

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions\Travaux publics et Services  
gouvernementaux Canada  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3  
Bid Fax: (613) 687-6656**

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

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

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 Canada Supply  
and Services Operation  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> Manual cleaning and tree cutting	
<b>Solicitation No. - N° de l'invitation</b> W0107-15C310/B	<b>Date</b> 2015-09-04
<b>Client Reference No. - N° de référence du client</b> W0107-15C310	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-906-1323
<b>File No. - N° de dossier</b> PET-5-43007 (906)	<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 2015-09-23</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cook, Wayne	<b>Buyer Id - Id de l'acheteur</b> pet906
<b>Telephone No. - N° de téléphone</b> (613)401-0623 ( )	<b>FAX No. - N° de FAX</b> (613)687-6656
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Engineer Services Squadron 4CDSB Garrison Petawawa, Bldg S-111 PO Box 9999, Station Main Petawawa, Ontario K8H 2X3	
<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**

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

Solicitation No. - N° de l'invitation

W0107-15C310/B

Client Ref. No. - N° de réf. du client

W0107-15C310

Amd. No. - N° de la modif.

File No. - N° du dossier

PET-5-43007

Buyer ID - Id de l'acheteur

pet906

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six 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            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### **1.2 Summary**

#### **1.2.1 Requirement**

To establish a Regional Individual Standing Offer (RISO) for the provision of all supervision, labour, materials, tools, equipment and transportation necessary to carry out Tree Cutting and Chipping, Manual Cleaning and General Forestry Maintenance Services on Garrison Petawawa Lands, Ranges and Training Areas, on an as and when requested basis.

- **Client Department**

Garrison Petawawa, Engineer Services Squadron.

- **Period of Standing Offer**

The period for placing call-ups against the Standing Offer will be 01 November 2015 to 31 October 2018.

- **Delivery Points**

Petawawa, Ontario

**1.2.2** "The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

### **1.3 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**

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

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **2.2 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.

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.4 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**

### **3.1. Offer Preparation Instructions**

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

- Section I: Technical Offer (1 hard copy)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

**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.

#### **3.1.1 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**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Should any of the following Mandatory Requirements not be met the bid will be considered as non-compliant and shall not be given further consideration.

- (a) A copy of the Pesticides Operators License, issued by the Province of Ontario, from the company that will be applying the pesticides.
- (b) A copy of a Forestry (exterminator) Technicians License as issued by the Province of Ontario for all employees who may be responsible for the application of chemicals as detailed herein.

#### **4.1.2 Financial Evaluation**

**4.1.2.1** Offers meeting the requirements of the Mandatory Technical Criteria will be assessed to arrive at an evaluated price based on the estimated usages provided herein at Annex "B".

The estimated usages provided herein are for the sole purpose of establishing an evaluation tool, based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown.

### **DEFINITIONS:**

**Extended Price:** Will be calculated by taking the Unit price multiplied by the Estimated Usage. The three years will be added together to arrive at the total extended price.

**Evaluated Price:** Is the sum of all total extended prices

**4.1.2.2 SACC Manual Clause [M0220T](#) (2013-04-25), Evaluation of Price**

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection**

*SACC Manual Clause (M0069T) (2007-05-25), Basis of Selection*

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the Offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

##### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

## 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 5.2.3 Documents Required

- 5.2.3.1 Proof of insurance coverage which meets or exceeds the coverage stipulated in Annex "D".
- 5.2.3.2 Copy of your company's Health and Safety Plan as it applies to the work covered by this RFSO.
- 5.2.3.3 Copy of Mechanical Fitness Certificate for each vehicle proposed for use on the Standing Offer.
- 5.2.3.4 Copy of WSIB Certificate of Compliance
- 5.2.3.5 Copy of the Contractor's Personnel's certificates of competency in the operation of chainsaws.
- 5.2.3.6 Copy of the Contractor's Personnel's certificates of competency in the operation of heavy equipment proposed for use on the Standing Offer.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

- 6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 6.2 Security Requirements

- 6.2.1 There is no security requirement applicable to this Standing Offer.

#### 6.3 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.

#### 6.3.1 General Conditions

[2005](#) (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 1 November 2015 to 31 October 2018.

## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Wayne Cook  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Petawawa Ontario  
Address: Building S111, Rm C-114, Garrison Petawawa  
Petawawa, Ontario K8H 2X3  
Telephone: 613 - 687 - 6655  
Facsimile: 613 - 687 - 6656  
E-mail address: wayne.cook@pwgsc-tpsgc.gc.ca

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

### **6.5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### **6.5.3 Offeror's Representative**

Name and telephone number of the person responsible for:

General Enquiries:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Delivery Follow-up:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Identified Users

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

Garrison Petawawa, Engineer Services Squadron.

## 6.7 Call-up Procedures

Call-ups will be issued to the Standing Offer holder for products in accordance with Annex "A"

## 6.8 Call-up Instrument

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

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 50,000.00 (Applicable Taxes included).

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C ; (2015-09-03), General Conditions – Services (medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Periodic Usage Report;
- h) Annex D, Insurance Requirements
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable.*)

## **6.11 Certifications**

### **6.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

### **6.12 Applicable Laws**

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

## **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.

### **6.1 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

[2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section (13) Interest on Overdue Accounts, of 2010C (2015-09-03) will not apply to payments made by credit cards.

#### **6.2.2 SACC Manual Clauses**

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

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

The basis of Payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.

#### 6.4.2 Limitation of Price

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

#### 6.4.3 Multiple Payments

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

#### 6.4.4 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

**OR**

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

#### 6.5 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. Only one (1) copy of the invoices is required and must show:

- a. Dated invoice to include the date the work was completed;
- b. Name and address of the Consignee;
- c. DND's purchase order number and Standing Offer number;
- d. Description of the service provided.

3. Invoices must be completed and forwarded to the Technical Authority within 30 days of the completion of work.

#### 6.6 Insurance

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

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

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

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Specification for Tree Cutting and Chipping, Manual Cleaning and General Forestry Maintenance Services on Garrison Petawawa Lands, Ranges and Training Areas**

12 February 2015

CCID: CB-310

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#### **1. Identification**

- 1.1. The intent of this requirement is to provide all supervision, labour, materials, tools, equipment and transportation necessary to carry out Tree Cutting and Chipping, Manual Cleaning and General Forestry Maintenance Services on Garrison Petawawa Lands, Ranges and Training Areas, on an as and when requested basis.

#### **2. Standards**

- 2.1. Forest management Plan 2012-2032
- 2.2. DAOD 4003-2 Environmental Assessment
- 2.3. DND Integrated Pest management Standard
- 2.4. Ontario Pesticides Act
- 2.5. Timber Harvesting on DND Properties in Ontario: Replacement Class Screening Report (RCSR)
- 2.6. ONMR Silvicultural and Tree Marking Guides
- 2.7. Canadian Environmental Protection Act

- 2.8. Canadian Environmental Assessment Act
- 2.9. Species at Risk Act
- 2.10. Fisheries Act
- 2.11. Crown Forest Sustainability Act
- 2.12. Construction Specification for Temporary Erosion and Sediment Control Measures, OPSS 577
- 2.13. Transportation of Dangerous Goods
- 2.14. Forestry Technician Certification

### **3. Definitions**

- 3.1. Clearing: The cutting of all standing trees, brush, bushes, and other vegetation to a maximum height of 300 mm above original ground level and the removal of felled materials and windfalls.
- 3.2. Close Cut Clearing: The cutting of all standing trees, stumps, brush, bushes, and other vegetation at original ground level and removal of felled materials and windfalls.
- 3.3. Competition height Category: Is defined as either less than 6 metres average height or greater than 6 metres average height.
- 3.4. Desired Tree: Any living pine species, (white pine, red pine, and jack pine) spruce, hard maple, and red oak greater than 10 cm diameter at breast height (dbh).
- 3.5. Grubbing: The removal of all stumps, roots, embedded logs, debris, and secondary growth.
- 3.6. Manual Cleaning: The process of manually or mechanically removing competing vegetation by way of chemical treatment, brush saw or chainsaw in order to enhance the survival and growth of desirable vegetation.
- 3.7. Manual Cleaning Area: The total area calculated by the hectare (ha).
- 3.8. Merchantable: Trees deemed merchantable as defined by the Crown Forest Sustainability Act.
- 3.9. Mitigation: The elimination, reduction or control of adverse effects on the environment, including restitution of any damage caused by such effects, through replacement, restoration, compensation or other means.
- 3.10. Timber: Trees that are standing, that have fallen or that have been cut and/or merchantable as defined by the Crown Forest Sustainability Act.
- 3.11. Trees: Trees nine (9) centimeters or more in diameter will be classified as selected trees.
- 3.12. Undesired Trees: Competing vegetation such as poplar, birch, red maple, pin cherry, willow, balsam fir or other woody shrubs.

