

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

**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 CANOE & KAYAK -WHITEHORSE YT	
Solicitation No. - N° de l'invitation W4295-15C003/A	Date 2015-04-29
Client Reference No. - N° de référence du client W4295-15C003	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-246-6718	
File No. - N° de dossier VIC-5-38007 (246)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-20	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène	Buyer Id - Id de l'acheteur vic246
Telephone No. - N° de téléphone (250) 363-3404 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Solicitation No. - N° de l'invitation

W4295-15C003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic246

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

W4295-15C003

File No. - N° du dossier

VIC-5-38007

CCC No./N° CCC - FMS No/ N° VME

THIS PAGE INTENTIONALLY LEFT BLANK

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

- 1.1 Security Requirements
- 1.2 Statement of Work
- 1.3 Debriefings
- 1.4 Trade Agreements
- 1.5 Comprehensive Land Claim Agreements (CLCAs)

PART 2 – BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Former Public Servant
- 2.4 Enquiries – Bid Solicitation
- 2.5 Applicable Laws

PART 3 – BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

PART 6 – RESULTING CONTRACT CLAUSES

- 6.1 Security Requirements
- 6.2 Statement of Work
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Proactive Disclosure of Contracts with Former Public Servants
- 6.7 Payment
- 6.8 Invoicing Instructions
- 6.9 Certifications
- 6.10 Applicable Laws
- 6.11 Priority of Documents
- 6.12 Insurance Requirements
- 6.13 Other SACC Manual Clauses

LIST OF ANNEXES

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Insurance Requirements
- Annex D Mandatory Technical Evaluation Criteria

PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the Agreement on Internal Trade (AIT).

1.5 Comprehensive Land Claims Agreements

This procurement is subject to the following Comprehensive Land Claims Agreements:

- Ta'an Kawch'an Council Final Agreement;
- Kwanlin Dun First nations Final Agreement;
- Carcross/Tagish First Nation Final Agreement;
- Champagne and Aishihik First Nations Final Agreement

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with

Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than seven (7) calendar days before the bid closing date**. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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

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

- Section I: Technical Bid (One (1) hard copy)**
- Section II: Financial Bid (One (1) hard copy)**
- Section III: Certifications (One (1) hard copy)**

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should 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. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See **Annex D**.

4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price – Bid

4.2 Basis of Selection

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 and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award and certifications and Certifications Required with the Bid

5.1.1 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.1.2 Federal Contractor's Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.1.3 Workers Compensation - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within ten (10) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.1.2 Additional Certifications Precedent to Contract Award

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

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

5.1.2.1.1 SACC Manual Clause A3050T (2014-11-27) Canadian Content Definition

PART 6 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from June 5, 2015 to June 4, 2016. The work is to be performed during the period of July 8, 2015 to August 13, 2015.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions (Option year 1: From June 5, 2016 to June 4, 2017; Option year 2: From June 5, 2017 to June 4, 2018). The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hélène Kobenter
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1230 Government Street, Suite 401
Victoria, British Columbia Canada V8W 3X4
Telephone: (250) 363-3404
Email address: Helene.Kobenter@pwgsc-tpsgc.gc.ca

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

6.5.2 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.

6.5.3 Contractor's Representative

The Bidder is required to complete the following:

Name: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

6.6 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.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B, Basis of Payment for a cost of \$ _____. Customs Duties are included and Applicable Taxes are extra.

6.7.2 Discretionary Audit

SACC Manual Clause C0100C (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

6.7.3 Single Payment

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

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One copy must be forwarded to the PWGSC Contracting Authority identified under section 6.5.1

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.1.1 *SACC Manual* Clauses

A0285C (2007-05-25) Workers Compensation

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2014-09-25), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____.

6.12 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.

6.13 Other SACC Manual Clauses

- A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
- A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)
- A9062C (2011-05-16) Canadian Forces Site Regulations

ANNEX A - STATEMENT OF WORK

WATER ACTIVITIES WHITEHORSE CADET TRAINING CENTRE

1. Title and Date

- 1.1 Water Activities - Whitehorse Cadet Training Centre (WCTC)
- 1.2 Period of the Contact: Date of Award to 31 May 2016.
- 1.3 Option to extend: The Contractor grants Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions.

2. Background

- 2.1 The purpose of WCTC operations is to further the objectives of the Canadian Cadet Movement, for youth aged 12 to 18, by providing leadership and skills training for cadets to use at their home units. Training at WCTC ranges from basic indoctrination for new cadets to leadership, team building and instructional techniques training for second and third year cadets, and on the job training for fourth and fifth year cadets. Training is carried out during July and August of each year.
- 2.2 Located at Boyle Barracks, 20km south of Whitehorse, YT, WCTC is the only Cadet Training Centre "North of 60". 40% of the course cadets come from the Territories. Our area of operations covers an area of the Yukon Territory consisting of the Robert Campbell Highway to the north, the South Canol Road to the east, Tagish to the south and Kusawa Lake to the west.
- 2.3 Training is focused on expedition activities which aim to develop leadership skills while enhancing individual self-concepts such as self-confidence, self-reliance, self-esteem and self-discipline.
- 2.4 Safety Standards for all on the water activities are as per A-CR-CCP-030/PT-001 Water Safety Orders (relevant version enclosed).
- 2.5 Each group undergoing training will be directly supervised by a Canadian Armed Forces (CAF) Member or Regional Cadet Support Unit (NW) Employee. These persons will participate in all activities but do not count towards the instructor to student ratio.
- 2.6 The courses offered at WCTC that are relevant to this statement of work have the following aims:
 - 2.6.1. The Expedition Instructor (EI) Course is to develop a specialist with the skills and subject matter knowledge required to be an instructor on expedition subjects and act as a team leader during an expedition. Cadets participating in the EI Course are required to participate in a one-day long tandem canoe training, and a canoe trip on moving water while on an eighteen-day long expedition. These cadets will generally be 14 to 15 years of age.
 - 2.6.2. The Basic Expedition (BE) course is to initiate cadets to the outdoors while integrating field training into an expedition setting. Cadets participating in the BE Course are required to participate in one day of tandem canoe training, and a canoe trip on flat water for two days while on a five-day long expedition. These cadets will generally be 13 to 14 years of age.

- 2.6.3. The Basic Marksman (BM) Course is meant to introduce Army Cadets to the marksmanship activities. Cadets participating in the BM Course are required to participate in three half days sessions of an adventure activity: tandem canoeing has been selected. These cadets will generally be 13 to 14 years of age.
- 2.6.4. The General Training (GT) course is to introduce Army Cadets to the Cadet Training Centre environment and specialty training qualifications. Cadets participating to the GT course are required to complete an adventure activity of a day's length. These cadets will generally be 12 to 13 years of age.

2.7 The objectives of water activities are:

- 2.7.1. To encourage outdoor physical activity; and
- 2.7.2. To enable personnel to safely navigate the rivers, lakes, and coastal waters of this country.

2.8 Canoe and kayak activities can be broken down in two main categories: training and tripping.

- 2.8.1. Training refers to an activity limited to a single location usually less than 30 minutes or 1000 meters from the put in point. Some training is adventurous activity, with the main aim of getting the cadets active and have fun rather than teach or evaluate skills.
- 2.8.2. Tripping is an activity that moves more than 30 minutes or 1000m meters from the put –in point and are frequently overnight.

3. Objective

3.1. This requirement is for the provision of equipment and instructors to conduct and supervise training for tandem canoe, voyageur canoe, and various self-propelled watercraft, and one two-day trip, and three five-day overnight trips in tandem canoes. All activities will occur between 8 July 2015 and 13 August 2015 in the Yukon Territory.

