

**Request for Proposal (RFP)
EP305-151478**

IMPORTANT NOTICE TO BIDDERS

Security

This notice is to advise ALL interested bidders that in order to be awarded a contract which contains a security requirement, all bidders MUST hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document. Should the bidder not currently hold a valid Security Clearance or require the level to be upgraded, PWGSC will sponsor the bidder. Please submit your written request with the following information to H el ene Ruby by facsimile 819-956-3600 or by e-mail to helene.ruby@tpsgc-pwgsc.gc.ca.

- Legal Company Name
- Mailing address
- Surname and given name of contact person
- Telephone number of contact person
- Title of contact person
- Facsimile number
- E-mail address of contact person
- Procurement Business Number
- Preferred Language of correspondence
- Level of Security Required

Additional information on PWGSC security can be found on the following website:
<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646(Toll free).

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- Annex C Pesticides Records Keeping System
- Annex D Site Plans – Connaught Rifle Range and CFB Uplands
- Annex E Reminder to submit a Complete List of names of all individuals who are currently directors of the Bidder

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements; includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statements of Work, the Security Requirement Check List, the Pesticides Records Keeping System, the Site Plans, and a Reminder to submit a Complete List of names of all individuals who are currently directors of the Bidder.

1.2 Summary

- (i) To provide all labour, materials, tools, equipment, transportation and supervision to carry out Pest Management Services (including fumigating, trapping, treating etc.), located at Connaught Range and Primary Training Centre and CFB Uplands. The services must be provided in accordance with the Statements of Work attached at Annex A.
- (ii) This requirement is for Public Works and Government Services Canada (PWGSC) located at Connaught Rifle Range and Primary Training Centre, 31 Shirley's Bay, and CFB Uplands, Ottawa, Ontario.
- (iii) **Time Frames**
The Contractor shall perform pest control interventions within the following time frames:
 - Emergency work: 30 minutes to return a trouble call, 1 hour to arrive on-site. Emergency work includes any wasp/bee nest removal and releasing trapped animals.
 - Routine work: 1 working day.
- (iv) The period of any resulting Contract will be for a period of one (1) year with Canada retaining an irrevocable option to extend the contract for a period of four (4) additional twelve (12) month periods.
- (v) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security 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".

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- (vi) Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.
- (vii) For service 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.
- (viii) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

- The text under Subsection 4 of Section 05 - Submission of Bids of 2003 referenced above is amended as follows:

- Delete: sixty (60) days

- Insert: *one hundred twenty (120)* days

2.2 Submission of Bids

Bids 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 bid solicitation.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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.

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

Former Public Servant in Receipt of a Pension

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

YES () NO ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on **April 1, 2015 at 9h00am**. The visit will start at:

- 1- Building 471 Community Center, 330 Croil, CFB Uplands Ottawa, Ontario and will end at;
- 2- PWGSC Office, Connaught Rifle Range and Primary Training Centre, 31 Shirley Boulevard, Ottawa, Ontario.

Bidders must communicate with the Contracting Authority no later than **March 31, 2015 at 9:00am** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I Technical Bid (1 hard copy);
- Section II Financial Bid (1 hard copy); and
- Section III Certifications (1 hard copy)

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

Section I: Technical Bid - see Part 4, subsection 4.1.1

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes is to be shown separately.

The following requirements MUST be strictly adhered to: Failure to do so shall render the bidder's proposal as non-responsive.

It is MANDATORY that the bidders submit firm prices/rates in Canadian funds for the five year period of the contract for all items listed hereafter.

Pricing Schedule 1: Pest Maintenance

Provide firm all inclusive prices including labour, supervision, material, equipment, transportation, overhead, profit and all related cost for Pest Management Services (including fumigating, trapping, treating, etc.) in accordance with Annex A.

