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**10th Floor, 4900 Yonge Street /
10e étage, 4900 rue Yonge
Toronto
Ontario
M2N 6A6**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Address inquiries to the Contracting Authority at
Hussain.Noor@pwgsc-tpsgc.gc.ca

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
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Tree Trimming and Disposal	
Solicitation No. - N° de l'invitation W6888-201993/B	Date 2019-11-25
Client Reference No. - N° de référence du client W6888-201993	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-007-7854
File No. - N° de dossier TOR-9-42048 (007)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-06	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Noor, Hussain	Buyer Id - Id de l'acheteur tor007
Telephone No. - N° de téléphone (647)295-3458 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 8 WING/CFB TRENTON 8 WING 8 WING/CFB TRENTON BLDG. 155 14 ALERT BLVD. ASTRA Ontario K0K3W0 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

THIS CANCELS AND SUPERSEDES PREVIOUS BID SOLICITATION NO. W6888-201993/A, DATED 19 SEPTEMBER 2019 WITH A CLOSING DATE OF 30 OCTOBER 2019 AT 2:00 PM EDT.....	3
PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 SECURITY REQUIREMENTS	4
1.4 DEBRIEFINGS	4
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
2.5 APPLICABLE LAWS	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA ONLY	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	11
6.1 SECURITY REQUIREMENTS	11
6.2 INSURANCE REQUIREMENTS - PROOF OF AVAILABILITY - PRIOR TO ISSUANCE OF A STANDING OFFER	12
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	12
A. STANDING OFFER.....	12
7.1 OFFER	12
7.2 SECURITY REQUIREMENTS	12
7.3 STANDARD CLAUSES AND CONDITIONS.....	12
7.4 TERM OF STANDING OFFER.....	13
7.5 AUTHORITIES	13
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	14
7.7 IDENTIFIED USERS	14
7.8 CALL-UP INSTRUMENT	14
7.9 LIMITATION OF CALL-UPS.....	15
7.10 PRIORITY OF DOCUMENTS.....	15
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
7.12 APPLICABLE LAWS	15
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
B. RESULTING CONTRACT CLAUSES	16
7.1 STATEMENT OF WORK.....	16
7.2 STANDARD CLAUSES AND CONDITIONS.....	16

Solicitation No. - N° de l'invitation
W6888-201993/B
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

7.3	TERM OF CONTRACT	16
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	16
7.5	PAYMENT	16
7.6	INVOICING INSTRUCTIONS	17
7.7	INSURANCE REQUIREMENTS	17
7.8	SACC <i>MANUAL</i> CLAUSES	17
ANNEX "A"		19
	STATEMENT OF WORK	19
ANNEX "B"		29
	BASIS OF PAYMENT	29
ANNEX "C"		30
	SECURITY REQUIREMENTS CHECK LIST	30
ANNEX "D"		31
	INSURANCE REQUIREMENTS	31
ANNEX "E"		34
	USAGE REPORTING FORM	34
ANNEX "F"		35
	FINANCIAL EVALUATION	35
ANNEX "G"		36
	ADDITIONAL CERTIFICATIONS	36
ANNEX "1" TO PART 3 OF THE REQUEST FOR STANDING OFFERS		37
	ELECTRONIC PAYMENT INSTRUMENTS	37

This cancels and supersedes previous bid Solicitation No. W6888-201993/A, dated 19 September 2019 with a closing date of 30 October 2019 at 2:00 PM EDT.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Request for a Regional Individual Standing Offer for the provision of labour, material and equipment required for the removal, disposal, trimming of trees, shrubs, clearing fence lines of unwanted vegetation, and ground restoration for Department of National Defence (DND) Canadian Forces Base (CFB) Trenton, located at Trenton, Ontario on an "as and when requested" basis.

The Period of the Standing Offer is from date of Standing Offer Award to 31 January 2023 with an option to extend for two (2) additional one year periods.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving – PWGSC

10th Floor, 4900 Yonge Street

Toronto, Ontario, M2N 6A6

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: 416-952-1256

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable

Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with "Annex B, Basis of Payment".