4. Scope of Work

4.1 The Contractor will be required to provide instruction, supervision, technical expertise, navigation, and some equipment in order to conduct training activity with the voyageur canoe, tandem canoe, other self-propelled watercraft, and to lead one two-day and three five-day long trips with tandem canoes to meet the performance objectives (POs) and enabling objectives (EOs) and in accordance with Water Safety Orders (all included as enclosures). This plan is subject to change with respect to the order and layout of training, but not subject matter without prior consultation between the Training Authority and the Contractor. The schedule of work with remarks is included in Section 10.

4.2 Activities A, F, H, I, L, and M (Section 10) are adventure activities without performance or enabling objectives. Here the intent is to have fun and be active while introducing or reinforcing basic skills and safety lessons.

4.3 The Contractor must provide and transport to put-in and from take-out from location as follows. Equipment is meant to include the canoe, relevant accessories in accordance with Water Safety Orders, PFD, and paddle: everything that is required for conduct of the activity.

-
- 4.3.1. Voyageur Canoes and associated equipment for the voyageur canoe activities A, H, and L (Section 10). It is expected that the voyageur canoe will hold 10 students and the instructor. If this is not the case, instructor numbers will need to be adjusted so there is at least 1 instructor per canoe with an instructor to student ratio of no more than 1:12.
 - 4.3.2. 17 tandem canoes, Personal Flotation Devices (PFDs), and associated equipment for Activity D (Section 10).
 - 4.3.3. 10 tandem canoes, PFDs, and associated equipment for the training session at Activity I (Section 10).
 - 4.3.4. Self-propelled watercraft and associated equipment for the watercraft activity F (Section 10). Self-propelled watercraft should contain some tandem sea-kayaks but a raft, paddleboard, or sit on top single kayaks maybe provided. If solo craft are selected for this activity the contractor must ensure that instructor to student ratios are maintained in accordance with Water Safety Orders.

5. Instructor Requirements

5.1 All instructors must have valid Vulnerable Sector Screening (working with youth aged 12-18 yrs) and Police Records Check (proof of compliance must be provided to the DND Project Authority no later than 1 July) and become familiar with the enclosed performance and enabling objectives, and Water Safety Orders.

5.2 All flat water training instructor must hold valid Paddle Canada (or acceptable equivalent) Flat Water Instructor certification appropriate for the Watercraft to be used. At least 1 instructor must be emergency first aid qualified at each training activity. Proof of compliance must be provided to the DND Project Authority no later than 1 July.

5.3 All flat water trip instructors hold valid Paddle Canada (or acceptable equivalent) Canoe Tripping Level 1 certification, be familiar with and have current experience, at least one trip as leader or assistant leader, guiding canoes on Yukon Lakes, and be familiar with the Marsh Lake area and route from Tagish to Army Beach including possible camping areas, take outs, etc. At least one instructor must be emergency first aid qualified for this trip. Proof of compliance must be provided to the DND Project Authority no later than 1 July.

5.4 All moving water instructors must hold valid Paddle Canada (or acceptable equivalent) Moving Water Class II Instructor certification for tandem canoe and Wilderness First Responder certification. Each instructor per trip must have current experience as a trip leader, or been an assistant trip leader under an experienced leader, on the Teslin, Yukon, and Takhini Rivers and be thoroughly familiar with the Route including possible camping areas, routes, etc. Proof of compliance must be provided to the DND Project Authority no later than 1 July.

6. Responsibilities

6.1 The Contractor is responsible for:

- 6.1.1. The conduct and supervision of all technical and safety aspects of the activity in accordance with the Water Safety Orders and performance and enabling objectives;
- 6.1.2. Providing navigation during tripping;

-
- 6.1.3. Being thoroughly familiar with routes, possible campsites, and take out points;
 - 6.1.4. Providing interpretive information along tripping routes of historical or natural significance and assist with off the water camping routine.
 - 6.1.5. Be alert for and reacting to teachable moments to reinforce basic tripping and camping skills;
 - 6.1.6. Ensuring the minimal number of instructors are ready to instruct the activities assigned prior to the start times listed herein;
 - 6.1.7. Providing personal clothing, navigation equipment and maps, communications equipment, camping equipment, transportation, PFDs, paddles and rations for all instructors attending all activities;
 - 6.1.8. Assisting in planning of emergency procedures for the Trips;
 - 6.1.9. Participating in briefings and debriefings with the Officer in Charge and Students;
 - 6.1.10. Providing first aid to all on all activities;
 - 6.1.11. Providing first aid kits suitable, and sufficiently stocked, for the Activity and the instructor's qualification in accordance with Water Safety Orders;
 - 6.1.12. Appointing a liaison person to be on call (24 – 7) during activities and during regular office hours while an activity is not being conducted;
 - 6.1.13. Conducting themselves in accordance with the following rules and policies:
 - 6.1.13.1. Smoking during instruction or transportation is prohibited;
 - 6.1.13.2. The selling or giving of tobacco products to cadets is prohibited;
 - 6.1.13.3. Refraining from smoking in the presence of cadets;
 - 6.1.13.4. Smoking will only occur in designated areas separate and away from cadets;
 - 6.1.13.5. No drug use unless the individual is authorised to use the drug by a qualified medical or dental practitioner for the purposes of medical treatment or dental care or the drug is contained in a non-prescription medication used by the individual in accordance with the instructions accompanying the medication;
 - 6.1.13.6. To not introduce, possess, consume, or be under the influence of alcohol within eight hours of expected contact with cadets, while working with cadets, or in transport with cadets; and
 - 6.1.13.7. Relationships with cadets of an emotional, romantic, or sexual nature are not permitted;
 - 6.1.14. Reporting disciplinary problems to the Officer in Charge;

6.1.15. Providing and transporting to put in and from take-out points equipment as detailed in Sections 4 and 11; and

6.1.16. Providing reports and deliverables as per para 8.

6.2 DND is responsible for:

6.2.1. Appointing an Expedition Coordinator and Safety Officer who will coordinate details with the contractor;

6.2.2. Arranging and paying for all permits or rights of access to training areas, camping spots, or other locations including those covered under the Comprehensive Land Claim Agreements;

6.2.3. Appointing an Officer in Charge for each activity who will oversee each activity;

6.2.4. Providing direction to contractor during activities within the scope of this contract;

6.2.5. Ensuring discipline amongst the group;

6.2.6. Providing personal clothing, camping equipment, transportation and rations for all cadet and CAF personnel attending all activities;

6.2.7. Providing tandem canoes and associated canoe equipment for all (except as noted in Sections 4 & 10), including contracted instructors, and transporting them to start points and from end points;

6.2.8. Paying any third party costs associated with emergency procedures or communications device use;

6.2.9. Providing communications devices for emergency and administrative use; and

6.2.10. Providing emergency plans and support for activities; and

6.2.11. Providing emergency plans and support for adventure activities and instruction.

7. Language of Work

7.1 The language of work, reports, and deliverables will be English.

8. Reports and Deliverables

8.1 Names, resumes, copies of all required certifications and Police Record Check and Vulnerable Sector Screening must be provided for all personnel (including management) to the Project Authority prior to 1 July 2015.

8.2. Written report before the completion of cadet training on the achievement of the objectives. The report is to list observed strengths and weakness for each aspect of the training and should contain recommendations for improvement. Equipment or support deficiencies and recommendations should be included in the report.