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1.1 YEAR ONE (1) – MAY 1, 2015 to DECEMBER 31, 2015

A. FIRM PRICE - “ALL INCLUSIVE WORK”

LOCATION	SERVICE	UNIT	UNIT PRICE	NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre	Service bait stations around Base buildings	Per trap	\$_____ x	27 traps x 8 months = 216 units	\$_____
	Service bait stations around DND Officers tents	Per trap	\$_____ x	25 traps x 4 months = 100 units	\$_____
DND Base	Install /Service / Store bait stations around DND Cadets tents	Per trap	\$_____ x	32 traps x 1 month = 32 units	\$_____
	Prelude treatment 4 Snider Mess Hall	Per treatment	\$_____ x	4 treatments =	\$_____
RCMP CQB	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 8 months = 32 units	\$_____
RCMP IFR	Service bait stations around Base buildings	Per trap	\$_____ x	9 traps x 8 months = 72 units	\$_____
RCMP NTTC	Service bait stations around Base buildings	Per trap	\$_____ x	6 traps x 8 months = 48 units	\$_____
RCMP SBT	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 8 months = 32 units	\$_____
CFB UPLANDS BASE	Service bait stations around buildings	Per trap	\$_____ x	32 traps x 8 months = 256 units	\$_____
1.1A FIRM PRICE - YEAR 1 – Sub-Total					\$_____

1.2 OPTION YEAR ONE (1) – APRIL 1, 2016 to December 31, 2016

A. FIRM PRICE - “ALL INCLUSIVE WORK”

LOCATION	SERVICE	UNIT	UNIT PRICE	NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre	Service bait stations around Base buildings	Per trap	\$_____ x	27 traps x 9 months = 243 units	\$_____
	Service bait stations around DND Officers tents	Per trap	\$_____ x	25 traps x 5 months = 125 units	\$_____
DND Base	Install /Service / Store bait stations around DND Cadets tents	Per trap	\$_____ x	32 traps x 2 months = 64 units	\$_____
	Prelude treatment 4 Snider Mess Hall	Per treatment	\$_____ x	4 treatments =	\$_____
RCMP CQB	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
RCMP IFR	Service bait stations around Base buildings	Per trap	\$_____ x	9 traps x 9 months = 81 units	\$_____
RCMP NTTC	Service bait stations around Base buildings	Per trap	\$_____ x	6 traps x 9 months = 54 units	\$_____
RCMP SBT	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
CFB UPLANDS BASE	Service bait stations around buildings	Per trap	\$_____ x	32 traps x 9 months = 288 units	\$_____
1.2A FIRM PRICE – OPTION YEAR 1 – Sub-Total					\$_____

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1.3 OPTION YEAR TWO (2) – APRIL 1, 2017 to DECEMBER 31, 2017

A. FIRM PRICE - “ALL INCLUSIVE WORK”

LOCATION	SERVICE	UNIT	UNIT PRICE	NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre	Service bait stations around Base buildings	Per trap	\$_____ x	27 traps x 9 months = 243 units	\$_____
	Service bait stations around DND Officers tents	Per trap	\$_____ x	25 traps x 5 months = 125 units	\$_____
DND Base	Install /Service / Store bait stations around DND Cadets tents	Per trap	\$_____ x	32 traps x 2 months = 64 units	\$_____
	Prelude treatment 4 Snider Mess Hall	Per treatment	\$_____ x	4 treatments =	\$_____
RCMP CQB	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
RCMP IFR	Service bait stations around Base buildings	Per trap	\$_____ x	9 traps x 9 months = 81 units	\$_____
RCMP NTTC	Service bait stations around Base buildings	Per trap	\$_____ x	6 traps x 9 months = 54 units	\$_____
RCMP SBT	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
CFB UPLANDS BASE	Service bait stations around buildings	Per trap	\$_____ x	32 traps x 9 months = 288 units	\$_____
1.3A FIRM PRICE – OPTION YEAR 2 – Sub-Total					\$_____

