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**** THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT ****

NOTICE

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 the Contracting Authority listed in this document by facsimile or by e-mail:

- 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 web site
<http://iss-ssi.pwgsc-tpsgc.gc.ca/form-eng.html> or by dialing 1-866-368-4646 (Toll free).

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, 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 Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Insurance Requirements, the Task Authorization Form DND 626 Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defence, Detachment (Det.) Dundurn has the requirement for the provision of all materials, labour, supervision and equipment necessary to cut grass within the Canadian Forces Ammunition Depot (CFAD) Dundurn on an as and when requested basis. The terrain is rough and some hand cutting and trimming will be required.

The contract will be from date of contract issuance (estimated at April 1, 2016) to March 31, 2017 with the option to extend for two (2) additional one (1) year option periods.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website".
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."
- 1.2.4 There is a mandatory site visit associated with this requirement which will be held on December 9th, 2015 at 9:00 am at Detachment Dundurn, Dundurn SK.

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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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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](#) (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 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 FPSs, 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.

"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 FPSs 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 **seven (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

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 Saskatchewan.

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 at Detachment Dundurn on **Wednesday, December 9th, 2015**. The site visit will begin at **9:00 CST** at the main gate.

Bidders must communicate with the Contracting Authority no later than **Wednesday, December 2nd, 2015 at noon** 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

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 (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Prices must appear in the financial bid only. No prices must 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) (<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, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

By submitting a bid, the bidder certifies that they are able to perform all of the work as described in Annex A – Statement of Work.

4.1.1.1. Mandatory Technical Criteria

- a) A list of the equipment that will be used to perform the work, attached at Appendix C, must be completed and must be submitted with the contractors bid. If this list is not completed and submitted with the bid, it will render the bid non responsive.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

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.

The lowest evaluated price will be determined with the following calculation:

In Annex B:

Year One: Line item 1 plus line item 2 plus line item 3 = A

Option Year One: Line item 1 plus line item 2 plus line item 3 = B

Option Year Two: Line item 1 plus line item 2 plus line item 3 = C

$A+B+C=D$

D divided by 3 = Evaluated price

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, 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 Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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](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) 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.

PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

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 requirements 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 [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, 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.

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 Statement of Work at Annex "A".

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 48 hours of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of **\$40,000.00** Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and the Contracting Authority before issuance.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a **quarterly basis** to the Contracting Authority.

The quarterly 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; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 (fifteen) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.1.2.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by 17 Wing, Detachment Dundurn Project Authority with Delegated Authority. Process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

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 \(2015-07-03\), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.](#)

7.3 Security Requirements

7.3.1 The following security requirements apply and form part of the Contract.

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

7.3.1.1 The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of contract issuance (estimated at April 1, 2016) to March 31, 2017.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 thirty (30) 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:

Rina Marsland
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch – Western Region
Government of Canada Building
101 22nd St E, Suite 110

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Saskatoon, SK S7K 0E1

Telephone: 306-241-5742
Facsimile: 306-975-5397
E-mail address: rina.marsland@pwgsc-tpsgc.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 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 Project Authority

The Project Authority for the Contract is:

To be Determined

The Project Authority 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 Project Authority; however, the Project 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.

7.5.3 Contractor's Representative

Name _____
Title _____
Address _____

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment – Ceiling Price

Basis of Payment, Firm Price applies to the following items in Annex B; Basis of Payment:

- **Class II Cut Area**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a ceiling price of \$ **TBD**. Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

7.7.2 Basis of Payment - Task Authorization

Basis of Payment, Task Authorization applies to the following items in Annex B, Basis of Payment:

- **Class I Cut Area**
- **Miscellaneous Cutting**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.7.3 Limitation of Expenditure – Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B" to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.4 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.7.5 T1204-Direct Request by Customer Department

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

7.7.6 Time Verification

SACC Manual Clause C0711C (2008-05-12), Time Verification

7.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.8 Certifications

7.8.1 Compliance

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

7.9 Applicable Laws

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

7.10 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 Articles of Agreement;
- (b) the general conditions 2035 (2015-09-03) Higher Complexity – Services;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Checklist
- (e) Annex D, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____,