Solicitation No. - N° de l'invitation
W4295-15C003/A
Client Ref. No. - N° de réf. du client
W4295-15C003

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-5-38007

Buyer ID - Id de l'acheteur
VIC246
CCC No./N° CCC - FMS No./N° VME

Applicable Documents

9.1 Abbreviated A-CR-CCP-030/PT-001 Water Safety Orders, and relevant performance and enabling objectives are enclosed.

10. On the Water Activities Schedule

Activity	Start Date (2015)	Start Time (Hrs)	End Date (2015)	End Time (Hrs)	Course	Category	Watercraft	Location	Personnel Participating	# of Students under Instructor to Student Ratio	Instr Req'd	EOs	Equipment (Eqpt) Required	Remarks
A	8-Jul	0800	8-Jul	1700	GT	Training	Voyageur Canoe	Schwatka Lake	20	19	2	Nil	Contractor-All canoes and eqpt	Flat Water Canoe with one day experience with voyageur canoe & at least 1 Emergency First Aid. A morning paddle and an afternoon paddle for fun. A morning and an afternoon session of 20 participants for each. This is an adventurous activity; the intent is to have fun and be active while introducing or reinforcing basic skills and safety lessons.
B	9-Jul	800	9-Jul	1700	BE	Training	Tandem Canoe	Mary Lake	40	38	4	S252.01 to S252.05 and S252EC01	DND-All canoes and eqpt	Flat Water Canoe & at least 1 Emergency First Aid.
C	15-Jul	800	15-Jul	1700	EI	Training	Tandem Canoe	Mary Lake	40	31	4	S353.01 to S353PC	DND-All canoes and eqpt	Flat Water Canoe & at least 1 Emergency First Aid.
D	16-Jul	800	16-Jul	1700	EI	Training	Tandem Canoe	Mary Lake	40	31	4	S353.01 to S353PC	Contractor-17 Canoes and Eqpt. DND will provide additional canoes required	Flat Water Canoe & at least 1 Emergency First Aid.

Solicitation No. - N° de l'invitation
W4295-15C003/A
Client Ref. No. - N° de réf. du client
W4295-15C003

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-5-38007

Buyer ID - Id de l'acheteur
VIC246
CCC No./N° CCC - FIMS No./N° VME

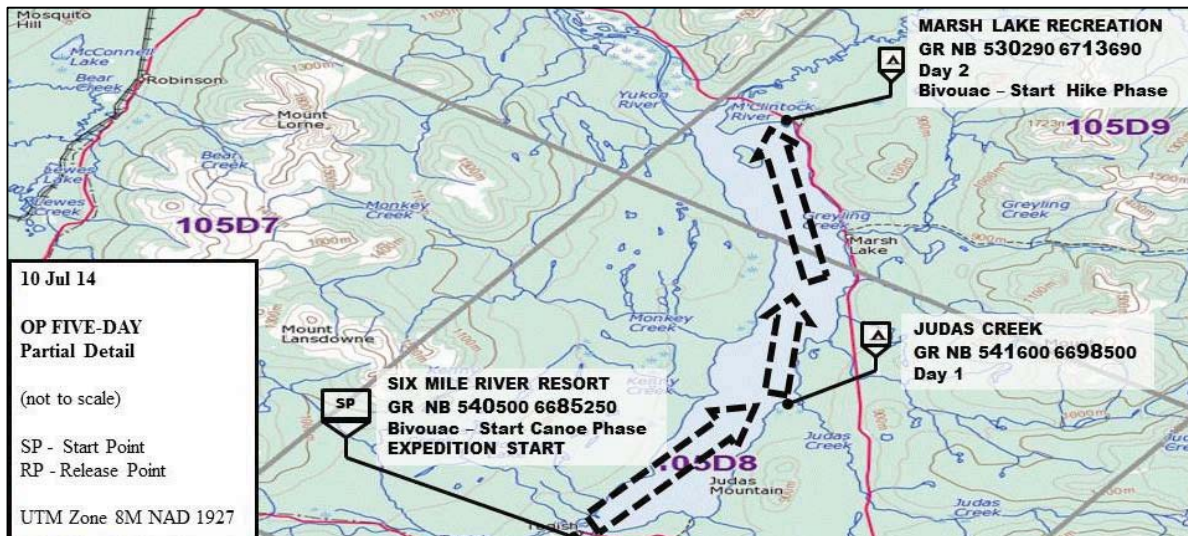
Activity	Start Date (2015)	Start Time (Hrs)	End Date (2015)	End Time (Hrs)	Course	Category	Watercraft	Location	Personnel Participating	# of Students under Instructor to Student Ratio	Instr Req'd	EOs	Equipment (Eqpt) Required	Remarks
E	16 Jul	0800	17-Jul	1700	BE	Tripping	Tandem Canoe	Marsh Lake from Tagish to Army Beach	40	34	4	S226.04	DND-All canoes and eqpt	Flat Water Canoe Tripping Level 1 with Emergency First Aid. Route Details at Section 11.
F	22-Jul	800	22-Jul	1700	BE	Training	Various Watercraft	Kootasoon Lake	20	19	2	Nil	Contractor-All (22) Kayaks and Eqpt.	Flat Water Watercraft & at least 1 Emergency First Aid. This is an adventurous activity. A morning and an afternoon session of 20 participants for each. This is an adventurous activity; the intent is to have fun and be active while introducing or reinforcing basic skills and safety lessons.
G	23 Jul	0800	27-Jul	1700	EI	Tripping	Tandem Canoe	Kusawa Lake Campground to Burma Road along Kuswawa Lake and the Takhini and Yukon Rivers	22	20	2	S355.04C	DND-All canoes and eqpt	Each must be Moving Water Level 2 with WFR. Will be travelling more or less independently with their own group of 11 (including one CAF member) but meeting up for the night. Route Details at Section 11.

Activity	Start Date (2015)	Start Time (Hrs)	End Date (2015)	End Time (Hrs)	Course	Category	Watercraft	Location	Personnel Participating	# of Students under Instructor to Student Ratio	Instr Req'd	EOs	Equipment (Eqpt) Required	Remarks
H	27-Jul	800	27-Jul	1700	GT	Training	Voyageur Canoe	Schwatka Lake	20	19	2	Nil.	Contractor-All Canoes and Eqpt.	Flat Water Canoe with one day experience with voyageur canoe & at least 1 Emergency First Aid. A morning and an afternoon paddle for fun. A morning and an afternoon session of 20 participants for each. This is an adventurous activity; the intent is to have fun and be active while introducing or reinforcing basic skills and safety lessons.
I	31 Jul	800	31-Jul	1200	BM	Training	Tandem Canoe	Mary Lake	40	38	4	Nil	Contractor-10 canoes and eqpt. DND will provide remaining canoes and eqpt.	Flat Water Canoe & at least 1 Emergency First Aid. This is an adventurous activity for fun and to keep active.
J	29 Jul	0800	2-Aug	1700	EI	Tripping	Tandem Canoe	Kusawa Lake Campground to Burma Road along Kusawa Lake and the Takhini and Yukon Rivers	22	20	2	S355.04C	DND-All canoes and eqpt	Each must be Moving Water Level 2 with WFR. Will be travelling more or less independently with their own group of 11 (including one CAF member) but meeting up for the night. Route Details at Section 11.