1.4 OPTION YEAR THREE (3) – APRIL 1, 2018 to DECEMBER 31, 2018

A. FIRM PRICE - “ALL INCLUSIVE WORK”

LOCATION	SERVICE	UNIT	UNIT PRICE	NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre	Service bait stations around Base buildings	Per trap	\$_____ x	27 traps x 9 months = 243 units	\$_____
	Service bait stations around DND Officers tents	Per trap	\$_____ x	25 traps x 5 months = 125 units	\$_____
DND Base	Install /Service / Store bait stations around DND Cadets tents	Per trap	\$_____ x	32 traps x 2 months = 64 units	\$_____
	Prelude treatment 4 Snider Mess Hall	Per treatment	\$_____ x	4 treatments =	\$_____
RCMP CQB	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
RCMP IFR	Service bait stations around Base buildings	Per trap	\$_____ x	9 traps x 9 months = 81 units	\$_____
RCMP NTTC	Service bait stations around Base buildings	Per trap	\$_____ x	6 traps x 9 months = 54 units	\$_____
RCMP SBT	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
CFB UPLANDS BASE	Service bait stations around buildings	Per trap	\$_____ x	32 traps x 9 months = 288 units	\$_____
1.4A FIRM PRICE – OPTION YEAR 3 – Sub-Total					\$_____

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1.5 OPTION YEAR FOUR (4) – APRIL 1, 2019 to DECEMBER 31, 2019

A. FIRM PRICE - “ALL INCLUSIVE WORK”

LOCATION	SERVICE	UNIT	UNIT PRICE	NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre	Service bait stations around Base buildings	Per trap	\$_____ x	27 traps x 9 months = 243 units	\$_____
	Service bait stations around DND Officers tents	Per trap	\$_____ x	25 traps x 5 months = 125 units	\$_____
DND Base	Install /Service / Store bait stations around DND Cadets tents	Per trap	\$_____ x	32 traps x 2 months = 64 units	\$_____
	Prelude treatment 4 Snider Mess Hall	Per treatment	\$_____ x	4 treatments =	\$_____
RCMP CQB	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
RCMP IFR	Service bait stations around Base buildings	Per trap	\$_____ x	9 traps x 9 months = 81 units	\$_____
RCMP NTTC	Service bait stations around Base buildings	Per trap	\$_____ x	6 traps x 9 months = 54 units	\$_____
RCMP SBT	Service bait stations around Base buildings	Per trap	\$_____ x	4 traps x 9 months = 36 units	\$_____
CFB UPLANDS BASE	Service bait stations around buildings	Per trap	\$_____ x	32 traps x 9 months = 288 units	\$_____
1.5A FIRM PRICE – OPTION YEAR 4 – Sub-Total					\$_____

Pricing Schedule 2: “As and When Requested”

Provide firm all inclusive prices including labour, supervision, material, equipment, transportation, overhead, profit and all related cost for Pest Management Services on an “As and When Requested” basis (including fumigating, trapping, treating, etc.) in accordance with Annex A.

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2.1 YEAR ONE (1) – MAY 1, 2015 to DECEMBER 31, 2015

B. “AS AND WHEN REQUESTED” WORK, as authorized by the Technical Authority

LOCATION	SERVICE	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre - DND Base	Fumigate ground hogs	Per Hole	\$_____x	100	\$_____
	Trap/Release animals	Per Release	\$_____x	100	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	25	\$_____
RCMP CQB	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP IFR	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP NTTC	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP SBT	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
CFB UPLANDS BASE	Fumigate ground hogs	Per Hole	\$_____x	15	\$_____
	Trap/Release animals	Per Release	\$_____x	25	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	10	\$_____
	Prelude treatments	Per Treatment	\$_____x	3	\$_____
	Supply and install live trap for ground hogs	Per trap	\$_____x	1	\$_____
	Supply and install bait station	Per bait station	\$_____x	1	\$_____
2.1B AS & WHEN – YEAR 1 – Sub-Total					\$_____

The “estimated number of units” is for evaluation purposes only.

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2.2 OPTION YEAR ONE (1) – APRIL 1, 2016 to DECEMBER 31, 2016

B. “AS AND WHEN REQUESTED” WORK, as authorized by the Technical Authority

LOCATION	SERVICE	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre - DND Base	Fumigate ground hogs	Per Hole	\$_____x	100	\$_____
	Trap/Release animals	Per Release	\$_____x	100	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	25	\$_____
RCMP CQB	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP IFR	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP NTTC	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP SBT	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
CFB UPLANDS BASE	Fumigate ground hogs	Per Hole	\$_____x	30	\$_____
	Trap/Release animals	Per Release	\$_____x	60	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	30	\$_____
	Prelude treatments	Per Treatment	\$_____x	3	\$_____
	Supply and install live trap for ground hogs	Per trap	\$_____x	1	\$_____
	Supply and install bait station	Per bait station	\$_____x	1	\$_____
2.2B AS & WHEN – OPTION YEAR 1 – Sub-Total					\$_____

The “estimated number of units” is for evaluation purposes only.

