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**PART 1 - GENERAL INFORMATION****1. Introduction**

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

**Part 1** General Information: provides a general description of the requirement;

**Part 2** Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

**Part 3** Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

**Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

**Part 5** Certifications: includes the certifications 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 Insurance Requirements and the Periodic Usage Reports - Standing Offer

## 2. Summary

The intent of this Regional Individual Standing Offer (RISO) is to provide air support to parachute operations as it is not possible to use military air resources during the proposed timeframe. The pilot, air crew (if applicable) and the aircraft must be certified for parachuting in accordance with the Transport Canada Regulations or the Federal Aviation Administration (FAA) on parachute safety. Parachute drops shall be conducted using Canadian Forces Parachute Safety Regulations for Search and Rescue Technicians contained in 1 Cdn Air Div Orders and, CFSSAR Training Documents. The aircraft will be used by DND the Canadian Forces Base (CFB) Comox, BC and other locations agreed upon by mutual consent between the Offeror and the Technical Authority.

The aircraft may also be used at various locations within Canada and the United States to support the CFSSAR.

### Term of the Standing Offer:

The period for making call-ups against the Standing Offer is from **April 1, 2012 to March 31, 2013.**

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) years periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

The requirement is subject to a preference for Canadian goods and/or services.

This Standing Offer is not for use within Comprehensive Land Claim Agreement Areas (CLCA's).

## 3. Debriefings

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

## **Part 2 - Offeror Instructions**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **1.1 SACC Manual Clauses**

M0019T (2007-05-25), Firm Price and/or Rates

### **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### **3. Enquiries - Request for Standing Offers**

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

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

#### **4. Applicable Laws**

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

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

### **Part 3 - Offer Preparation Instructions**

#### **1. Offer Preparation Instructions**

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

Section I: Technical Offer (two (2) hard copies)

Section II: Financial Offer (two (2) hard copies)

Section III: Certifications (two (2) hard 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 their offer.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- (1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

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**Section I: Technical Offer**

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

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

**Payment by Credit Card**

Canada requests that offerors complete one of the following:

(a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

(b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

**Part 4 - Evaluation Procedures and Basis of Selection****1. Evaluation Procedures**

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

(c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

## **1.1 Financial Evaluation**

The Total Assessed Offer Price will be calculated in the following method:

(1) the Basis of Payment at Annex B, the Estimated Usage will be multiplied by the Firm Rate Per Hour to achieve an extended price for each year.

The sum of the extended prices for all three years achieved above will equal the total assessed price.

## **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The offer with the lowest evaluated prices will be recommended for issuance of a standing offer.

## **Part 5 - Certifications**

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### **1. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.



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## 1.1 Federal Contractors Program - Certification

### Federal Contractors Program - \$200,000 or more

**1.1.1** The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

(a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ☐ is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## 1.2 Former Public Servant Certification

Contracts with 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 with FPS, offerors must provide the information required below.

### 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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

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**Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

**Part 6 - Security, Financial and Insurance Requirements****1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror can be insured in accordance with the Insurance Requirements specified in Annex C.

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.

Suppliers must comply with clause **G2030 (2008-05-12), Aviation Liability Insurance** at Annex 'C'.

## **Part 7 - Standing Offer and Resulting Contract Clauses**

### **A. Standing Offer**

#### **1. Offer**

**1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **2. 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### **2.1 General Conditions**

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **2.2 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 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:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

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

### **3. Term of Standing Offer**

#### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award for one (1) full year.

### 3.2 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) years periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority a minimum of thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Sue Ramsay**  
 Title: **Supply Specialist**  
 Department: **Public Works and Government Services Canada Acquisitions Branch**  
 Telephone: **250-363-3844**  
 Facsimile: **250-363-3344**  
 E-mail address: **sue.ramsay@pwgsc-tpsgc.gc.ca**

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

### 4.2 Project Authority

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

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

### 4.3 Offeror's Representative

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

## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:  
\_\_\_\_\_. (to be inserted at Standing Offer issuance)

## 6. Call-up Instrument / Procedures

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

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

## 9. 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 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2010C (2011-05-16), General Conditions - Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) Annex D, Period Usage Reports - Standing Offer;
- (i) the Offeror's offer dated \_\_\_\_\_.