Activity	Start Date (2015)	Start Time (Hrs)	End Date (2015)	End Time (Hrs)	Course	Category	Watercraft	Location	Personnel Participating	# of Students under Instructor to Student Ratio	Instr Req'd	EOs	Equipment (Eqpt) Required	Remarks
K	4 Aug	0800	8-Aug	1700	EI	Tripping	Tandem Canoe	Kusawa Lake Campground to Burma Road along Kusawa Lake and the Takhini and Yukon Rivers	22	20	2	S355.04C	DND-All canoes and eqpt	Each must be Moving Water Level 2 with WFR. Will be travelling more or less independently with their own group of 11 (including one CAF member) but meeting up for the night. Route Details at Section 11.
L	10-Aug	0800	10-Aug	1600	GT	Training	Voyageur Canoe	Schwatka Lake	20	19	2	Nil	Contractor-All canoes and eqpt	Flat Water Canoe with one day experience with voyageur canoe & at least 1 Emergency First Aid. A morning paddle and an afternoon paddle for fun. A morning and an afternoon session of 20 participants for each. This is an adventurous activity; the intent is to have fun and be active while introducing or reinforcing basic skills and safety lessons.
M	13-Aug	800	13-Aug	1200	BM	Training	Tandem Canoe	Kootasoon Lake	40	38	4	Nil	DND-All canoes and eqpt	Flat Water Canoe & at least 1 Emergency First Aid. This is an adventurous activity; the intent is to have fun and be active while introducing or reinforcing basic skills and safety lessons.

11. Route Details

11.1. Activity E



11.2. Activity G, J and K

11.2.1 The route of choice is the Takhini River and Yukon Rivers from Kusawa Lake Campground (Yukon Government Campground GR NC 467540 6716169) and ends at Burma Road Take Out (GR MN 492717 6753024). When and where to bivouac for the first two nights is up to the Officer in Charge after conferring with the exception to stay to river right up to the Takhini Bridge. During the first two nights, one night is spent at the "Jaws" if conditions permit: we portage the feature but spend time on the feature in unladen canoes at the instructor's discretion. Third night must be spent at Muktuk Kennels and fourth at Egg Island.

11.2.2. Alternate route is Teslin and Yukon Rivers from Johnson's Crossing to Coal Mine Campground outside of Carmacks.

Solicitation No. - N° de l'invitation
W4295-15C003/A
Client Ref. No. - N° de réf. du client
W4295-15C003

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-5-38007

Buyer ID - Id de l'acheteur
VIC246
CCC No./N° CCC - FMS No./N° VME

APPENDIX A.1 TO ANNEXE A (STARTS ON NEXT PAGE)

Contains the following reference documents:

- Cadet Administration and Training Orders (CATO) (13-22, 12-23, and 25-05);
- Water Safety Orders (A-CR-CCP-030/PT001)
- Performance and Enabling Objectives – Canoe (A-CR-CCP-715/PG001).

SMOKING POLICY

PURPOSE

1. This order describes the policy regarding smoking within the Canadian Cadet Organizations (CCO), the Cadet Instructors Cadre (CIC) and those employed or contracted in support of the CCO.

GENERAL

2. The guidelines found in the present CATO are consistent with Part II of the *Canada Labour Code*, with Treasury Board (TB) directives and with the Canadian Cadet Movement's (CCM) promotion of a healthful lifestyle.

3. Existing federal law prohibits the sale of tobacco products to minors. In keeping with the intent of this law, smoking by cadets at LHQs during cadet activities and at CSTCs is to be discouraged.

4. This policy should be widely disseminated and included in all Joining Instructions in order to prevent any misunderstanding by cadets.

5. It is important to remember that cadet activities not taking place in a DND building are regulated by provincial smoking legislation and by the By-Laws of the municipality in which the activity takes place. These provincial and municipal requirements must be followed.

CADET CORPS

6. To promote a safe and healthy environment free of tobacco smoke, cadet corps commanding officers must ensure that the following guidelines are followed:

POLITIQUE – USAGE DU TABAC

OBJET

1. La présente ordonnance énonce la politique relative à l'usage du tabac pour les Organisations de cadets du Canada (OCC), le Cadre des instructeurs de cadets (CIC) et les employés ou les contractuels embauchés comme personnel de soutien des OCC.

GÉNÉRALITÉS

2. Les lignes directrices fournies dans la présente OAIC sont conformes aux dispositions de la Partie II du *Code canadien du travail*, aux directives du Conseil du Trésor (CT) ainsi qu'à la promotion d'un style de vie sain par le Mouvement des cadets du Canada (MCC).

3. Les lois fédérales en vigueur interdisent la vente de produits du tabac à des mineurs. Conformément à l'esprit de cette loi, il faut décourager l'usage du tabac par les cadets dans les QGL durant les activités de cadets et dans les CIEC.

4. Afin d'éviter tout malentendu chez les cadets, il faudrait diffuser cette politique à grande échelle et la publier dans toutes les instructions de ralliement.

5. Il ne faut surtout pas oublier que les activités des cadets qui ne se déroulent pas dans des édifices du MDN sont réglementées par la législation provinciale sur l'usage du tabac ainsi que par les règlements de la municipalité où les activités ont lieu. Ces exigences provinciales et municipales doivent être respectées.

CORPS DE CADETS

6. Afin de fournir un environnement sain, sécuritaire et libre de toute fumée de tabac, les commandants (cmdt) des corps de cadets doivent s'assurer que les directives suivantes sont observées :

- | | |
|--|---|
| <p>a. continuing education program at cadet corps level to quit smoking is to be encouraged;</p> <p>b. smoking during instruction is prohibited;</p> <p>c. breaks, for the purpose of smoking during cadet activities are to be discouraged;</p> <p>d. the selling of tobacco products at cadet canteens and messes is prohibited;</p> <p>e. smoking during parade nights and other training activities:</p> <p style="padding-left: 40px;">(1) inside federal government buildings is prohibited, and</p> <p style="padding-left: 40px;">(2) inside non-federal government buildings is to be discouraged and is subject to provincial smoking legislation as well as local By-laws;</p> <p style="padding-left: 40px;">(3) outside or at the entrance(s) of a federal government building is prohibited if the federal government owns the land at the building entrance(s) or if smoking at the entrance(s) adversely impacts the internal air quality of the building;</p> <p style="padding-left: 40px;">(4) outside of or at the entrance(s) of a non-federal government building is subject to provincial smoking legislation as well as local By-laws;</p> <p>f. all personnel are to be encouraged to refrain from smoking in the presence of cadets; and</p> | <p>a. encourager un programme éducatif pour cesser de fumer au niveau des corps de cadets;</p> <p>b. il est interdit de fumer pendant l'instruction ;</p> <p>c. les pauses cigarette pendant les activités de cadets doivent être découragées ;</p> <p>d. la vente de tabac dans les cantines et instituts de cadets est interdite ;</p> <p>e. l'usage du tabac pendant les soirées de rassemblement et lors d'autres activités :</p> <p style="padding-left: 40px;">(1) à l'intérieur des édifices du gouvernement fédéral est défendu; et</p> <p style="padding-left: 40px;">(2) à l'intérieur des édifices n'appartenant pas au gouvernement fédéral doit être découragé et est assujetti à la législation provinciale ainsi qu'aux règlements municipaux;</p> <p style="padding-left: 40px;">(3) à l'extérieur ou à l'entrée d'un édifice du gouvernement fédéral est défendu si la qualité de l'air à l'intérieur est compromise et si le terrain à l'entrée de l'édifice appartient au gouvernement fédéral;</p> <p style="padding-left: 40px;">(4) à l'extérieur ou à l'entrée d'un édifice n'appartenant pas au gouvernement fédéral est assujetti à la législation provinciale ainsi qu'aux règlements municipaux;</p> <p>f. il faut inciter le personnel à s'abstenir de fumer en présence des cadets; et</p> |
|--|---|

- g. smoking is prohibited during transport to and from a cadet activity when transportation is provided by DND.