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications and additional information 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

Any offer which fails to meet the following mandatory requirement at bid closing will be deemed non-responsive and will receive no further consideration.

Item No.	Mandatory Technical Criteria
M1	<p>Certification of Site Supervisor/Foreman: The Offeror must provide proof of the following valid certifications:</p> <p>a) Standard First Aid and CPR</p>
M2	<p>Any workers working at heights above 2.4m must be able to provide certifications indicating and confirming valid Fall Arrest Training from a recognized province of Ontario training institution before issuance of a call-up. Are the workers who will be working above 2.4m heights meet this criteria?</p> <p>Please provide yes/no response below.</p> <p>Bidders response: _____</p>
M3	<p>All personnel engaged in chain saw operations must possess a valid certificate identifying chainsaw training has been completed before issuance of a call-up.</p> <p>Certifications issued by the Province of Ontario recognized training facility, ArborCanada or equivalent for the following will be deemed as meeting this requirement:</p> <ol style="list-style-type: none">1. Chainsaw Operation certificate;2. Precision felling, Chainsaw Handling Safety and Ergonomics; and3. Faller technician. <p>Are the workers who will be engaged in chain saw operations meet this criteria?</p> <p>Please provide yes/no response below.</p> <p>Bidders response: _____</p>
M4	<p>The Offeror must be able to access and provide a Province of Ontario licensed / certified arborist who must provide the Project Authority advice of the health and removal strategy for specific trees or selected areas.</p> <p>Offeror is able to access and provide a Province of Ontario licensed certified arborist?</p> <p>Please provide yes/no response below.</p> <p>Bidders response: _____</p>

Solicitation No. - N° de l'invitation
W6888-201993/B
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

If the written confirmation has not been provided at bid closing, Public Works and Government Services Canada (PWGSC) will notify the Offeror that they are required to provide it within two (2) business days following notification from PWGSC. (Note: This time requirement reflects PWGSC's expectation that they are readily available.)

If the Offeror fails to provide the required document(s) within two (2) business days, their offer will be deemed non-responsive and that it will be given no further consideration.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Offeror must submit pricing for all line items in accordance with Annex 'B' – Basis of Payment (Excel File attached), in Canadian Funds.

The price used in the evaluation will be the sum of Total Evaluated Cost which is, Extended Price calculated by multiplying the Estimated Usages by the Firm Unit Price for Table 1 to 6, for Year 1, Year 2, Year 3, Option Year 1 and Option Year 2 in accordance with Annex B – Basis of Payment (Excel File attached).

4.1.2.2 SACC Manual Clause

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price-Bid

4.2 Basis of Selection – Mandatory Technical Criteria Only

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
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 "E";
 - b. Industrial Security Manual (Latest Edition).

7.3 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.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 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 D. 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:

- 01 February to 30 April;
- 01 May to 31 July;
- 01 August to 31 October;
- 01 November to 31 January.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer Award to 31 January 2023.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, from 01 February 2023 to 31 January 2024 and from 01 February 2024 to 31 January 2025 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 05 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Hussain Noor
Supply Officer
Public Works and Government Services Canada
Procurement Directorate
10th Floor, 4900 Yonge Street
Toronto, ON
M2N 6A6

Telephone: 647-295-3458

Solicitation No. - N° de l'invitation
W6888-201993/B
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

E-mail address: Hussain.Noor@pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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

7.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
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 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, CFB Trenton, Trenton, Ontario.

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2018-06-21) Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirement Check List;
- h) Annex D, Insurance Requirements
- i) Annex E, Usage Reporting Form;
- j) the Offeror's offer dated _____.

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.12 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*).