7.11 Defence Contract

SACC Manual Clause [A9006C](#) (2012-07-16), Defence Contract

7.12 Canadian Forces Site Regulations

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

7.13 Foreign Nationals

SACC Manual Clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

SACC Manual Clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.14 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors; coverage must 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

1. Site Information

- a. The fenced compound, as shown in Appendix C is on approximately 445 hectares (1100 acres) of land. It is to be noted that not all of this area will be cut. It is the Contractors responsibility to verify the area to be cut at the time of request.
- b. All personnel working under this contract will require an Enhanced Reliability Check (ERC) prior to commencing any work.

2. Intent

- a. To maintain grassed areas at a suitable height for safety.
- b. To maintain grassed areas at an even height of cut without streaking or missed areas.

3. Work Schedule

- a. Prior to work commencing on either the Yearly Cut or the authorized Task Authorization, the Contractor shall arrange for an on-site meeting with the Project Authority, to arrange the start dates, work schedules, ERC security requirements and contract procedures.
- b. When schedule has been approved by Project Authority, the Contractor shall take necessary measures to complete work within scheduled time.
- c. The Contractor shall not change the schedule without the Project Authority's approval.

4. Description of Work

- a. The work under this section comprises the furnishing of all labour, materials and equipment required to cut and trim grass at Canadian Forces Ammunition Depot (CFAD), Dundurn in accordance with this Specification.

5. Work Included

Work indicated in this Section is to be performed on an as and when required basis, for both the Yearly Cut and the authorized Task Authorizations when requested by the Project Authority on a requisition against the Standing Offer.

- a. Mowing
- b. Trimming
- c. Weed removal from traverses
- d. Clean Up

6. Invoicing

- a. The Contractor shall provide an invoice upon satisfactory completion of the work required in the Yearly Cut or the authorized Task Authorizations.

7. Contractor's Use of Site

- a. The Contractor shall be briefed on use of the site by the Project Authority.
- b. The Contractor shall not unreasonably encumber the site with material or equipment.
- c. The Contractors movement to and around site shall be subject to restrictions imposed by the CFAD Commander.

8. Additional Drawings

- a. The Project Authority may furnish additional drawings to assist proper execution of work at the time of request. These drawings will be issued for clarification only. Such drawings shall have same meaning and intent as if they were included with plans referred to in the contract documents.

9. Hours of Work

- a. The Contractor shall arrange his work in a manner that will cause the least inconvenience or disturbance to the building occupants and schedule his work with the Project Authority. Working hours are 08:00 to 16:30 Monday to Friday.

10. Delivery and Storage

- a. The Contractor shall be responsible for the safety and security of his equipment and material. Storage shall be in areas approved by the Project Authority.

11. Safety

- a. The contractor and/or their staff will observe and enforce all safety measures required by the Canadian Construction Safety Code, the Provincial Government, Worker's Compensation Board and Municipal statutes and authorities.
- b. In event of conflict between any provisions of above authorities the most stringent provision will apply.
- c. The Contractor shall comply with all standing orders or other regulations in force on the site where work is to be performed.
- d. All protective devices shall be maintained in good order until completion of the work under this contract or until removal is ordered by the Project Authority.
- e. At no time will the Contractor leave equipment operating while unattended.
- f. Since the work involved to complete the contract occurs within Canadian Forces Ammunition Depot, Dundurn, the Contractor shall be bound to abide by all rules and regulations set forth by the Commanding Officer of the Ammunition Depot. These Regulations include but are not confined to the following.
 - i. all materials such as lighters, matches, etc., must be left at the main entrance;
 - ii. no smoking material, such as cigarettes, cigars or pipes are allowed in the Depot;
 - iii. no nylon clothing is allowed in the Depot;

- iv. proper and sufficient fire extinguishers are required to be carried, as per Appendix A.