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2.3 OPTION YEAR TWO (2) – APRIL 1, 2017 to DECEMBER 31, 2017

B. “AS AND WHEN REQUESTED” WORK, as authorized by the Technical Authority

LOCATION	SERVICE	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre - DND Base	Fumigate ground hogs	Per Hole	\$_____x	100	\$_____
	Trap/Release animals	Per Release	\$_____x	100	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	25	\$_____
RCMP CQB	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP IFR	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP NTTC	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP SBT	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
CFB UPLANDS BASE	Fumigate ground hogs	Per Hole	\$_____x	30	\$_____
	Trap/Release animals	Per Release	\$_____x	60	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	30	\$_____
	Prelude treatments	Per Treatment	\$_____x	3	\$_____
	Supply and install live trap for ground hogs	Per trap	\$_____x	1	\$_____
	Supply and install bait station	Per bait station	\$_____x	1	\$_____
2.3B AS & WHEN – OPTION YEAR 2 – Sub-Total					\$_____

The “estimated number of units” is for evaluation purposes only.

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2.4 OPTION YEAR THREE (3) – APRIL 1, 2018 to DECEMBER 31, 2018

B. “AS AND WHEN REQUESTED” WORK, as authorized by the Technical Authority

LOCATION	SERVICE	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre - DND Base	Fumigate ground hogs	Per Hole	\$_____x	100	\$_____
	Trap/Release animals	Per Release	\$_____x	100	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	25	\$_____
RCMP CQB	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP IFR	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP NTTC	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP SBT	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
CFB UPLANDS BASE	Fumigate ground hogs	Per Hole	\$_____x	30	\$_____
	Trap/Release animals	Per Release	\$_____x	60	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	30	\$_____
	Prelude treatments	Per Treatment	\$_____x	3	\$_____
	Supply and install live trap for ground hogs	Per trap	\$_____x	1	\$_____
	Supply and install bait station	Per bait station	\$_____x	1	\$_____
2.4B AS & WHEN – OPTION YEAR 3 – Sub-Total					\$_____

The “estimated number of units” is for evaluation purposes only.

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2.5 OPTION YEAR FOUR (4) – APRIL 1, 2019 to DECEMBER 31, 2019

B. “AS AND WHEN REQUESTED” WORK, as authorized by the Technical Authority

LOCATION	SERVICE	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	EXTENDED PRICE
Connaught Rifle Range and Primary Training Centre - DND Base	Fumigate ground hogs	Per Hole	\$_____x	100	\$_____
	Trap/Release animals	Per Release	\$_____x	100	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	25	\$_____
RCMP CQB	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP IFR	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP NTTC	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
RCMP SBT	Fumigate ground hogs	Per Hole	\$_____x	5	\$_____
	Trap/Release animals	Per Release	\$_____x	5	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	5	\$_____
CFB UPLANDS BASE	Fumigate ground hogs	Per Hole	\$_____x	30	\$_____
	Trap/Release animals	Per Release	\$_____x	60	\$_____
	Wasps/bees/hornets/ yellow jackets nest treatment	Per Treatment	\$_____x	30	\$_____
	Prelude treatments	Per Treatment	\$_____x	3	\$_____
	Supply and install live trap for ground hogs	Per trap	\$_____x	1	\$_____
	Supply and install bait station	Per bait station	\$_____x	1	\$_____
2.5B AS & WHEN – OPTION YEAR 4 – Sub-Total					\$_____

The “estimated number of units” is for evaluation purposes only.