CADET SUMMER TRAINING CENTRE (CSTC)

7. The above guidelines for cadet corps must be applied in all CSTCs. Because of the intense nature of the training offered during the summer at CSTCs, the Commanding Officers (COs) are encouraged to implement policies to reduce smoking by cadets and to provide a smoke-free environment.

8. When not prohibited by federal legislation, provincial legislation or municipal by-law, particular areas may be designated and identified as smoking areas. In addition, separate areas shall be designated for cadets, staff cadets and non-cadet personnel.

OPI: D Cdts 2
Date: Apr 05
Amendment: Ch 2/05

- g. il est interdit de fumer durant le transport à destination et en provenance d'une activité des cadets, à bord de véhicules fournis par le MDN.

CENTRE D'INSTRUCTION D'ÉTÉ DES CADETS (CIEC)

7. Les lignes directrices qui s'appliquent aux corps de cadets doivent également s'appliquer aux CIEC. En raison des exigences de l'entraînement aux CIEC, les commandants (cmdt) sont encouragés à mettre en place des politiques qui réduisent l'usage du tabac chez les cadets et qui leur permettent d'offrir un environnement sans fumée.

8. Si la législation fédérale, provinciale municipale n'interdit pas l'usage du tabac, les endroits particuliers peuvent être désignés et identifiés comme aires pour fumeurs. De plus, ces aires doivent être distinctes pour les cadets, les cadets-cadres et les membres du personnel qui ne sont pas des cadets.

BPR : D Cad 2
Date : avril 05
Modificatif : Mod 2/05

DRUG AND ALCOHOL POLICY**POLITIQUE RELATIVE AUX
DROGUES ET À L'ALCOOL****PURPOSE**

1. This order establishes the CF policy regarding drugs and alcohol applicable to cadets and staff members involved with cadet activities.

2. The basis of this policy is to ensure cadets and staff members are not under the influence of prohibited drugs and alcohol and therefore are able to maintain the health and safety of all individuals participating in cadet activities.

3. This CATO should be read in conjunction with the following references:

- a. QR&O Chapter 20 Canadian Forces Drug Control Program;
- b. QR&O Chapter 103 Article 103.30 Drunkenness;
- c. DAOD 5019-4 Remedial Measures;
- d. DAOD 5019-3 Canadian Forces Drug Control Program;
- e. DAOD 5019-7 Alcohol Misconduct;
- f. DAOD 2008-3 Issue and Crisis Management;
- g. CATO 12-26 Significant Incident Report;
- h. CATO 15-22 Conduct and Discipline – Cadets; and
- i. A-AD-005-DCP/AG-000 Canadian Forces Drug Control Program Manual.

BUT

1. La présente OAIC a pour but de mettre en place la politique des FC relative aux drogues et à l'alcool visant les cadets et les membres du personnel prenant part à des activités avec des cadets.

2. La présente politique a pour but de s'assurer que les cadets et les membres du personnel ne sont pas sous l'influence de drogues interdites ou de l'alcool, et qu'ils soient en mesure de veiller à la santé et à la sécurité de toutes les personnes qui participent aux activités des cadets.

3. La présente OAIC doit se lire de concert avec les références suivantes :

- a. ORFC, chapitre 20, Programme des Forces canadiennes sur le contrôle des drogues;
- b. ORFC, chapitre 103, paragraphe 103.30, Ivresse;
- c. DOAD 5019-4, Mesures correctives;
- d. DOAD 5019-3, Programme des Forces canadiennes sur le contrôle des drogues;
- e. DOAD 5019-7, Inconduite liée à l'alcool;
- f. DOAD 2008-3, Gestion des problèmes et des crises;
- g. OAIC 12-26, Rapport d'incident d'importance;
- h. OAIC 15-22, Conduite et discipline – Cadets; et
- i. A-AD-005-DCP/AG-000, Le manuel du programme des Forces canadiennes sur

le contrôle des drogues.

DEFINITIONS

4. The following terms shall be used in this CATO:

“cadet”

a person of not less than twelve years of age but less than nineteen years of age who belongs to a cadet organization (Sea Cadets, Army Cadets, Air Cadets, or Junior Canadian Rangers) authorized by the Minister pursuant to the provisions of the *National Defence Act* (NDA).

(cadet)

“Civilian Instructor (CI)”

a person who is employed as an instructor at a training establishment, and who is not a member of the CF.

(Instructeur civil)

“civilian volunteer”

a person who provides services directly to or on behalf of DND and the CF, without compensation or any other thing of value in lieu of compensation in support of authorized cadet activities; who has completed a reliability screening and has been approved by the applicable League.

(bénévole civil)

“prohibited drugs”

any drug being used for purposes other than those listed in paragraph 7.

(drogues illégales)

“staff member”

all CF members, Civilian Instructors and

DÉFINITIONS

4. Il convient d'utiliser les termes suivants dans la présente OAIC :

« bénévole civil »

une personne qui donne des services (à l'appui d'activités de cadets autorisées) directement au MDN et aux FC ou en leur nom sans recevoir d'indemnité ni aucune autre rétribution en lieu et place d'une indemnité, laquelle personne a fait l'objet d'une vérification de fiabilité et a été approuvée par la ligue concernée.

(civilian volunteer)

« cadet »

une personne âgée d'au moins douze ans et de moins de dix-neuf ans qui est membre d'une organisation de cadets (cadets de la Marine, cadets de l'Armée, cadets de l'Air ou Rangers juniors canadiens) reconnue par le Ministre en vertu des dispositions de la *Loi sur la défense nationale* (LDN).

(cadet)

« drogues illégales »

toute drogue utilisée à des fins autres que celles énumérées au paragraphe 7.

(Prohibited drugs)

« établissement d'instruction »

un corps de cadets de la Marine, un corps de cadets de l'Armée, un escadron de cadets de l'Air, un centre d'instruction régional ou un Centre d'instruction d'été des cadets (CIEC).

(training establishment)

« Instructeur civil (IC) »

une personne employée comme instructeur

any other civilians employed in support of cadets but does not include a Staff Cadet.
(*membre du personnel*)

“training establishment”

a Sea Cadet Corps, an Army Cadet Corps, an Air Cadet Squadron, a regional training centre, or a Cadet Summer Training Centre (CSTC).
(*établissement d’instruction*)

dans un établissement d’instruction et qui n’est pas membre des FC.
(*Civilian Instructor*)

« membre du personnel »

tous les membres des FC, instructeurs civils et tout autre civil embauchés à l’appui de cadets, à l’exclusion des cadets-cadres.
(*staff member*)

POLICY AWARENESS

5. All staff members and cadets shall be made aware of this policy on an annual basis.

6. CSTC standing orders on drug and alcohol policy shall be brought to the attention of all staff and cadets in the joining instructions. Staff members and cadets shall be formally briefed at the start of each CSTC course.

DRUG POLICY

7. As per reference at para 3.a., no staff member or cadet shall use any drug unless:

- a. the individual is authorized to use the drug by a qualified medical or dental practitioner for the purposes of medical treatment or dental care; or
- b. the drug is contained in a non-prescription medication used by the individual in accordance with the instructions accompanying the medication.