### **4. Call-up Procedures and Requirements**

- 4.1. The purpose of this section is to ensure the contractor is aware of all of the local policies and procedures that must be in place prior to commencing any work at Garrison Petawawa.
- 4.2. The call-up procedures under this standing offer will be strictly enforced, ESS internal requirements are as follows;
  - 4.2.1. Completion and submission of a detailed Statement of Work (SOW);
  - 4.2.2. Completion of an ESS Environmental Screening Form;
  - 4.2.3. Completion and submission of a Timber Assessment with detailed maps if applicable; and
  - 4.2.4. Completed, certified and approved CF-942 Call-up Against a Standing Offer.
- 4.3. The contractor is not authorized to carry out any works under the standing offer until all of the conditions and/or requirements have been met and in receipt of all applicable paperwork.

### **5. Safety**

- 5.1. The contractor and their personnel are required to hold and maintain certificates of competency in the operation of chainsaws and heavy equipment.
- 5.2. The contractor is responsible to have a site specific Health and Safety Plan. All work must be conducted in accordance with applicable requirements of the Canada labour Code and any other applicable provincial health and safety regulations.
- 5.3. The contractor shall ensure their personnel are familiar with the following;
  - 5.3.1. Safe working practices;

- 5.3.2. Operation and maintenance of Equipment;
- 5.3.3. Personal Safety Equipment;
- 5.3.4. First Aid and CPR;
- 5.3.5. MSDS.

## **6. Environmental Requirements**

### **6.1. General**

- 6.1.1. All call-ups against this standing offer shall be submitted for environmental review with a completed ESS Environmental Screening Form.
- 6.1.2. The Environmental Screening Form will provide specific recommendations or requirements based on the Scope of Work and stipulate if any additional forms or assessments are required.
- 6.1.3. The contractor must have the knowledge of and ensure that all physical work is conducted in compliance with the Standards and Legislation in para 2 of the specification.

### **6.2. Mitigation**

- 6.2.1. The contractor must ensure all operators and personnel are aware of and abide by mitigation measures in accordance with applicable Standards and legislation listed in para 2.
- 6.2.2. The contractor must also abide by ESS Environmental Screening Form Mitigation Measures Part 6.

### **6.3. Species at Risk (SAR)**

- 6.3.1. There are known Species at Risk on Garrison Petawawa.
- 6.3.2. The contractor must ensure all operators and personnel are aware of and abide by protection measures in accordance with Species At Risk Act (SARA 2002).
- 6.3.3. The contractor must attend a mandatory SAR briefing upon award of the Standing Offer and as often as deemed necessary based on the statement of work and the Environmental Screening Form requirements.

### **6.4. Erosion Control**

- 6.4.1. The contractor is responsible to put in place appropriate erosion control measures, silt fences or other works, maintain in an operational state for the duration of work, and remove upon completion of the work, as directed by the Technical Authority.
- 6.4.2. Erosion control measures must be approved prior to commencement of work and must be installed parallel to watercourses, up and downstream.
- 6.4.3. Erosion control measures will meet at minimum the standard for Construction Specification for Temporary Erosion and Sediment Control Measures, OPSS 577.

## **7. Access Requirements**

- 7.1. The Range & Training Area (RTA) is comprised of all ranges, training areas, impact areas, Petawawa Research Forest (PRF) and other areas and facilities within the Garrison Administrative Area controlled by Range Control and are OUT OF BOUNDS to all persons, both military and civilian unless authorized.
- 7.2. Access by civilian contractors. All arrangements for civilian contractors to access the RTA shall be made in advance by the Technical Authority responsible for the planned work. Entry to the RTA may be refused if proper coordination is not implemented.
- 7.3. The Technical Authority must coordinate access and safety briefings with Range Control.