12. Fire Safety Requirements

- a. the Contractor will receive briefing by the Detachment fire? Chief regarding fire safety and Detachment fire regulations.
- b. Fuel containers used by the Contractor shall be CSA Certified and approved by the Detachment Fire Chief prior to their use.
- c. Spark arrestors shall be used on all machinery being operated in the ammunition compounds.

13. Protection

- a. The Contractor shall prevent damage to buildings, landscaping, curbs, sidewalks, trees, fences and adjacent property. The contractor will make good any damage that does occur.

14. Clean-Up

The Contractor shall:

- a. effect a daily clean-up of debris resulting from his work and ensure that all hazardous impediments shall be removed from the site or adequately stored or protected at the end of each days work.
- b. at all times be extremely cautious that no debris or other hazardous impediments are left lying in locations that will cause an unsafe condition.
- c. Be responsible for the disposal of all clippings and debris
- d. On completion of the work under this contract, all equipment and debris shall be removed from the job site. The job site shall be left clean, neat and in a safe condition to the complete satisfaction of the Project Authority.

15. Equipment

- a. The Contractor shall present with his Tender, a list of the items of equipment that he proposes to use for grass cutting. Such information shall include the Manufacturer's name, model, and capacity for each item of equipment. Failure on the contractor's part to provide the items he has listed will constitute a reason for refusing the Contractor access to the site after the work has begun. Upon award of contract, the successful Contractor shall provide to the Project Authority the same list of equipment.

If any of the equipment must be permanently replaced due to damage or breakdown, the contractor must provide an updated list of equipment prior to the commencement of any work under the Standing Offer.

- b. All grass cutting equipment shall be maintained in first class condition with cutting edges sharp. The equipment shall be inspected frequently by the Project Authority, and shall be to his satisfaction. Mowers which cause scalping and turf damage shall not be used and if the equipment being used causes any damage, the operator must stop using it immediately and will not use it again at the site.

- c. Mowers, trimmers, tools and spares shall be furnished in sufficient numbers to meet the expected cutting frequency. Mowers shall be calibrated and capable of being adjusted on site to give mowing heights required by these specifications. Mower safety guards, as supplied by the equipment Manufacturer, shall be kept in use at all times.

16. Mowing

- a. Cutting heights will vary and will be determined on site by the Project Authority.
- b. Provide additional grass cutting when requested by the Project Authority.
- c. Mowing shall not be carried out when, in the opinion of the Project Authority:
 - i. the grass is too wet
 - ii. a long period of dry weather persists
- d. The contractor will provide lighter equipment when the Project Authority determines the ground is too soft to support the equipment on hand. This equipment must also be listed on the equipment list provided to the Project Authority prior to any work commencing.
- e. The contractor will remove paper, cans and any other debris which may be on the grass surface before cutting.
- f. Class I Cuts will be those areas within 30 M of a Magazine and 5 M each side of road ways. Class I Cut areas are to be cut to a height of 10 cm maximum.
- g. Class II Cuts will include Class I Cut areas and all other areas excluding treed and shrubbed areas. Class II Cut areas are to be cut to a height of 15 cm maximum, with Class I Cut areas to be cut to their normal maximum height
- h. All cutting within 1 meter around buildings, fences, hydrants, poles, signs, flower beds, hedges, trees and all other physical obstructions shall be done by using a hand held trimmer.

17. Trimming

- a. The contractor will trim grass around buildings, fences, hydrants, poles, signs, flower beds, hedges, trees and all other physical obstructions within areas of grass mowing.
- b. The contractor shall ensure trimming is completed no later than 4 hours after mowing is completed.
- c. The contractor shall trim grass to same height as mowed grass in the applicable area.
- d. The contractor shall prevent damage to trees and other physical obstructions when using power operated grass trimmers.
- e. Traverses with Asphalt, or Geotextile coverings and the perimeter fence are excluded from this contract.

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18. Clean-Up

- a. Clippings may be left on the mowed areas provided they are evenly distributed. If the Project Authority determines that the quantity of the clippings is excessive, the Contractor shall be responsible for removal and disposal of clippings. If bunching occurs, the Contractor shall immediately remove the clippings to the satisfaction of the Project Authority.