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. *[Note to Offerors: This clause will be inserted if payment by credit card(s) is accepted by the Offeror, otherwise it will be deleted]*

7.3 Term of Contract

7.3.1 Period of the Contract

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3 Multiple Payments

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

7.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

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

The following must be followed when submitting invoices:

- a. The invoices must be in sequence with the table in Annex B - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub-total, GST/HST and total.
- c. The invoice must identify the call-up number
- c. The invoice must identify the consignee address where the goods were delivered
- d. Each call-up and consignee point must be invoiced separately

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

7.7 Insurance Requirements

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

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

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

7.8 SACC Manual Clauses

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

Solicitation No. - N° de l'invitation
W6888-201993/B
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

A2001C	(2006-06-16)	Foreign Nationals (Foreign Contractor)
A9062C	(2011-05-16)	Canadian Forces Site Regulations
B9028C	(2007-05-25)	Access to Facilities and Equipment

Solicitation No. - N° de l'invitation
W6888-201993/B
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

CANADIAN FORCES BASE TRENTON



TREE AND VEGETATION MANAGEMENT

CFB TRENTON AND SATELLITE LOCATIONS

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

TREE AND VEGETATION MANAGEMENT

CFB Trenton and Satellite Locations

SECTION A

GENERAL SCOPE OF WORK

1. GENERAL DESCRIPTION

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

2. SITE ACCESS

Access to the site is subject to restrictions such as troop movement or other security regulations as laid out by the respective Unit(s). All possible steps will be taken to provide the Contractor with access to delivery areas at all times; however, Department of National Defence (DND) activity may require some closure of the areas at times.

Two working days of advance notice to the Project Authority (PA) is required before delivery to mitigate issues that can arise from DND activity. The authorized contact for delivery purposes is the PA specified in this RISO.

All personnel must be prepared to show their government issued photo identification (such as a driver's license or other piece of identification which the PA deems acceptable) while on DND property. Canada will not be responsible for costs incurred by the Supplier if the personnel are refused entry to the Canadian Forces Base.

3. STANDARDS

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

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

4. SCHEDULE OF WORK

- a. The Contractor must arrange his work in such a manner as to cause the least inconvenience to the building occupants where they may be affected.
- b. The Contractor must work in cooperation with other trades on the job, should this condition present itself.
- c. Work on job site must be carried out between the hours of 0730 and 1530, Monday to Friday, unless authorized otherwise by the PA.

5. EQUIPMENT AND TOOLS

The Contractor must:

- a. Ensure that all personnel have the necessary tools and equipment required to complete all tasks.
- b. Ensure no rental charges will be paid for tools or equipment incidental to the trade, including all Personal Protective equipment required for the work.
- c. Promptly remove any material or equipment that interferes with access or operations at the direction of the Site Authority.

6. USE OF PREMISES

- a. The contractor must be responsible for the provision of storage facilities, which may be required for the storage of their equipment and materials.
- b. The contractor must confine its apparatus, storage of materials and operations of their workers to limits indicated by law, ordinance or the direction of the PA, and must not unreasonably encumber the site.

7. SITE VISIT

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

8. RESPONSIBILITY

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

9. DAMAGE TO EXISTING FACILITIES

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

10. CLEAN UP

The Contractor must perform a daily cleanup of the debris resulting from their work. All hazardous impediments must be removed from the site at the end of each work day, utilizing contractor resources, use of DND dumpsters and collection bins is not approved.

11. FIRE SAFETY REQUIREMENTS/ BRIEFING

Upon award of the standing offer, the contractor will be briefed on fire safety, at their pre-work conference by the Wing Fire Chief, or delegated representative, before any work commences.

12. SAFETY AND SECURITY

- a. All work will be done in compliance with;
 - 1. Province of Ontario Occupational Health and Safety Act and Regulations,
 - 2. Worker's Compensation Act including Regulation 950 and 951,
 - 3. C-02-040-009/AG-000 DND General Safety Standards,
 - 4. Municipal authority provided that in any case of conflict or discrepancy, the more stringent must apply, if applicable.