- 7.4. Military training areas pose the potential of encountering unexploded ordnance (UXO). The contractor is to ensure that all employees are made aware of the potential risk and shall ensure that their employees attend a mandatory UXO safety briefing by the Range Control Officer prior to the start of this requirement and at least once annually.
- 7.5. The contractor's activities within the RTA may be restricted during periods of active military training manoeuvres. Military training supersedes timber activities.
- 7.6. A company representative must complete the Fire Safety Construction and Demolition Sites form and return it to the approving authority.
- 7.7. The Contractor will have on site the minimum fire equipment as directed by the garrison fire branch during all operations during the fire season.
- 7.8. Mandatory fire restrictions may be imposed, thereby curtailing all tree cutting and chipping, manual clearing or general forestry maintenance service activities.

## **8. Technical Requirements**

### **8.1. Tree cutting and chipping**

- 8.1.1. Work under this requirement may include but is not limited to tree cutting, chipping, plantation manual cleaning or stand improvement, ditch or roadside brushing, travel corridor and ROW brushing, military training site and range maintenance, pre-commercial thinning, and other treatments.
- 8.1.2. All work will be clearly defined and detailed in the statement of work at the time of call-up.
- 8.1.3. The areas to be worked and details regarding chipping, spreading, limbing and placement of logs for future disposal will be described in the SOW.
- 8.1.4. Removal of any timber from Garrison Petawawa is prohibited unless prior written approval and completed Timber Permit or Timber Sale Agreement has been provided and authorized.
- 8.1.5. When specified, merchantable timber shall be salvaged within areas designated on the plans or in the special provisions as "Merchantable timber to be salvaged". Merchantable timber shall be trimmed, cut to suitable lengths, and piled at locations designated by the Technical Authority.
- 8.1.6. The species and diameters of merchantable timber to be salvaged and the length(s) the timber is to be cut into will be specified in the special provisions. The diameter shall be calculated from the measured circumference of the tree.
- 8.1.7. Material, other than merchantable material felled that is not chipped must be lopped and slash piled. Slash pile locations will be directed by the Technical Authority at the time of call-up and at no time will be constructed more than 1 metre in height
- 8.1.8. Heavy equipment that may be used as necessary in the course of tree cutting may include a Forwarder, Tracked Harvester or Tub Grinder. All heavy equipment usage will be subject to pre-approval by the Technical Authority and have a clearly defined role demonstrated in the SOW.
- 8.1.9. During motor-manual cleaning (chainsaw, brush saw) stumps of felled trees shall be no greater than 10 cm above ground/snow level.
- 8.1.10. All work areas are to be cleared of felled material utilizing wood chippers. Chippers shall have a minimum 6 inch capacity and be no less than 35 horse power (hp) motor driven. Chipping will be conducted as a two-man operation.
- 8.1.11. No desirable or merchantable trees in the designated work areas are to be felled or damaged unless authorized by the Forestry Officer.
- 8.1.12. The work shall not damage or disturb the areas outside of those specified in the call-up documents.

### **8.2. Grubbing**

- 8.2.1. Grubbing shall include areas of earth excavation, earth surfaces to be covered by embankments up to and including 1.2 m in height and any other areas specified in the call-up documents and SOW.
- 8.2.2. Grubbing is not required in swamps.
- 8.2.3. Mechanical stump cutters are permitted provided the entire root structure is removed.
- 8.2.4. Depressions remaining after grubbing shall be backfilled with suitable earth material and compacted to avoid further settlement.
- 8.2.5. Where clearing has been previously completed by others, all secondary growth, brush and debris shall be removed.
- 8.2.6. Piled boulders and surface boulders that lie in the areas to be grubbed that are not specified in the call-up documents, shall be removed.