Appendix A
INSTRUCTIONS FOR CONTRACTORS
WORKING WITHIN CFAD DUNDURN

1. INTRODUCTION

- a. All contractors working in the Explosives Area of CFAD Dundurn shall acknowledge and accept appropriate responsibility for compliance with Canada Labour Code, Part II, and Regulations included in Canadian Forces Safety Manual and local Standing Orders regarding Fire, Safety and Security. To assist contractors, but not so as to relieve them of the responsibilities outlined above; those instructions most likely to be pertinent to contractor are outlined below. Additionally, before commencement of any task, the contractor or representative shall be briefed by the Project Authority Safety Officer (ESO) or other depot representative;
- b. All contractors shall be informed of every known or foreseeable health and safety hazard to which they are likely be exposed to in the work place;
- c. Contractors are responsible to ensure that all their employees and subcontractors are aware of, understand and comply with provincial and/or federal regulations on occupational health and safety, to ensure the safety of not only contractor personnel, but also that of Military Members, DND Public Service employees and the general public;
- d. Before being permitted to commence any undertaking, the contractor or authorized representative shall be given a copy of Instructions for Contractors Working within CFAD Dundurn. The contractor shall then be requested to sign the attached form. No task shall be permitted to commence before the depot is in possession of the signed form;
- e. These regulations shall be rigidly enforced.

2. ENTRY PROCEDURES

- a. All vehicles shall stop at the main gate and personnel report to the Security Guard before they will be permitted to enter;
- b. Every vehicle entering the Explosives Area shall have, as a minimum requirement, a 5lb. Fire extinguisher for fighting Class B,C, fires;
- c. Persons and vehicles entering the area shall be logged in and out by the Security Guard;
- d. All persons shall be issued the applicable gate pass i.e. contractor, DND/CF member or depot staff and it will be clipped on the persons outer clothing;
- e. Each person is responsible for returning the gate pass upon leaving the area.

3. ALCOHOL AND DRUGS

- a. Any person suspected to be under the influence of alcohol or drugs shall be denied entry to the Explosive Area.

4. CONTROLLED ARTICLES

- a. Examples: Oil or gas fuelled lighting, heating or burning appliances; matches, cigarette lighters or other portable means of producing spark or flame and tobacco in any form; radio transmitters; automated data processing equipment; cell phones; alcoholic

beverages; dangerous goods other than class I; ammunition not authorized for storage; firearms; cameras; food and drink; walkman type radios;

- b. Before entering the area, all persons shall be required to surrender controlled articles with Security Guard at the main gate;
- c. It is the responsibility of persons entering the Explosive Area to voluntarily declare all controlled articles. Persons and vehicles maybe searched upon entry or exit from the area;
- d. All articles shall be returned on request when leaving the area;
- e. If controlled articles or substances are required to perform a task within the Explosive Area, written permission shall be obtained from the Commanding Officer (CO). At that time, additional Fire and Safety regulations will be imposed and the contractor shall ensure these regulations are followed. Locally issued Fire Permits are required for the use of heat and flame producing tools and equipment within the Explosive Area;
- f. Any permanent employee of CFAD Dundurn, whether military or civilian, has the right and the duty to enforce regulations covering controlled articles;
- g. If a person suspected of carrying controlled articles in the area, that person shall be escorted from the area and the matter turned over to the Military Police (MP) for further investigation;
- h. Radio transmitters permanently mounted in vehicles shall be switched off at all times when they are in the Explosive Area.

5. HAZARD ASSESSMENT

Ref: CLC, Part II (effective 30 Sep 2000), Art 125 (1) (s) for employees and Art 125 (1) (z.14) for contractor personal and visitors.