APPLICATION – STAFF MEMBERS

8. Any suspected or alleged use of prohibited drugs by staff members shall be dealt with in the

SENSIBILISATION À LA POLITIQUE

5. Tous les membres du personnel et les cadets doivent être informés annuellement de la présente politique.

6. Les ordres permanents des CIEC ayant trait à la politique relative aux drogues et à l’alcool doivent être présentés à tous les membres du personnel et aux cadets dans le cadre des instructions de ralliement. Les membres du personnel et les cadets doivent officiellement être informés lors d’une séance au début de chaque cours au CIEC.

POLITIQUE RELATIVE AUX DROGUES

7. Conformément à la référence citée au paragraphe 3.a., aucun membre du personnel ni cadet ne doit consommer de drogue sauf dans les cas suivants :

- a. lorsqu’un médecin ou un dentiste qualifié a autorisé la personne à faire usage d’une drogue à des fins de traitements médicaux ou dentaires; ou
- b. la drogue fait partie intégrante d’un médicament disponible sans ordonnance dont la personne fait usage en conformité avec les instructions du médicament.

MISE EN APPLICATION – MEMBRES DU PERSONNEL

8. Toute consommation présumée de drogue illégale par un membre du personnel doit être

following manner:

- a. action shall be taken to remove the member from further immediate interaction with cadets;
- b. the suspected or alleged contravention shall be immediately reported to the training establishment CO;
- c. as soon as possible, the incident shall be reported to the RCSU CO, through the chain of command;
- d. administrative and/or disciplinary action shall be taken in accordance with refs at paras 3.c. and 3.d.;
- e. if a criminal or service offence is suspected or alleged to have been committed, the training establishment CO shall inform the Military Police or local civilian police as appropriate;
- f. action may be taken as follows:

(1) if the staff member is a **CF member**, administrative or disciplinary action shall be initiated by the member's chain of command, as per ref at para 3.d.,

(2) if the staff member is a **CI or civilian employee**, one of the following shall occur:

- (a) an appropriate action determined by a collective agreement, or

traitée de la façon suivante :

- a. des mesures sont prises pour éviter les interactions directes avec d'autres cadets;
- b. l'infraction soupçonnée ou présumée doit être immédiatement signalée au cmdt de l'établissement d'instruction;
- c. dès que possible, l'incident doit être signalé au cmdt de l'URSC par l'entremise de la voie hiérarchique;
- d. des mesures administratives et/ou disciplinaires doivent être prises en conformité avec les références aux paragraphes 3.c. et 3.d.;
- e. s'il y a des soupçons ou des allégations selon lesquels une personne aurait commis une infraction criminelle ou une infraction d'ordre militaire, le cmdt de l'établissement d'instruction doit informer la police militaire ou le service de police civil de la région, le cas échéant;
- f. les mesures suivantes peuvent être prises :

(1) si le membre du personnel est un **membre des FC**, des mesures administratives ou disciplinaires doivent être amorcées par la voie hiérarchique, conformément à la référence citée au paragraphe 3.d.,

(2) si le membre du personnel est un **IC ou un employé civil**, l'une des démarches suivantes est entreprise :

- (a) une mesure appropriée établie par une convention collective, ou

- (b) the current employment shall be terminated in accordance with the contract, and
- (3) if the staff member is a **civilian volunteer** the training establishment CO is authorized to suspend all participation in cadet activities and terminate the volunteer agreement;
- g. the training establishment CO shall inform the RCSU CO, through the chain of command of actions taken;
- h. the RCSU CO will advise the applicable League of the circumstances; and
- i. the RCSU CO shall immediately inform the applicable Region Commander and D Cdts & JCR by completing a Significant Incident Report in accordance with ref at para 3.g..

APPLICATION – CADETS

9. Any suspected or alleged use of prohibited drugs by a cadet at a training establishment or any cadet activity, shall be dealt with in the following manner:

- a. the suspected or alleged contravention shall immediately be reported to the training establishment CO;
- b. if there is evidence that a criminal offence has been committed, the training establishment CO shall inform the Military Police or local civilian police as appropriate;
- c. as soon as possible, the incident shall be reported to the RCSU CO, through

- (b) l'emploi actuel prendra fin conformément au contrat, et
- (3) si le membre du personnel est un **bénévole civil**, le cmdt de l'établissement d'instruction est autorisé à suspendre toute participation du bénévole aux activités des cadets et à mettre fin à l'entente de service bénévole;
- g. le cmdt de l'établissement d'instruction doit signaler les mesures prises au cmdt de l'URSC par l'entremise de la voie hiérarchique;
- h. le Cmdt de l'URSC avisera la Ligue concernée des circonstances; et
- i. le cmdt de l'URSC doit immédiatement informer le commandant de Région concerné ainsi que D Cad & RJC en rédigeant un Rapport d'incident d'importance, conformément à la référence citée au paragraphe 3.g..

MISE EN APPLICATION – CADETS

9. Toute consommation soupçonnée ou présumée de drogue illégale par un cadet doit être traitée de la façon suivante :

- a. l'infraction soupçonnée ou présumée doit être immédiatement signalée au cmdt de l'établissement d'instruction;
- b. si des preuves attestent qu'une infraction criminelle a été commise, le cmdt de l'établissement d'instruction doit informer la police militaire ou le service de police civil de la région, le cas échéant;
- c. dès que possible, l'incident doit être signalé au cmdt de l'URSC par

the chain of command;

- d. administrative and/or disciplinary action in accordance with ref at para 3.h.; and
- e. the RCSU CO shall immediately inform the Region Commander and D Cdts & JCR by completing a Significant Incident Report in accordance with ref at para 3.g..

10. In all cases of cadet involvement with drugs, consideration must be given to the impact his/her participation in the Canadian Cadet Organizations (CCO) may have on other cadets. Cadets must be counselled on the inappropriateness of drug use.

ALCOHOL POLICY

11. Staff members shall not introduce, possess or consume alcohol on a base, unit or element or in a building or area occupied by the Canadian Forces or utilized for a cadet activity, except:

- a. in a non-public property in which a general authority has been granted to possess or consume alcohol during specified hours (such as a mess); or
- b. in such other place and at such times approved by the RCSU CO.

12. Staff members shall not consume or be under the influence of alcohol while working with cadets.

13. Cadets shall not introduce, possess, serve, sell, consume or be under the influence of

l'entremise de la voie hiérarchique;

- d. des mesures administratives ou disciplinaires doivent être prises en conformité de la référence citée au paragraphe 3.h.; et
- e. le cmdt de l'URSC doit immédiatement informer le commandant de Région, ainsi que D Cad & RJC en rédigeant un Rapport d'incident d'importance, conformément à la référence citée au paragraphe 3.g..

10. Dans tous les cas de cadet ayant utilisé des drogues, il faut tenir compte de l'impact que leur participation au sein des Organisations de cadets du Canada (OCC) peut avoir sur les autres cadets. Les cadets doivent être conseillés relativement à l'usage inapproprié de drogues.

POLITIQUE RELATIVE À L'ALCOOL

11. Les membres du personnel ne doivent pas apporter d'alcool dans une base, une unité, un élément, un édifice ou un lieu occupé par les Forces canadiennes ou utilisés pour une activité à l'intention des cadets, ni être en possession d'alcool ou en consommer dans de tels lieux et de telles situations, sauf dans l'un ou l'autre des cas suivants :

- a. dans une propriété non publique pour laquelle un pouvoir général a été délégué de manière à autoriser la possession ou la consommation d'alcool durant des heures établies (notamment le mess); ou
- b. en tout autre lieu et moment approuvés par le cmdt de l'URSC.

