

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Air Transportation CYFC - CYEG	
Solicitation No. - N° de l'invitation W2037-120101/A	Date 2012-03-13
Client Reference No. - N° de référence du client W2037-120101	
GETS Reference No. - N° de référence de SEAG PW-\$\$LP-003-60071	
File No. - N° de dossier lp003.W2037-120101	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-29	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Tremblay, Jacynthe	Buyer Id - Id de l'acheteur lp003
Telephone No. - N° de téléphone (819) 934-0768 ()	FAX No. - N° de FAX (819) 956-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB 3 ASG GAGETOWN STN FORCES P.O.BOX 17000 OROMOCTO New Brunswick E2V4J5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travel Procurement Services Division/Division des services
d'approvisionnement en voyage
Place due Portage, Phase III, 7B3
Portage III 7B3
11, rue Laurier/11 Laurier St.
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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

 Public Works and Government Services Canada	Travaux publics et Services gouvernementaux Canada	Document No. W2037-120101/A	Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions					
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Del. Offered Liv. offerte
1	COMBAT TEAM COMMANDER COURSE FIELD TRAINING EXERCI	W2037	W2037	1	Each	\$	\$	See Herein

REQUEST FOR PROPOSAL

Air Transportation from Fredericton NB (CYFC) to Edmonton AB (CYEG)

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Statement of Requirement

The Department of National Defence (DND) has a requirement to facilitate the movement of military personnel and baggage from Fredericton, NB (CYFC) to Edmonton, AB (CYEG) one-way, in support of the Combat Team Commander Course (CTCC) Field Training Exercise (FTX).

The objective will be to provide a passenger aircraft to perform a one way flight to depart CYFC on 28 April 2012 and arrive at CYEG no later than 14:00 hrs MDT on 28 April 2012.

Passenger aircraft to perform the following flight:

- Aircraft to depart CYFC on 28 April 2012 and arrive at CYEG no later than 14:00 hrs MDT on 28 April 2012;
- Fifty nine (59) military personnel with one (1) carry-on, two (2) duffle bags and one (1) ruck sack each.

Notes:

- Passenger weight is estimated to be 113 kg each, including one (1) carry-on;
- Approx weight for two (2) pieces of baggage and one(1) ruck sack is approximatively 60 kg;
- Approx volume for one (1) piece of baggage is 0.5 cubic meters;
- No ammunition/dangerous goods
- Passengers and baggage are to travel on the same aircraft.
- The carrier is responsible for ground and cargo handling at all locations.
- Passengers are to be processed thru the Pavilion in CYFC. The contractor is to ensure that the terminal in CYFC is opened one (1) hour prior to departure on 28 Apr 2012.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation

1.1 Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

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

2.1 Transmission by Facsimile

The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776. Refer to the 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, Section 08 - Transmission by Facsimile.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (one hard copy)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. Nav Canada fees are to be included. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

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

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

Bidders are required to comply with all the mandatory criteria found in Annex C - Mandatory Requirements considered responsive, a bid must meet all of the mandatory requirements of this bid solicitation. Bidders that submit proposals that are determined to be non-responsive will receive no further consideration.

Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded as submitted in Annex D - Basis of Payment.

Prices submitted in Annex D - Basis of Payment must be all included (including fuel surcharge), at the time of the bid submission.

2. Basis of Selection**2.1 Basis of Selection - Mandatory Technical Criteria**

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1.1 Federal Contractors Program for Employment Equity

Federal Contractors Program - over \$25,000 and below \$200,000

The certification is detailed and must be filled at Annex F.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Requirement

The Contractor must provide the services detailed items under Statement of Requirement at Annex A.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-03-02) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 28 April 2012 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jacynthe Tremblay
Supply Specialist
Public Works and Government Services Canada
Traffic Management Directorate

Travel Procurement Services Division - LP
11 Laurier Street, 6B3-37
Gatineau QC K1A 0S5

Telephone: 819-934-0768
Facsimile: 819-956-4944
E-mail address: jacynthe.tremblay@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is: ***To be inserted at contract award***

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

5.3 Contractor's Representative

To be inserted at contract award

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in Annex D, Basis of Payment, 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.

6.2 SACC Manual Clause

H1000C Single Payment 2008-05-12

7. Invoicing Instructions

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

7.2 Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the following address for certification and payment:

To be inserted at contract award

b) One (1) copy must be forwarded to the Contracting Authority.

8. Certifications

8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- a) the Articles of Agreement;
- b) 2003 (2012-03-02), Standard Instructions Goods or Services - Competitive Requirements;
- c) 2010C (2012-03-02) General Conditions - Services (Medium Complexity);
- d) all the annexes;
- e) the Contractor's bid dated _____

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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.