### 8.3. Manual Cleaning

- 8.3.1. The contractor will create a competition free control zone releasing crop trees from undesirable competition in an approved and satisfactory manner.
- 8.3.2. The Contractor is responsible to ensure that all manual cleaning occurs within the approved blocks and strictly adheres to instructions in the SOW provided at the time of call-up.
- 8.3.3. The Technical Authority or other DND departments such as Garrison Environment will monitor and assess all forms of manual cleaning to ensure work is in accordance with the SOW and all approved submittals.
- 8.3.4. Access to the manual cleaning sites will be arranged by the Technical Authority and will normally be through the Range Control Gate.
- 8.3.5. The Contractor shall maintain as a minimum one (1) Forest Technician for every three (3) manual labour staff while conducting manual cleaning operations. Manual labour staff shall be supervised at all times while on site.

### 8.4. Herbicidal Treatment and Applications

- 8.4.1. An acceptable silvicultural practice is the use of registered herbicidal products specifically for use in the selective control of undesirable woody vegetation.
- 8.4.2. The contractor will ensure all products pre-approved by the Technical Authority for use at Garrison Petawawa will be used in accordance with the manufacturers and provincial guidelines.
- 8.4.3. Product selection must at minimum; be capable of year round use, maintain a low environmental impact, non-residual in soil, have no significant environmental impact due to leaching, produce effective movement of the herbicide through the bark and demonstrate targeted applications to woody plants.
- 8.4.4. Treatments will consist of cut-stump or basal bark streamline applications.
- 8.4.5. Cut-stump application methods must involve thoroughly wetting the stump including the cut surfaces, the cambium layer and all bark down to the root collar of the target vegetation only.
- 8.4.6. Basal bark streamline application methods must achieve complete "wrap" of the solution around the entire stem circumference of the target vegetation only.
- 8.4.7. Equipment authorized for use for cut-stump or streamline basal bark applications will include low-pressure backpack sprayer with gun type wand and trigger. The sprayer will be fitted with a piston pump control, positive shut-off and variable nozzle.

### 8.5. Manual Cleaning Assessments

- 8.5.1. The Technical Authority or other DND representative shall assess the quality of any manual cleaning performed under this Standing Offer.
- 8.5.2. The assessment of plots shall be conducted no later than 48 hours after the release of the designated area by the Contractors.

- 8.5.3. The Contractors will not be assigned any further areas to manually clean until the work has been completed to the satisfaction of the Forestry Officer. In the event of a dispute over the quality of the work, DND will follow the procedures and statistical standards used by the MNR (for similar types of work), to determine quality.
- 8.5.4. No payment will be authorized for manual cleaning in areas deemed unsatisfactorily cleaned.
- 8.5.5. Assessment plots will be selected on a grid with random starts throughout the area to be thinned. Plot location will be identified on aerial photographs and/or maps prior to the commencement of the inspection. The sampling plot will have an area of 50 square meters (0.005 hectares) or 100 square meters (0.01 hectares) and may be circular or rectangular.
- 8.5.6. Each plot will be assessed for the number of desired trees manually cleaned compared to the number of desired trees missed.
- 8.5.7. Assess the ability of the Contractor to thoroughly cover the area and release the desired tree from competition.
- 8.5.8. Assess other conditions identified in the manual cleaning prescription for the area

## 8.6. Timber Sale Agreements

- 8.6.1. Timber Sale Agreements (TSA) are a formal contract granted through a competitive process for commercial removal of a designated timber. The TSA specifies the rules of conduct for harvesting operations.
- 8.6.2. Areas to be harvested are required to be tree marked following the OMNR's Silvicultural and Tree Marking Guides prior to operations.
- 8.6.3. The TSA allows for "Control and Regulation" of specific locations where timber may be removed.
- 8.6.4. DND will monitor harvesting operations to ensure contractor compliance and that mitigation measures are in place and best practices are followed.

## 8.7. Timber Permits

- 8.7.1. Timber Permits may be issued for harvesting of firewood or other small-scale timber sales normally for the collection of timber rather than harvesting for wood not utilized by the holder of a TSA.
- 8.7.2. The contractor must be fully aware of all contents of the Timber Permit and ensure compliance.

## 9. Deliverables

- 9.1. The contractor is responsible for the collection of Global Positioning System (G.P.S.) coordinates of area manually cleaned.
- 9.2. Areas will be marked with flags and GPS coordinates taken prior to starting manual cleaning.
- 9.3. The contractor is responsible to supply one hard and one digital copy of the shape file for the area that G.P.S coordinates were taken. The shape file must be compatible with DND's G.I.S. ARCVIEW system.