## 11. Certifications

### 11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 11.2 SACC Manual Clauses

A2000C	(2006-06-16), Foreign Nationals (Canadian Contractor)
A2001C	(2006-06-16), Foreign Nationals (Foreign Contractor)
M3060C	(2008-05-12), Canadian Content Definition
M3800C	(2006-08-15), Estimates

## 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 **British Columbia**.

### B. Resulting Contract Clauses

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### 1. Statement of Work

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

#### 2. Standard Clauses and Conditions

##### 2.1 General Conditions

2010C (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2011-05-16), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

#### 3. Term of Contract

##### 3.1 Period of the Contract

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

#### 4. Payment

##### 4.1 Basis of Payment - Limitation of Expenditure

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 limitation of expenditure of \$\_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 4.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 4.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

#### 4.4 SACC Manual Clauses

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

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

#### 4.5 Payment by Credit Card

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



## **5. Invoicing Instructions**

**5.1** 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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

**5.2** 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.

## **6. Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7. SACC Manual Clauses**

A9062C (2011-05-16), Canadian Forces Site Regulations  
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)  
B4030C (2006-06-16), Aircrew Requirements - Fixed Wing Aircraft

**Annex "A"****Statement of Work**

The Department of National Defence - Canadian Forces School of Search and Rescue (CFSSAR) requires parachute operations support in the provision of an aircraft resource to conduct domestic parachute training programs.

This SOW describes strictly the aircraft resource required to support the following annual parachute training programs over the months of April, May, June and August.

<b>Mandatory</b>	
Provide the following “ <b>Mandatory</b> ” requirements	
Contractor must be in possession of a Temporary Authority to Operate ( <i>TAO</i> ) issued by DND to Conduct parachute training;	
Services provided to be in accordance with Canadian Forces (CF) parachute safety regulations for Search and Rescue Technicians contained in Air Command Orders, including Standard Manoeuvring Manuals and covered within the <i>TAO</i> , rules and regulations;	
Contracted air crew that operate from CF aerodromes will be required to sign as having read the applicable documents (provided by CFSSAR / 19 Wing Operations) prior to their first support flight; and	
Contracted aircrew / aircraft must be capable of flying and delivering parachute personnel to remote landing airstrips in BC and AB;	

<b>Basic Parachute Program (QL5A)</b>	Conducted in April / May, staged out of CFSSAR Proper in Comox, BC, for approximately 28 staff and students; and
<b>Parachute Recertification</b>	Conducted in May, staged out of CFSSAR Proper in Comox, BC, for between 6 and 22 staff, students and operational SAR Tech;
<b>Final Operations Training &amp; Graduation week (QL5A)</b>	Conducted in June, staged out of CFSSAR Jarvis Lake Detachment, Hinton, AB and CFSSAR Proper in Comox, BC, for approximately 28 staff and students;
<b>Instructor Parachute Program</b>	Conducted in August, currently being staged out of CFSSAR Proper in Comox, BC, for approximately 22 - 28 staff and operational SAR Tech;

<b>Terminology</b>	
<b>Translations</b>	<b>Descriptions</b>
<b><i>Ab Initio</i></b>	Initial training for those with no experience (Basic);
<b><i>QL5A</i></b>	<i>Ab Initio</i> / Initial SAR Tech training. A year long course consisting of multiple phases of instructions covering several Rescue disciplines/skill sets;
<b><i>DZ</i></b>	Parachute landing area or drop zone which parachutist target for landing;
<b><i>AGL</i></b>	Above Ground Level, altitude;
<b><i>TAO</i></b>	Technical Authority to Operate is an Internal military staffing / technical requirement;
<b><i>ASD</i></b>	Alternate Service Delivery Aircraft;
<b><i>Phase NCO</i></b>	Normally a Sergeant (Sgt), sometimes a Warrant Officer (WO), who is an Non-Commissioned Member (NCO) in charge of the Training phase being conducted;
<b>Technical Requirements</b>	
Environmental – all systems and equipment must be fully operable in air temps ranging from, - 40° C to + 40° C;	
Fire safety equipment as required by Transport Canada regulations;	
Multiple turbine tail-gate (ramp / cargo door) design capable of conducting static line and free fall operations for standing / equipment parachutist exits;	
Ramp / floor area shall be a minimum of 1.9 m wide with anti skid surface;	
Ramp and / or Cargo door must be capable of being operated in flight;	
Aircraft must be capable of conducting personnel parachute drops from 1500 ft <i>AGL</i> up to 12500 ft <i>AGL</i> ;	
Aircraft must be capable of carrying 12 jumpers with full equipment, each jumper weighing an average of 265lbs;	
CFSSAR will provide <i>ASD</i> crew a Standards and Training briefing on all SAR equipment, In-Flight procedures and In-Flight emergency procedures;	
CFSSAR will provide military Safety Person and associated equipment during all parachuting activity;	
CFSSAR will pay a “Dry” hourly rate of pay for aircraft / crew resource. In the event of a no fly day or flying less than 2 hours the contractor will be paid a minimum of 2 hours flying time;	
CFSSAR will provide pay positioning / repositioning fees as forecasted and accepted in the contract or Call-up;	