13. SIGNS AND ADVERTISING

The offeror must provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, and must take all necessary precautions for the protection of the work and the safety of the public.

14. WHMIS

- a. All workers must comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health and Welfare Canada.
- b. Deliver copies of WHMIS data sheets to Engineer on delivery of materials.
- c. Keep copies of Material Safety Data sheets for all hazardous materials on site and make available to anyone "working with" and/or "in proximity to" the hazardous material.
- d. Contractors are responsible for the immediate reporting and initial remediation actions of all hazardous material spills. (*A spill is the intentional or unintentional deposit, discharge, dump, emission, emptying, injecting, leaking, pouring, placing, releasing, seeping, or spraying of a hazardous material into the environment.*)
- e. Upon discovery of a spill, the Contractor must ensure the Wing Fire Hall is notified followed by the applicable contract inspector.

- f. Contractors must ensure a proper spill containment kit is on site at all times. This kit must include material required for the initial clean up in the event of a hazardous material spill, (absorbent pads, oil dry, containment dikes etc)
- g. Contractors must ensure all tools / equipment and vehicles are free of leaks, which would result in a spill or discharge of hazardous material.

15. NON-COMPLIANCE WITH DND REGULATIONS

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

16. FORESEEABLE SITE HAZARDS

- a. Department of National Defence (DND) takes Health and Safety for all persons granted access to the workplace very seriously. In accordance with the Canada Labour Code part 2 "all reasonable care to ensure that all persons granted access to the workplace, other than the employer's employees, are informed of every known or foreseeable health and safety hazard to which they are likely to be exposed to in the workplace".
- b. Wing Construction and Engineering (WCE) has developed a list of foreseeable hazards. This is not an all-inclusive list. At the time of task authorization against this requirement and as part of the Contractor Site Safety Briefing, known hazards will be identified by the site inspector and Contractor's personnel for documentation and information to all workers.

17. SAFETY PLAN

Solicitation No. - N° de l'invitation
W6888-201993/B
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

-
- a. The Contractor must develop a site specific safety plan for this requirement which must be provided to the PA and the contractor's staff. Special attention must be placed on circumstances that require work in elevated positions
 - b. The Contractor is to supply a copy of their Health and Safety Policy & Program to the PA for review
 - c. The contractor must delineate his work area

DEPARTMENT OF NATIONAL DEFENCE

SPECIFICATION

TREE AND VEGETATION MANAGEMENT

CFB Trenton and Satellite Locations

SECTION B

TREE / VEGETATION MANAGEMENT

1. **SITE OF WORK**

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

2. **DEFINITIONS**

- a. **Tree:** Any woody, perennial plant, greater than 6 cm in diameter
- b. **Vegetation:** Any non woody, green stemmed sapling/ weed, up to 6 cm in diameter.

NOTE: To determine the diameter of a tree/ vegetation:

- a. Measure the circumference of the tree/ vegetation. Circumference is the distance around the trunk. Take a tape measure and wrap it around the trunk at a height of 1.2 metres (four feet) above ground level.
- b. To convert the circumference you have measured to diameter, divide the circumference, in centimetres, by pi (3.1416). This will give you the diameter of the tree/ vegetation.