- a. All persons granted access to the Explosives Area are made aware of known and foreseeable Health and Safety Hazards to which they are likely to be exposed to in the workplace;
- b. Ultraviolet radiation plus heat and cold extremes;
- c. Storage and transport of ammunition and explosives;
- d. Risk of mass explosion and/or vehicle fires;
- e. Narrow gravel roadways with a 40 Km per hour speed limit that may be icy and snow covered during the winter months;
- f. Grass, building and/or vehicle fires
- g. Insect bites/stings from mosquitoes, bees, hornets, tics, etc;
- h. Slips and falls on icy/wet surfaces, falls from ammunition stacks or vehicles;
- i. Back injury and/or strains and sprains from repetitive lifting;
- j. Hearing loss/damage do to wearing PPE at designated areas;
- k. Eye damage due to not wearing PPE at designated areas;
- l. Possible exposure to Hantavirus from deer mice during application of preventative measures;
- m. Possible exposure to Histoplasmosis from suspected contamination at HS30 from pigeon droppings;
- n. Infection from cuts and slivers due to manual handling of wire boxes, wooden crates, steel strapping, sharp tools, etc;
- o. Acid burns from maintaining forklift batteries;
- p. Frost bite from refuelling/changing propane tanks;

- q. Foot/toe injury due to crushing effects from vehicles or falling objects;
- r. Static electricity igniting or initiating propellant, pyrotechnic, EED and gasoline during fuelling;
- s. Lead poisoning from items disposed of in the destruction furnace;
- t. Electrical shock;
- u. Vehicle/MHE accidents;
- v. Respiratory infection from paint and thinner vapors;
- w. Phosphorus burns and poisoning;
- x. Nitro-glycerine poisoning;
- y. Chemical agents, tear gas – CS or CR agents;
- z. Office hazards such as extension cords, file cabinets, lifting properly, computer glare, ergonomics, stairway, tripping hazards, sharp objects, crushed finger, etc.

6. SPECIAL HAZARDS AND MEASURES

- a. Thunder and lightning storms present a special hazard to personnel working in an Ammunition Depot. All personnel shall vacate the Explosives Area upon depot management's determination that the lightning storm represents imitate danger to contractor personnel and employees within the Explosives Area;
- b. Extreme weather conditions, cold or heat, present special hazards to personnel and/or equipment used within the Explosives Area. All contractor personnel and employees shall vacate the Explosives Area upon depot management's determination that it is not safe to work within the Explosives Area;
- c. Depot Management reserves the right to refuse access to the Explosives Area for equipment and/or vehicles that appear to be unserviceable. The contractor shall permit the inspection of such equipment by qualified personnel representing the depot. Such inspections shall not remove or replace the contractor's liability and duty regarding use of serviceable equipment.

7. HOURS OF WORK

- a. Normal hours of work are from 0800 to 1630 hrs (8 am to 4:30 pm) Monday thru Friday;
- b. Normally entry after hours and on holidays will not be permitted unless specified in the contract;
- c. To assist the contractor in the completion of their task, every effort shall be made to permit extension of working hours provided the contractor agrees to meet extra Fire, Safety and Security Regulations which shall be explained at the time of the request.

8. ENTRY TO MAGAZINE AND WORKSHOPS

- a. If a contractor requires access to a magazine or workshop to perform a task, additional Fire, Safety and Security shall apply. These regulations shall be discussed when the request is made;
- b. A major provision is that entry to magazine shall not be permitted without a suitable escort. A suitable escort is a permanent employee of CFAD Dundurn.

9. CESSATION OF WORK

- a. At the end of each work day, the contractor or his representative must ensure that all waste and rubbish is disposed of or piled neatly in appropriate containers so as not to present a hazard;
- b. All flammable materials have been removed from the workplace, placed in approved cupboards/containers or otherwise made safe;
- c. All appliances and machines are to be disconnected or shut down;
- d. No entries to, exits from or aisles at buildings are to be blocked or obstructed;
- e. When contractors are working in magazines or workshops, it is the responsibility of the escort/representative of CFAD Dundurn to ensure that the above are applied and in addition shall ensure that:
 - i. Exterior doors, windows, vents are closed and locked;
 - ii. Fire equipment is in place and unobstructed;
 - iii. Aisles are unobstructed;
 - iv. Inside lights are turned off as required.

10 ACCIDENTS

- a. Work performed by contractors within the Explosive Area shall meet the requirements of the Saskatchewan Worker's Compensation Board. All accidents must be reported to them in accordance with provincial and other regulations. In addition any accident occurring in the Explosive Area, even if not involving DND personnel or property, shall be reported to the Commanding Officer of CFAD Dundurn.