12. Les membres du personnel ne doivent pas consommer, ni être sous l'effet de l'alcool lorsqu'ils travaillent avec les cadets.

13. Les cadets ne doivent pas apporter d'alcool à une activité de cadets, ni être en possession d'alcool, en servir, en vendre, en consommer ou

alcohol at any cadet activity.

APPLICATION – STAFF MEMBERS

14. Staff members suspected or alleged to have introduced, possessed or consumed alcohol contrary to this order shall be dealt with in the following manner:

- a. action shall be taken to remove the staff member from further immediate interaction with cadets;
- b. the suspected or alleged contravention shall be immediately reported to the training establishment CO;
- c. as soon as possible, the incident shall be reported to the RCSU CO, through the chain of command;
- d. administrative and/or disciplinary action in accordance with refs at paras 3.c. and 3.e.; and
- e. further action may be taken as follows:
 - (1) if the staff member is a **CF member**, administrative or disciplinary action shall be initiated by the member's chain of command, as per ref at paras 3.b. and 3.e.,
 - (2) if the staff member is a **CI or civilian employee** one of the following shall occur:
 - (a) an appropriate action determined by a collective agreement, or

en être sous son influence.

MISE EN APPLICATION – MEMBRES DU PERSONNEL

14. Tous soupçons ou toutes allégations d'infraction portés à l'endroit d'un membre du personnel selon lesquels il aurait apporté de l'alcool, en aurait eu en sa possession ou en aurait consommé de manière à enfreindre les dispositions de la présente ordonnance doivent donner lieu aux procédures suivantes :

- a. des mesures doivent être prises pour éviter que le membre du personnel interagisse directement avec les cadets;
- b. l'infraction soupçonnée ou présumée doit être immédiatement signalée au cmdt de l'établissement d'instruction;
- c. dès que possible, l'incident doit être signalé au cmdt de l'URSC par l'entremise de la voie hiérarchique;
- d. des mesures administratives ou disciplinaires doivent être prises en conformité avec les références citées aux paragraphes 3.c. et 3.e.; et
- e. d'autres mesures peuvent être prises :
 - (1) si le membre du personnel est un **membre des FC**, des mesures administratives ou disciplinaires doivent être amorcées par la chaîne de commandement du militaire, conformément aux ordonnances citées aux paragraphes 3.b. et 3.e.,
 - (2) si le membre du personnel est un **IC ou un employé civil**, l'une des démarches suivantes est entreprise :
 - (a) une mesure appropriée établie par une convention collective, ou

- (b) the current employment shall be terminated in accordance with the contract, or
- (3) if the staff member is a **civilian volunteer** the training establishment CO is authorized to suspend all participation in cadet activities and terminate the volunteer agreement,
- f. the training establishment CO shall inform the RCSU CO of actions taken;
- g. the RCSU CO will advise the applicable League of the circumstances; and
- h. the RCSU CO shall immediately inform the applicable Region Commander and D Cds & JCR by completing a Significant Incident Report in accordance with ref at para 3.g..

APPLICATION – CADETS

15. Cadets suspected or alleged to have introduced, possessed or consumed alcohol contrary to this order shall be dealt with in the following manner:

- a. action shall be taken to remove the cadet from further immediate interaction with cadets;
- b. the suspected or alleged contravention shall immediately be reported to the training establishment CO;
- c. as soon as possible, the incident shall be reported to the RCSU CO, through the chain of command;
- d. administrative and / or disciplinary action in accordance with ref at para

- (b) l'emploi actuel prend fin conformément au contrat, ou

- (3) si le membre du personnel est un **bénévole civil**, le cmdt de l'établissement d'instruction est autorisé à suspendre toute participation aux activités des cadets et à mettre fin à l'entente de service bénévole,

- f. le cmdt de l'établissement d'instruction doit informer le cmdt de l'URSC des mesures prises;
- g. le Cmdt de l'URSC avisera la Ligue concernée des circonstances; et
- h. le cmdt de l'URSC doit immédiatement informer le commandant de Région concerné ainsi que le D Cad & RJC en rédigeant un Rapport d'incident d'importance, conformément à la référence citée au paragraphe 3.g..

MISE EN APPLICATION – CADETS

15. Les cadets soupçonnés d'avoir introduits, détenus ou consommés de l'alcool de manière à enfreindre les dispositions de la présente ordonnance doivent être traités de la façon suivante :

- a. des mesures doivent être prises pour éviter les interactions directes avec les cadets;
- b. l'infraction soupçonnée ou présumée doit être immédiatement signalée au cmdt de l'établissement d'instruction;
- c. dès que possible, l'incident doit être signalé au cmdt de l'URSC par l'entremise de la voie hiérarchique;
- d. des mesures administratives ou disciplinaires doivent être prises en

3.h.; and

- e. the RCSU CO shall immediately inform the Region Commander and D Cdts & JCR by completing a Significant Incident Report in accordance with ref at para 3.g..

16. In all cases of cadet involvement with alcohol, consideration must be given to the impact his/her participation in the CCO may have on other cadets. Cadets must be counselled on the inappropriateness of alcohol use.

SOCIAL EVENTS

17. When cadets are invited to attend or asked to support social events where alcoholic beverages will be served, staff members must ensure that non-alcoholic drinks are available for cadets. The hosts and/or servers must be made aware that cadets are not permitted to consume alcohol. No staff member in attendance is permitted to consume alcohol while directly supervising cadets that are present at the activity. This does not include adults who are present but not directly responsible for the supervision of cadets.

18. In public places staff are to conduct themselves in a manner so as not to bring discredit upon the CF or the CCO including the appropriate and moderate consumption of alcohol.

OPI: D Cdts 6

Date: Nov 11

Amendment: Ch 12/11

conformité avec la référence citée au paragraphe 3.h.; et

- e. le cmdt de l'URSC doit immédiatement informer le commandant de Région, ainsi que D Cad & RJC en rédigeant un Rapport d'incident d'importance, conformément à la référence citée au paragraphe 3.g..

16. Dans toutes les situations où l'on constate qu'un cadet est impliqué dans une affaire d'alcool, il faut mesurer le degré d'influence que celui-ci a sur les autres cadets par l'entremise de sa participation dans les OCC. Les cadets doivent être conseillés sur le caractère inapproprié de la consommation d'alcool.

ACTIVITÉS SOCIALES

17. Lorsque les cadets sont invités à assister ou soutenir des activités sociales où des boissons alcoolisées sont servies, les membres du personnel doivent s'assurer que des boissons non alcoolisées sont disponibles pour les cadets. Les hôtes et/ou les serveurs doivent être informés que les cadets ne sont pas autorisés à consommer de l'alcool. Il est interdit aux membres du personnel de consommer de l'alcool lorsque les cadets sont présents lors de l'activité. Cela ne comprend pas les adultes qui sont présents mais pas directement responsable de la supervision des cadets.

18. Dans les lieux publics le personnel doit se comporter d'une manière afin de ne pas jeter de discredit sur les FC ou les OCC, y compris la consommation appropriée et modérée d'alcool.

BPR : D Cad 6

Date : nov 11

Modification : Mod 12/11

PERSONAL RELATIONSHIPS

PURPOSE

1. This order describes the policy regarding personal relationships within the Canadian Cadet Organizations (CCO) and should be read in conjunction with Defence Administrative Orders and Directives (DAOD) 5019-1 on Personal Relationships and Fraternization.