3. **WORK INCLUDED**

The work covered by this agreement includes,

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

4. TREE / VEGETATION MANAGEMENT

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

- a. Removal of marked trees which must be inclusive of; felling, limb cutting, chipping, cutting into 1.2 metre lengths of identified trees and shrubs as directed by the PA. Disposal of same may be off or on CFB Trenton property,
- b. For removal of trees and stump removal - measurement of trees to be felled will be taken at a height of 1.2m. *Note - When measuring for stumping only, the stump measurement will be taken at the top of the exposed stump.*
- c. **NOTE:** All trees or vegetation, 1 to 6 cm in diameter - To be removed by means of shears, bush cutter, bush hog or other similar tools/ machinery. Pricing to fall under "vegetation removal" hourly pricing basis.
- d. Tree measurement is further defined as follows;
 1. Measure the circumference of a tree at the 1.2 metre mark above grade. Circumference is the distance around the trunk. Take a tape measure and wrap it around the trunk of the tree at a height of 1.2 metres (four feet) above ground level. To convert the circumference you have measured to diameter, divide the circumference in centimetres by pi (3.1416). This will give you the diameter of the tree.
 2. For a **multi-stem tree**, the diameters of all the stems are to be measured at 1.2 metres (four feet) from the ground. Pricing will be determined by the average of all the measured stems x the number of stems. i.e. 4 stems with an average diameter of 25 cm would permit pricing for 4 trees up to 30 cm diameter.
 3. **Trees on a Slope** must be measured at 1.2 metres (four feet) from the ground at the centre of the trunk axis (on the side of the slope) so the height of measurement is the average of the shortest and longest sides of the trunk.
 4. **Trees with a leaning trunk** must be measured at 1.2 metres (four feet) from the ground along the centre of the trunk axis (along the angle of the trunk) so the height of measurement is the height along the trunk.
 5. A **forked tree** must be measured at the narrowest part of the main stem below the fork. If the base of the fork is too high to reach, the tree must be measured at 1.2 metres. The height of this measurement and the height of the fork must also be recorded (for example: 75 centimetres diameter at 0.8. metres, fork at 1.1 metres).
- e. Stumping of felled trees will be to a depth not less than 102 mm below surrounding surface level. Clean-up and disposal of all wood chips is inclusive.
- f. Application of root killer and/or stump herbicide after stumping has been completed, as and when directed by PA. Comply with Federal, Provincial, Territorial, Municipal and local pesticide control regulations of locality in which operation is to be carried out.
- g. Trimming of marked trees will be identified by the PA. All branches to be chipped and

disposed of as directed by the PA.

h. Certified Arborist:

1. The Contractor must be able to access and provide a Province of Ontario licensed / certified arborist who must provide the PA advice of the health and removal strategy for specific trees or selected areas.
2. The Contractor may recommend when the services of a certified arborist must be used during tree removal. The PA will decide and authorize the use of the arborist.

5. SITE VISIT

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

6. SAFETY PRECAUTIONS

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

7. RESPONSIBILITY

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

8. CLEAN UP

The Contractor must perform a daily cleanup of the debris resulting from their work, and all hazardous impediments must be removed from the site at the end of each day's work, subject to the satisfaction of the PA.

9. CERTIFICATIONS

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

- a. All personnel must possess a valid Standard First Aid and CPR certificate from St. John Ambulance or other recognized training provider.
- b. Any workers working at heights above 2.4m must be able to provide certifications

indicating and confirming valid Fall Arrest Training from a recognized province of Ontario training institution, (only personnel working at heights must possess this certification, ground workers do not require this qualification.)

- c. All personnel engaged in chain saw operations must possess a valid certificate identifying chainsaw training has been completed. Certifications issued by the Province of Ontario recognized training facility, ArborCanada or equivalent for the following will be deemed as meeting this requirement
 - 1. Chainsaw Operation certificate
 - 2. Precision felling, Chainsaw Handling Safety and Ergonomics
 - 3. Faller Technician
- d. A contractor supplied arborist does not need to be affiliated with the vendor but must be available on an as and when required basis. Arborists must hold and demonstrate valid certification through the International Society of Arboriculture, the Ontario Ministry of Universities, Colleges, and Training, or Arboriculture Canada.

ANNEX "B"

BASIS OF PAYMENT (Excel File Attached)

All prices are firm unit prices, in Canadian funds, including Canadian customs duties, excise taxes, and are to be FOB destination(s) indicated, including all delivery charges. GST/HST must not be included in pricing and must be shown as a separate item on invoices.