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TOTAL ASSESSED PROPOSAL PRICE

Sum of Basis of Pricing,

Pricing Schedule 1,

1.1A	Sub-Total:	\$ _____	+
1.2A	Sub-Total:	\$ _____	+
1.3A	Sub-Total:	\$ _____	+
1.4A	Sub-Total:	\$ _____	+
1.5A	Sub-Total:	\$ _____	+

Total Pricing Schedule 1: \$ _____ =

Pricing Schedule 2,

2.1B	Sub-Total:	\$ _____	+
2.2B	Sub-Total:	\$ _____	+
2.3B	Sub-Total:	\$ _____	+
2.4B	Sub-Total:	\$ _____	+
2.5B	Sub-Total:	\$ _____	+

Total Pricing Schedule 2: \$ _____ =

Total Pricing Schedule 1 + Total Pricing Schedule 2 = \$ _____

**IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN.
CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.**

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.1 Technical Evaluation

Submission of Evidence

Submission of Evidence as described at **4.1.1.1 to 4.1.1.3** should be included with the bid at time of solicitation closing. However, if the following is not submitted with the bid by the solicitation closing date, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

The evidence provided by the bidder may be verified. PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided.

4.1.1.1 Company Licensing

The Contractor **must** be licensed to practice in the Province of Ontario. **The Bidder should provide a valid copy of company's Pesticide Operator license for the Province of Ontario.**

4.1.1.2 Technician Licensing

In order to carry out the work, the Contractor's technicians must be in possession of a valid Structural Extermination Pesticide License for the Province of Ontario to undertake the work required in the statement of work. **The contractor should submit the following documentation.**

- A copy of a valid Structural Extermination Pesticide License for the Province of Ontario, for each of the Contractor's technicians involved in the performance of work for this requirement.

Title	Name of employees
Technician # 1	
Technician # 2	

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4.1.1.3 Mandatory Contractor's Experience and Past Performance

The Bidder must provide evidence of its experience and past performance by referencing one (1) similar project/contract satisfactorily completed or ongoing within the past three (3) recent years. The bidder must complete the following form in order to demonstrate that it has the required experience.

- Recent experience is defined as experience gained from January 2012 up to and including the solicitation closing date.
- Similar is defined as a maintenance service on **Pest Management Services (including fumigating, trapping, treating, etc.)** comparable in size, scope and complexity to the **required tasks listed in Annex A, Statement of Work, under 2.0 Specific Requirements of the Integrated Pest Management Program.**

The evidence provided by the bidder may be verified by Canada. Failure by the bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the bidder being disqualified and no further consideration will be given to the bidder. If the Bidder submits references in excess of the stated requirement above, only the references up to the identified limit of one (1) project will be assessed.

Name of client organization or Company	Project/Contract Reference #1: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____
Performance period of the project or contract (indicate day, month and year)	From: _____ (day / month / year) To: _____ (day / month / year)
Description of Project/Contract	_____ _____ _____ _____ _____

4.2 Basis of selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 "Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) – Labour's Website.

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

5.2 Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1 Status and Availability of Resources

5.2.1.1 SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

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PART 6 - SECURITY REQUIREMENT

6.1 Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses;
 - (b) the Bidder'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 7 – Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Employee Information for Security

The Bidder should specify the following information regarding employees proposed in Part 4, Section 4.1.1 to provide services against any resulting contract:

LEGAL NAME (First and Last)	DATE OF BIRTH	CURRENT CLEARANCE HELD
Technician # 1		
Technician # 2		

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PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statements of Work at Annex A.

7.1.1 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Names of qualified employees

The contractor must provide the names of the qualified personnel who will be assigned to work on this Contract. The names provided below must be the same personnel listed in part 4 & part 6 of the proposal.

Qualified Personnel	First & last name
Technician # 1	
Technician # 2	

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

7.2.1 General Conditions

2035 (2014-09-25), General Conditions - Services, apply to and form part of the Contract.

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7.3 Security Requirement

7.3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor must, at all times during the performance of the Contract, 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 personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex B;
 - (b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of Contract

The period of the Contract is from _____ to _____ inclusive.