CFSSAR will provide accommodations, meals and transportation (rental vehicle) for the pilot(s) to a maximum of 2 persons while in support of the contract. CFSSAR will forward visiting contractor's particulars to 19 Wing Operations (19 WOps) and ensure Contractor contacts 19 WOps (250) 339-8231 / 8233 one week prior to arriving in Comox to receive a PPR#; and

19 Wing Comox will be responsible for aircraft fuel and transient servicing (parking, marshalling, etc) while at 19 Wing. Aircraft will be fuelled at 19 Wing Comox prior to returning to base (RTB). Fuel while away from 19 Wing Comox will be invoiced direct to their Customer Service local purchase order (LPO) section, contact particulars 250-339-8211 x8376, Fax: 250-339-8124.

### **Deliverables**

The following are deliverables which are due as specified. Contractor is to provide

Comprehensive aircraft capability and walkthrough brief that includes: all aircraft ground and In-flight procedures / emergencies;

All daily, weekly and end of training information / documentation shall be shared with the Technical Authority or *Phase NCO* for CFSSAR records; and

Contractor in addition to a *TAO* will require insurance as specified by the Contracting authority in the contract.

### **Constraints**

Training can be conducted any day of the week. Typical activity is during the weekdays from **08:00 to 05:00**. In the event of inclement weather or unforeseen circumstances weekends, evenings and nights will be used to meet Training Objectives; and

Occasionally, Night parachute operations will be conducted based on Training Plans and SAR Tech currencies. All Night jumps will be forecasted at least 24 hours in advance.

Provide resource for Parachute training (**QL5A / Parachute Recertification**) at CFSSAR Proper, Comox, BC, **23 Apr to 25 May for 2012**;

Provide resource for Parachute training (**QL5A**) at CFSSAR Hinton, AB for **1 June to 8 June** and CFSSAR Proper in Comox, BC, for **13 and 14 Jun for 2012**;

Provide resource for Parachute Training (**Instructor program**) tentatively scheduled at CFSSAR Proper in Comox, BC, on **20 to 24 Aug for 2012**;

**Annex "B"****Basis of Payment**

**Offerors must submit firm, all inclusive rates for the provision of the services described in Annex "A", Statement of Work. Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, is extra to the prices herein and shall be shown as a separate line item on any invoice.**

Description		Year One	Option Year One	Option Year Two
	<b>Estimated Usage per Year</b>	<b>Firm Rate Per Hour</b>	<b>Firm Rate Per Hour</b>	<b>Firm Rate Per Hour</b>
Dry Rate Note - minimum charge rate per flying day will be two (2) hours flying time	<b>140 hours per year</b>	\$_____	\$_____	\$_____
	<b>Estimated Usage per Year</b>	<b>Firm Daily Rate</b>	<b>Firm Daily Rate</b>	<b>Firm Daily Rate</b>
Holding fee is per day when the aircraft is not flying due to weather and / or contract runs over the weekend with Saturday and Sunday as non-flying days	<b>8 days per year</b>	\$_____	\$_____	\$_____
Offerors Proposed Aircraft: Manufacturer: _____ Model: _____				

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**Annex "C"****Insurance Requirements****1.0 G2030 (2008-05-12), Aviation Liability Insurance**

**1.1** The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.

**1.2** The Aviation 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, 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) 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.

(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) Employees and, where applicable, Volunteers must be included as Additional Insured.

(f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.

(g) 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.

(h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.

(j) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.

(k) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.

(l) Control Tower Liability: To cover for all liabilities arising from the ownership and/or operations of air traffic control towers

(m) 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.

**2.0 G4001C (2010-08-16), Aircraft Charter Insurance**

**2.1** The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:

(a) liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;

(b) in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:

(i) \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);

(ii) \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,

(iii) \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.

**2.2** The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.

**2.3** The Contractor's insurance 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 cancellation.

(c) 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.

(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 obligations.



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(e) 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.

**Annex "D"****Periodic Usage Reports - Standing Offer**

Each Usage Report is to be comprised of data from completed Call Ups.

The data must be submitted by email on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority at sue.ramsay@pwgsc-tpsgc.gc.ca.

The Offeror hereby offers to provide information on completed Callups as per the format below;

<b>Supplier Name</b>		<b>Contact Name / Number:</b>	
<b>Standing Offer Number:</b>		<b>Period Covered</b>	

<b>Date</b>	<b>Call up Number</b>	<b>Location</b>	<b>Dollar Value (HST / GST as applicable included)</b>

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Signature

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Date