Firm Unit Price/ Labour Pricing

Service Call (or Call-Up) pricing is an all-inclusive price that includes travel expenses, movement of equipment, profit, overhead, direct labour, tools and equipment required to and from the work site. No other charges will be allowed. Service call pricing will not be applied if personnel are already on site at CFB Trenton or the applicable satellite location.

All-inclusive firm call out rates must be based only on direct travel from the Contractor's business location to the work site and direct return to Contractor's business location (direct return trip).

Service call pricing applies to each day the service crew is on site.

The "All-Inclusive per Hour Rate" will commence after the first of hour of on-site productive labour for all of the Contractor's personnel (or per person if more applicable), if additional time is required to complete the requested service.

Harmonized Sales Tax (HST) is not included in the pricing, and is to be shown as a separate item on all invoices.

The Contractor will be paid for the actual hours worked at the firm hourly labour rates detailed in the pricing basis.

Full rates must be charged, only once, for each call out.

No rental charges must be paid for tools or equipment.

Hours of Work

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

Poisonous and Noxious Vegetation

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

NOTE: All trees or vegetation, 1 to 6 cm in diameter - To be removed by means of shears, bush cutter, bush hog or other similar tools/ machinery. Pricing to fall under "vegetation removal" hourly pricing basis.

Prices stated in Annex B are firm for the period of the Standing Offer.

ANNEX B - Appendix 1

Note to Offerors: Annex B will be attached based on inputs of the Offeror's Annex F, Evaluation from the winning offer. Annex B, Basis of Payment will then be provided with any resulting Standing Offer.

Solicitation No. - N° de l'invitation
W6888-201993/A
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Attached herein.

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. 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.

2 Environmental Impairment Liability Insurance

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

3. Automobile Liability Insurance

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

Solicitation No. - N° de l'invitation
W6888-201993/A
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

USAGE REPORTING FORM

The data must be submitted to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 01 February to 30 April;
- 01 May to 31 July;
- 01 August to 31 October;
- 01 November to 31 January.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period

Standing Offer No. W6888-201993	
Months:	
Item Description	Quantity

Solicitation No. - N° de l'invitation
W6888-201993/A
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

ANNEX "F"

FINANCIAL EVALUATION

The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage.

ANNEX F - Appendix 1

See attached.

ANNEX "G"

ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Suppliers are required to provide a list of their Board of Directors before Standing Offer issuance. Suppliers are requested to provide this information in their offer.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Suppliers are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - _____

Suppliers may register for a PBN online at **Supplier Registration Information**. For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Solicitation No. - N° de l'invitation
W6888-201993/A
Client Ref. No. - N° de réf. du client
W6888-201993

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42048

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W6888-201993

Security Classification / Classification de sécurité
UNCLASSIFIED

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine	DND 8 Wing Trenton	
2. Branch or Directorate / Direction générale ou Direction	RP Ops Del. Trenton	
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 The SOW is currently under development; however, the basic description is as follows: For implementation of a new SOA for tree cutting/trimming services for CFB Trenton and satellite areas. OPI - Ryan Rivers		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser		
Restricted to: / Limité à:	Restricted to: / Limité à:	Restricted to: / Limité à:
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET SECRET
TOP SECRET TRÈS SECRET		TOP SECRET TRÈS SECRET
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W6888-201993

Security Classification / Classification de sécurité
UNCLASSIFIED

SM

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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



RELIABILITY STATUS
COTE DE FIABILITÉ



CONFIDENTIAL
CONFIDENTIEL



SECRET
SECRET



TOP SECRET
TRÈS SECRET



TOP SECRET - SIGINT
TRÈS SECRET - SIGINT



NATO CONFIDENTIAL
NATO CONFIDENTIEL



NATO SECRET
NATO SECRET



COSMIC TOP SECRET
COSMIC TRÈS SECRET



SITE ACCESS
ACCÈS AUX EMPLACEMENTS

Special comments:

Commentaires spéciaux :

On DND property, unscreened personnel may only access public / reception zones.

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

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

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

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL	
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

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