## 10. Invoicing

- 10.1. Invoices will not be paid until the Technical Authority has received all required documentation, and has completed applicable inspections as directed in the SOW.

Solicitation No. - N° de l'invitation  
W0107-15C310/B  
Client Ref. No. - N° de réf. du client  
W0107-15C310

Amd. No. - N° de la modif.  
pet906  
File No. - N° du dossier  
PET-5-43007

Buyer ID - Id de l'acheteur  
pet906  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "B"

### BASIS OF PAYMENT

#### Tree Cutting, Manual Cleaning and General Forestry Maintenance services Garrison Petawawa

**Estimated Quantities:** The quantities as stated herein are an estimate of the requirement per year, made in good faith. The Standing Offer will be limited to the actual services ordered and performed.

**Pricing instructions:** Prices must be quoted as per the units of issue as stated herein. The units of issue and the pricing Basis, including F.O.B. Destination Pricing, as stated in this document are not to be altered in any way or your proposal will be considered non-compliant. Pricing provided must be all inclusive for the item listed. HST must not be included in the price and shall be shown as a separate item on invoices.

**Year 1 - September 1, 2015 to 31 August 2016**  
**Year 2 - September 1, 2016 to 31 August 2017**  
**Year 3 - September 1, 2017 to 31 August 2018**

Item	Description	Unit	Usage Figure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1.	Manual cleaning of designated areas by means of motor manual (brush saw, or chainsaw) for areas assessed at less than 10,000 stems/Ha Para 8.3	Ha	100 Ha			
2.	Manual cleaning of designated areas by means of motor manual (brush saw, or chainsaw) for areas assessed at greater than 10,000 stems/Ha Para 8.3	Ha	50 Ha			
3.	Manual cleaning of designated areas by means of basal bark application for areas assessed at less than 10,000 stems/Ha Para 8.3 - 8.4	Ha	100 Ha			
4.	Manual cleaning of designated areas by means of basal bark application for areas assessed at greater than 10,000 stems/Ha. Para 8.3 - 8.4	Ha	50 Ha			
5.	Wood chipper operations that meet the minimum	Hours	500			

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File No. - N° du dossier  
PET-5-43007

Buyer ID - Id de l'acheteur  
pct906  
CCC No./N° CCC - FMS No/ N° VME

	requirements as identified in Para 8.1.10, c/w two (2) operators, on an as and when required basis.							
6.	Tracked harvester equipment, comes with operator, for as and when requested service.	Hours	100					
7.	Forwarder, comes with operator for as and when requested service	Hours	100					
8.	Tracked harvester equipment, comes with operator, for as and when requested service.	Hours	100					
9.	Install, maintain and remove erosion control barriers based on a pre-approved linear distance as directed and agreed upon by the Technical Authority	metre	200					

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File No. - N° du dossier  
PET-5-43007

Buyer ID - Id de l'acheteur  
pet906  
CCC No./N° CCC - FMS No/ N° VME

**ANNEX "C"**

**PERIODIC USAGE REPORT FORM**

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Public Works and Government Services Canada	(613) 687-6656	<a href="mailto:wayne.cook@pwgsc-tpsgc.gc.ca">wayne.cook@pwgsc-tpsgc.gc.ca</a>
<i>Name</i>	<i>Fax</i>	<i>E - Mail</i>

At: Public Works and Government Services Canada  
Acquisitions Branch Ontario Region  
101 Menin Rd. Garrison Petawawa  
Building S-111, Rm C-114  
Petawawa, Ontario  
K8H 2X3

**REPORT ON THE VOLUME OF BUSINESS**

CONTRACTOR:

REPORT FOR THE PERIOD ENDING:

Description of Work	Call up #	Total Billing

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

**PREPARED BY:**

*NAME:*

*SIGNATURE:*

*TELEPHONE NO.:*

## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **(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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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

**(Automobile Liability 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:

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W0107-15C310/B  
Client Ref. No. - N° de réf. du client  
W0107-15C310

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-5-43007

Buyer ID - Id de l'acheteur  
pet906  
CCC No./N° CCC - FMS No/ N° VME

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- 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.
- e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27