11. RESPONSIBILITY FOR LOSS OR DAMAGE

- a. The Department of National Defence does not assume any responsibility for the loss or damage to the property and/or equipment of the contractor or his employees.

12. HAZARD INTERVENTION PROCESS

- a. As the Department relies more and more on the services provided by outside contractors, it is incumbent upon those responsible for individual contracts to ensure, not only that the required work is done in a complete and timely manner, but that it is completed in such a way that the work does not endanger those engaged in it, nor those that might be in proximity to it;
- b. If any person becomes aware of a condition or situation arising out of the activity of a contractor working on or in CFAD Dundurn premises, which could pose a hazard to the health and safety of any military member, DND Public Service employee or member of the general public, that person shall immediately notify the contract manager (DCEO local 205 or Jason Veldhouse 341) responsible for the contract;
- c. In extraordinary circumstances, when an accident is deemed imminent and the contract manager cannot be readily contacted, the most readily available senior officer of CFAD may order work to cease until such time as the normal procedure can be initiated and corrective action completed. Action of this type must bear in mind the potential implications of contract delays.

13. SAFETY INSPECTIONS OF CONTRACTOR OPERATIONS

- a. The Code requires the employer/co-employer (CFAD Dundurn) to ensure that every person granted access to the workplace by the employer is familiar with and uses in the prescribed circumstances and manner all prescribed safety materials, equipment, devices and clothing so as not to endanger the health and safety of contractor personnel or depot employees;
- b. Contractor activities will be monitored on a regular basis by depot safety personnel and DND contract authority. Observations will be reported to the contract authority. The authority will then advise the contractor to take whatever action is necessary to eliminate or effectively manage any real or potential threat to people and/or property;
- c. Work shall be stopped and the contractor advised immediately upon identification of an Explosive Safety Regulation violation that endangers people and/or property. The depot explosives safety representative will then advise the contractor to take whatever action is necessary to eliminate or manage the explosive safety hazard.

14. LENDING EQUIPMENT, DEVICES, TOOLS and MACHINERY

- a. Contractors are required to be in possession of, and to make proper use of equipment, devices, tools and machinery, including PPE during the contracted work;
- b. Government-owned equipment, devices, tools and machinery, including Personal Protective Equipment (PPE) should not be provided to a contractor.

15. ACTION ON DISCOVERING A FIRE

- a. Shout "FIRE" "FIRE" "FIRE" to warn nearby workers;
- b. Immediately turn in the fire alarm by pulling a fire alarm station or calling **911** reporting the fire and its location to the fire department;
- c. Remaining personnel shall fight the fire using firefighting equipment until the senior person present deems it unsafe and orders evacuation;
- d. The person that discovered the Fire shall report in person to the Guardhouse or phone **local 4360** and give details on the fire to the On Site Controller (OSCER).

16. HEARING THE FIRE ALARM

- a. Sounding of the general fire alarm is indicated by a wailing sound lasting a minimum of two (2) minutes;
- b. Upon hearing the general fire alarm siren, contractors shall do the following:
 - i. Secure the work place and proceed to the nearest Emergency Assembly Point (EAP);
 - ii. EAP building locations are identified by signs with white lettering on a green background positioned at roadway entrances;
 - iii. EAPs are located at: Hardstand 26, office in APB (M52), Main entrance in Transit (M51), Canteen in Headquarters building(B268) and Splinter Proof (B198) at Destruction Area, See enclosed maps;
 - iv. Vehicles shall be parked at an EAP in such a fashion as to facilitate further evacuation, but not to impede emergency vehicle traffic.

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- c. Contractors shall report their arrival at the EAP to the depot supervisor and await his or her instructions;
- d. Ultimately, everyone is evacuated from the Explosives Area. EAPs are used to ensure personnel are safe while the On Site Controller (OSCER) is accounting for the whereabouts of all personal and identifying the safest evacuation route for them to leave by;
- e. Depending on the contractors work site and/or requirements, special arrangements for evacuation procedures will be coordinated between the contractor, Fire Chief and depot management.