7.4.2 Option to Extend Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hélène Ruby
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting Directorate
3C2, 11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-3193
Facsimile: 819-956-3600
E-mail address: helene.ruby@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

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work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Technical Authority (FOR CONNAUGHT RANGE)

"TO BE PROVIDED AT CONTRACT AWARD"

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ___ - ___ - _____

Facsimile: ___ - ___ - _____

E-mail address: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.2.1 Technical Authority (FOR CFB UPLANDS)

"TO BE PROVIDED AT CONTRACT AWARD"

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ___ - ___ - _____

Facsimile: ___ - ___ - _____

E-mail address: _____.

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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7.5.3 Contractor's Representative

The name and particulars of the person to be contacted for general enquiries and follow-up purposes:

Name: _____
Telephone: _____
Facsimile: _____
Cellular: _____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants (If not applicable, clause will be deleted at contract award)

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.

7.7 Payment

7.7.1 Basis of Payment - Firm Prices and "As and When"

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in accordance with General Conditions 2035 16 (2014-09-25) 'Payment Period' and the following tables. Applicable Taxes are extra, if applicable.

a) Firm rates will be paid in accordance with **Pricing Schedule 1, 1.1A, 1.2A, 1.3A, 1.4A, 1.5A** "**Firm All Inclusive Work**" invoiced monthly payments.

b) "As and When Requested" Work:

Any costs incurred for Extra Work will be paid, in accordance with **Pricing Schedule 2, 2.1B, 2.2B, 2.3B, 2.4B, 2.5B "As and When Requested" Work**, and the Statement of Work, Annex A, on an "as and when requested" basis, after completion, inspection and acceptance of the work performed.

Canada's total liability to the Contractor under the "as and when requested" portion of the Contract must not exceed **(to be determined)**. Applicable Taxes are extra, if applicable.

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) if the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the contracting Authority

whichever comes first.

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.

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.

(At contract award - insert appropriate pricing table(s) here)

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7.7.2 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department, apply to and form part of the Contract.

7.8 Invoicing Instructions - Maintenance Services

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in "the Statement of Work" of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.

2. The Contractor must distribute the invoices and reports as follows:

- (a) The original and two (2) copies of the invoices and monthly maintenance reports **FOR CONNAUGHT RANGE** must be forwarded to the following address for certification and payment.

*Public Works and Government Services Canada
Maintenance and Operational Assurance Services
Chomley Building, 6th Floor
400 Cooper Street
Ottawa, Ontario, K1A 0S5
Attention: _____ (leave blank until contract award)*

- (b) The original and two (2) copies of the invoices and monthly maintenance reports **FOR CFB UPLANDS** must be forwarded to the following address for certification and payment.

*Public Works and Government Services Canada
Maintenance and Operational Assurance Services
Chomley Building, 6th Floor
400 Cooper Street
Ottawa, Ontario, K1A 0S5
Attention: _____ (leave blank until contract award)*

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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7.11 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 Articles of Agreement;
- (b) The general conditions 2035 (2014-09-25);
- (c) Annex A, Statements of Work;
- (d) Annex B, Security Requirements Check List;
- (e) The Contractor's proposal dated _____ (*insert date of bid*);
- (f) Annex C, Pesticides Records Keeping System;
- (g) Annex D, Site Plans

7.12 Foreign Nationals (Canadian Contractor)

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) (if applicable), apply to and form part of the Contract.

7.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in the **following article 7.13.1 Commercial General Liability Insurance**. 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.

7.13.1 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.

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- 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) Owner's or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c.J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Name 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

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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.

7.13.2 Environmental Impairment Liability Insurance

1. The Contractor must obtain "Contractors Pollution Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The "Contractors Pollution Liability" policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

7.13.3 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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7.14 Cellular Phones and/or Pagers

The Contractor's Foreman or Site Supervisor must be equipped with a cellular phone and/or pager at all times. All expenses including installation, air time, activating fees, and the cost of the phones/pagers themselves, will be the responsibility of the Contractor. The Contractor must maintain an uninterrupted communication service.

7.15 Canadian Forces Site Regulations

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

7.16 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting will be taken. The time and place of this meeting will be determined by the Technical Authority.

The Contractor is to supply the Technical Authority with a copy of its safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.