DEFINITION – STAFF

2. Staff means Canadian Forces (CF) members, DND civilian employees, contractors, volunteers and Civilian Instructors employed in support of cadets.

SCOPE

3. DND is committed to:
- a. respecting the inherent right of staff members and cadets to form a personal relationship of their choosing;
 - b. respecting the privacy of the personal relationships of staff members and cadets; and
 - c. providing fair and unbiased treatment to persons in the care or under the protection of staff members and preventing the exploitation of vulnerable persons.

PROHIBITED RELATIONSHIPS

4. In order to avoid potential, real or perceived conflicts of interest, relationships of an emotional, romantic or sexual nature between a staff member and a cadet, are not permitted.

ACCEPTABLE RELATIONSHIPS

5. In order to ensure the proper application of the DAOD referenced above, the following shall apply:

RELATIONS PERSONNELLES

OBJET

1. La présente ordonnance décrit la politique en matière de relations personnelles au sein des Organisations de cadets du Canada (OCC) et complète la Directive et ordonnance administrative de la Défense (DOAD) 5019-1 sur les Relations personnelles et la fraternisation.

DÉFINITION - PERSONNEL

2. Personnel désigne les membres des Forces canadiennes (FC), les employés civils du MDN, les entrepreneurs, les bénévoles et les instructeurs civils employés pour soutenir les cadets.

PORTÉE

3. Le MDN s'engage à :
- a. respecter le droit inhérent des membres du personnel et des cadets d'établir les relations personnelles qu'ils souhaitent;
 - b. respecter le caractère privé des relations personnelles des membres du personnel et des cadets; et
 - c. traiter de façon équitable et impartiale les personnes qui sont sous la garde ou la protection de membres du personnel et prévenir l'exploitation des personnes vulnérables.

RELATIONS INTERDITES

4. Afin d'éviter tous conflits d'intérêts éventuels, réels ou perçus, les relations affectives, amoureuses ou sexuelles entre un membre du personnel et un cadet sont interdites.

RELATIONS ACCEPTABLES

5. Afin d'assurer une application efficace de la DOAD susmentionnée, il faut mettre en pratique ce qui suit :

a. an acceptable personal relationship includes:

- (1) a family relationship between a staff member and a cadet or between cadets provided the chain of command is duly notified,
- (2) an emotional, romantic, sexual or family relationship, including marriage, a common-law partnership or civil union, between two staff members, or
- (3) a consensual relationship between two cadets.

a. une relation personnelle acceptable inclut:

- (1) une relation familiale entre un membre du personnel et un cadet ou entre cadets, pourvu que les parties en informant la chaîne de commandement,
- (2) une relation affective, amoureuse, sexuelle ou familiale, y compris le mariage, l'union de fait et l'union civile, entre deux membres du personnel, ou
- (3) une relation consensuelle entre deux cadets.

ROLE OF THE CHAIN OF COMMAND

6. In keeping with professional military values, leaders and the chain of command have a responsibility to uphold standards of conduct in relation to personal relationships through personal example.

PERSONAL CONDUCT

7. Staff members or cadets in an acceptable personal relationship shall refrain from conduct that may be considered inappropriate in a military context at corps/squadrons or CSTCs or during any training, cadet activity or cadet related event in which they are involved. For example, a staff member or cadet while in uniform, in public with another person shall not:

- a. hold hands;
- b. kiss, except in greeting and farewell; and
- c. caress or embrace in a romantic manner.

RÔLE DE LA CHAÎNE DE COMMANDEMENT

6. Dans l'esprit des valeurs qui doivent être celles des militaires de carrière, les chefs et les militaires qui font partie de la chaîne de commandement sont tenus d'observer certaines normes de conduite à l'égard des relations personnelles en prêchant par l'exemple.

CONDUITE PERSONNELLE

7. Les membres du personnel ou les cadets qui entretiennent une relation personnelle acceptable doivent éviter de se conduire d'une façon qui pourrait être jugée inappropriée dans un contexte militaire au corps ou à l'escadron ou au CIEC ou encore, au cours de l'instruction, d'une activité de cadets ou d'un événement en lien avec les cadets auxquels ils participent. Ainsi, un membre du personnel ou un cadet en uniforme qui est avec une autre personne en public ne doit pas :

- a. lui tenir la main;
- b. l'embrasser, sauf pour la saluer et lui dire au revoir; et
- c. la caresser ou la tenir tendrement dans ses bras.

8. Military staff member in a personal relationship with another staff member (military or civilian) shall follow the provisions of DAOD 5019-1 on Personal Relationships and Fraternization.

9. Staff members and cadets shall notify their chain of command of any personal relationship that could compromise the objectives of this order.

OPI: D Cdts 6
Date: Apr 12
Amendment: Ch 4/12

8. Un membre du personnel militaire qui a une relation personnelle avec un autre membre du personnel (militaire ou civil) doit respecter les dispositions de la DOAD 5019-1 concernant les relations personnelles et la fraternisation.

9. Les membres du personnel et les cadets doivent aviser leur chaîne de commandement de toute relation personnelle qui pourrait nuire aux objectifs de la présente ordonnance.

BPR: D Cad 6
Date: avril 12
Modificatif: mod 4/12

ANNEX B - BASIS OF PAYMENT

The following firm rates (in \$CAD) are for the services detailed in Annex A, inclusive of all associated transportation, labour, equipment, and other associated costs. Numbers of instructors must meet or exceed the ratios specified for each activity in Annex A.

		Contract Year (Date of Award – June 4, 2016)	Option Year 1 (June 5, 2016 – June 4, 2017)	Option Year 2 (June 5, 2017 – June 4, 2018)
Activity	Number of Instructors	Total activity price (all inclusive)	Total activity price (all inclusive)	Total activity price (all inclusive)
A	_____	\$ _____	\$ _____	\$ _____
B	_____	\$ _____	\$ _____	\$ _____
C	_____	\$ _____	\$ _____	\$ _____
D	_____	\$ _____	\$ _____	\$ _____
E	_____	\$ _____	\$ _____	\$ _____
F	_____	\$ _____	\$ _____	\$ _____
G	_____	\$ _____	\$ _____	\$ _____
H	_____	\$ _____	\$ _____	\$ _____
I	_____	\$ _____	\$ _____	\$ _____
J	_____	\$ _____	\$ _____	\$ _____
K	_____	\$ _____	\$ _____	\$ _____
L	_____	\$ _____	\$ _____	\$ _____
M	_____	\$ _____	\$ _____	\$ _____
Totals per year (A-M)		\$ _____ (1)	\$ _____ (2)	\$ _____ (3)
	Total evaluated bid price (1 + 2 + 3): \$ _____			

Applicable Taxes are extra. No further charges are allowed.

ANNEX C - INSURANCE REQUIREMENTS

1.0 Commercial General Liability Insurance

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

2.0 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.

ANNEX D - MANDATORY TECHNICAL EVALUATION CRITERIA

By submitting a bid, the Bidder certifies that it is capable of performing all of the work as specified in Annex A.

In order to be considered technically compliant, the Bidder must include a document demonstrating corporate experience within the past five years.

The document must reference at least two contracts that demonstrate the Bidder's ability to perform the work specified in Annex A. The document must include the following information for each contract:

1. Details of the customer(s) under the contract(s) (name, address, telephone number, email address);
2. Number of instructors;
3. Number of participants;
4. Age range of participants;
5. Date(s) and duration of trips; and
6. Location(s) of trips.

Canada reserves the right to contact the customers using the contact information provided in order to confirm the information submitted by the Bidder.