12. Air Transportation

The Contractor must comply with the provisions of the Canada Transportation Act, S.C. 1996, c. 10, the Aeronautics Act, R.S.C. 1985, c. A-2, the Canadian Aviation Regulations, SOR/96-433 and with all regulations, directions, orders and rules made pursuant to those Acts which are applicable to the services to be performed under the Contract. In particular, the Contractor must hold a valid Air Operator Certificate issued by Transport Canada and a valid licence issued by the Canadian Transportation Agency.

The pilot-in-command of the aircraft must receive and act upon instructions given by the authorized representative of the Identified User (DND) in respect of the scheduling and operational use of the aircraft, subject to the serviceability and weather conditions.

When, for safety or other reasons, the Contractor or pilot-in-command temporarily suspends a flight or any portion of the specified service, the Identified User will have the right to demand a written statement of cause.

The aircraft provided for the purpose of this charter must be equipped with serviceable radio equipment capable of transmitting and receiving on frequencies in use at departure, en route and destination; and with an Emergency Locator Transmitter (ELT).

ANNEX A**STATEMENT OF REQUIREMENT****COMBAT TEAM COMMANDER COURSE****BACKGROUND:**

The Department of National Defence (DND) has a requirement to facilitate the movement of military personnel and baggage from Fredericton, NB (CYFC) to Edmonton, AB (CYEG) one-way, in support of the Combat Team Commander Course (CTCC) Field Training Exercise (FTX).

REQUIREMENT:

Passenger aircraft to perform the following flights:

- Aircraft to depart CYFC **on 28 April 2012** and arrive at CYEG no later than 14:00 hrs MDT **on 28 April 2012**;
- Fifty nine (59) military personnel with one (1) carry-on, two (2) duffle bags and one (1) ruck sack each.

Notes:

- Passenger weight is estimated to be 113kg each, including one (1) carry-on;
- Approx weight for two (2) pieces of baggage and the ruck sack is approximately 60kg;
- Approx volume for one (1) piece of baggage is 0.5 cubic meters;
- No ammunition/dangerous goods
- Passengers and baggage are to travel on the same aircraft.
- The carrier is responsible for ground and cargo handling at all locations.
- Passengers are to be processed thru the Pavilion in CYFC. The contractor is to ensure that the terminal in CYFC is opened one (1) hour prior to departure on 28 Apr 2012.

Within one (1) week of contract award, the contractor is responsible to provide the Technical Authority (TA) with the complete flight schedule and contact information for ground handlers at all locations. Flight schedule is to include flight number, aircraft type, complete itinerary, number of seats on each flight and airline.

The contractor is not to accept any requests or make any changes that have a financial and/or contractual impact without prior written approval from the Contracting Authority (e.g. aircraft substitutions, additional flights, cancellation of flights, date changes etc).

Any requests/changes that are of a non-financial or contractual in nature are to be arranged with CTC G4 Contracts Officer, Mr Steve Kynock (506) 422-2000 ext. 7075.

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ANNEX B

BIDDER INFORMATION

1. Bidder Information

Contact:	
Name:	
Position/title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	

2. Company Information

Company name:	
Procurement business number (PBN):	
Street address:	
City:	
Province:	
Postal code:	
Direct phone number:	
Fax number:	
Toll free number:	

Note: Procurement Business Number (PBN)

If you do not have a PBN, please obtain your number using the following instructions:

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract Award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Internet site at: <http://contractscanada.gc.ca>

For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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ANNEX C

Mandatory requirements

1-Aircraft Model and Series:_____

2- A copy of the bidder's current Air Operator Certificate issued by Transport Canada.

3- A copy of the bidder's current Domestic and International (if applicable) Licence issued by the Canadian Transportation Agency.

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ANNEX D

BASIS OF PAYMENT

(Must be included with the proposal)

Bidders must provide price for a one way direct fly for 28 April 2012. All charges including airport and NavCan fees are to be included in the price. The Goods and Services Tax or the Harmonized Sales Tax must be shown separately. No fuel surcharge to be considered or added, reflect it in your bid.

Date	Itinerary (one way)	Price (\$)	GST or HST (\$)	Total Price (\$)
2012/04/28	From: Fredericton NB(CYFC) Identify airport if the airplan will have to stop during flight: _____ To: Edmonton AB (CYEG)			

ANNEX E**INSURANCE REQUIREMENT****Aircraft Charter Insurance**

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. 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.
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.
 - (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

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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 F**Federal Contractors Program for Employment Equity**

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder 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;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.