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Appendix B

FORMAL UNDERTAKING BY CONTRACTORS

CFAD DUNDURN EXPLOSIVES AREA

CERTIFIED that I am aware of CFAD Dundurn Standing Orders requiring my compliance with fire, Security and Safety practices, acknowledge and accept pertinent responsibility for compliance with the appropriate provincial and federal health and safety regulatory instructions concerning work to be performed by me, as a representative of:

Name and address of firm/company/section

and the aforementioned regulations and instructions are applicable to all contractors whilst working within the confines of the CFAD Dundurn Explosive Area during the period of this employment or contract. I further certify that I have been made aware of every known of foreseeable health and safety hazard to which contractor personnel are likely to be exposed to within the explosive area.

Type of work to be performed:

Grass Cutting within the Canadian Forces Ammunition Depot

Location of workplace or site:

Detachment Dundurn, Dundurn, SK.

_____ (Date) _____

(Signature of Representative)

_____ (Witness) _____

(Name of Company or Firm)

ANNEX "B"

BASIS OF PAYMENT

1. Price is all inclusive per cut, including all trimming and cleanup (as and when requested)
2. Prices are to be GST exempt; GST will be invoiced on a separate line on the invoice.

1. Year One; Date of Contract issuance (estimated April 1, 2016) to March 31, 2017

Fixed Portion of Contract:

ITEM	DESCRIPTION	PRICE
1.	One Class II Cut Area per year (per cut)	\$ /cut

Non-Fixed Portion – Task Authorizations:

Services or Cuts, as and when requested.

ITEM	DESCRIPTION	PRICE
2.	Class I Cut Area (per cut)	\$ /cut
3.	Class II Cut Area (per cut)	\$ /cut
4.	Miscellaneous Cutting (per hour)	\$ /hour
	Total	\$

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W0142-15X062

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STN-5-38003

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2. Option Year One: April 1, 2017 to March 31, 2018

Firm Portion of Contract:

ITEM	DESCRIPTION	PRICE
1.	One Class II Cut Area per year (per cut)	\$ /cut

Non-Fixed Portion – Task Authorizations:
Services or Cuts, as and when requested.

ITEM	DESCRIPTION	PRICE
2.	Class I Cut Area (per cut)	\$ /cut
3.	Class II Cut Area (per cut)	\$ /cut
4.	Miscellaneous Cutting (per hour)	\$ /hour
	Total	\$

3. Option Year Two: April 1, 2018 to March 31, 2019

Firm Portion of Contract:

ITEM	DESCRIPTION	PRICE
1.	One Class II Cut Area per year (per cut)	\$ /cut

Non-Fixed Portion – Task Authorizations:
Services or Cuts, as and when requested.

ITEM	DESCRIPTION	PRICE
2.	Class I Cut Area (per cut)	\$ /cut
3.	Class II Cut Area (per cut)	\$ /cut
4.	Miscellaneous Cutting (per hour)	\$ /hour
	Total	\$

Solicitation No. - N° de l'invitation
W0142-15X062/A
Client Ref. No. - N° de réf. du client
W0142-15X062

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-5-38003

Buyer ID - Id de l'acheteur
stn 202
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST
(Attached as PDF)



Contract Number / Numéro du contrat 15-1502
Security Classification / Classification de sécurité UNCLAS

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine NATIONAL DEFENCE	DEPARTMENT OF	2. Branch or Directorate / Direction générale ou Direction CE
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail
CUT GRASS IN CFAD AREA

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>	Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays: <input type="checkbox"/>

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat 15-1502
Security Classification / Classification de sécurité UNCLAS

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET		
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET		
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX D INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. Automobile Liability Insurance

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

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W0142-15X062

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File No. - N° du dossier
STN-5-38003

Buyer ID - Id de l'acheteur
stn 202
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ANNEX "F"

MANDATORY REQUIREMENT

***** Must be submitted with bid**

(See Next Page)

