



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

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 Parachute Training Facility	
Solicitation No. - N° de l'invitation W2037-160051/A	Date 2015-11-12
Client Reference No. - N° de référence du client W2037-16-0051	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-690-6720	
File No. - N° de dossier KIN-5-44124 (690)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-30	Time Zone Fuseau horaire Eastern Standard Time EST
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: Rider, Kim (Buyer)	Buyer Id - Id de l'acheteur kin690
Telephone No. - N° de téléphone (613) 449-4531 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE canadian army advanced warfare cent 76 North Star drive CFB Trenton ON K0K 3W0 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

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 STATEMENT OF WORK	2
1.2 DEBRIEFINGS	2
1.3 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 FORMER PUBLIC SERVANT	2
2.4 ENQUIRIES - BID SOLICITATION	4
2.5 APPLICABLE LAWS	4
PART 3 - BID PREPARATION INSTRUCTIONS	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES	6
4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	8
6.1 SECURITY REQUIREMENTS	8
6.2 STATEMENT OF WORK	8
6.3 STANDARD CLAUSES AND CONDITIONS	8
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	9
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	10
6.7 PAYMENT	11
6.8 INVOICING INSTRUCTIONS	12
6.9 CERTIFICATIONS	12
6.10 APPLICABLE LAWS	12
6.11 PRIORITY OF DOCUMENTS	13
6.12 G1001C INSURANCE SPECIFIC REQUIREMENTS (2013-11-06)	13
ANNEX "A"	14
STATEMENT OF WORK	14
ANNEX B	19
BASIS OF PAYMENT	19
ANNEX C	24

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

INSURANCE..... 24
PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Department of National Defence (DND) requires a Contractor that is capable of supplying the facilities, resources, and infrastructure required to support the conduct of the Canadian Armed Forces Parachute Team's (CAFPT) annual freefall and Canopy Relative Work (CRW) parachute training as detailed in Annex A.

1.2 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.

1.3 Trade Agreements

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

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 (2015-07-03) 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.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

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 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 Ontario.

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.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

To be considered responsive, a proposal must meet all the Mandatory Technical Criteria.

4.1.1.1 Mandatory Technical Criteria

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately and the Bidder must provide the necessary documentation to support compliance with this requirement.

M1 The Bidder must have a minimum of (3) years experience, within the past (5) years supporting military freefall parachute training, and military Canopy relative work demonstration training.

M2 The Bidder must provide proof they are capable of providing facilities and infrastructure outlined in the Statement of Requirement, specifically addressing all Contractor's Requirements outlines in Annex A, clause 6.

M3 The Bidder must provide proof that all professional packers used possess:

-Canadian Sport Parachuting Association (CSPA) or United States Parachute Association (USPA) packing endorsement.

and/or

- CSPA or Federal Aviation Administration (FAA) Rigger qualification with a minimum of (1) year, within the past (3) years, as a professional packer and/or rigger at a DZ.

4.1.2 Mandatory Financial Evaluation

The Bidder must provide pricing in the format requested and for all pricing periods shown in Annex B Basis of Payment.

4.1.3 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

If Bidder's pricing offered in its response to this RFP is not in Canadian currency, it will be converted to Canadian currency using the appropriate nominal exchange rate on the closing date as posted on the Bank of Canada Website located at:

<http://www.bankofcanada.ca/rates/exchange/>

4.1.4 Cost will be evaluated on the total requirement using all-inclusive rates, and the estimated usage as stated in Annex B. The Contract yearly price will be calculated by multiplying the Bidder's rates by the estimated usage. The total of the extended prices equals the total evaluated price.

SACC Manual Clause A0222T (2014-06-26) Evaluation of Price

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 AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

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

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

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

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

6.1.1 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 (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award to 30 November 2016 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kim Rider
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence St. 2nd Floor
Telephone: (613) 545-8739
Facsimile: (613) 545-8067
E-mail address: kim.rider@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

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

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

The Project Authority is the representative of the department or agency for whom the Work 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.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

6.5.3 Contractor's Representative

Name:
Company
Telephone
Fax
Email

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

Definitions

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

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

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

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

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

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.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

6.7.2 Single Payment

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

6.7.3 SACC Manual Clauses

A9117C T1204 Direct Request by customer Department (2007-11-30)
C0711C Time Verification (2008-05-12)

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. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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

6.10 Applicable Laws

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

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

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 (2015-09-03) General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A, Statement of Work ;
- (d) Annex B Basis of Payment
- (e) the Contractor's bid dated _____
- (f) Annex C Insurance

6.12 G1001C Insurance Specific Requirements (2013-11-06)

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

1. REQUIREMENT

The Department of National Defence (DND) requires a Contractor that is capable of supplying the facilities, resources, and infrastructure required to support the conduct of the Canadian Armed Forces Parachute Team's (CAFPT) annual freefall and Canopy Relative Work (CRW) parachute training.

2. BACKGROUND

The Canadian Army Advanced Warfare Centre (CAAWC), located at Canadian Forces Base (CFB) Trenton in Trenton, Ontario, is the primary training facility for military freefall parachute training. Due to the School's busy annual schedule and weather conditions, certain training activities must occur during the winter such as the Cadre and Main training camps for the CAFPT. CFB Trenton is not suitable for sustained and concentrated military freefall parachute training due to inconsistent weather conditions during the time periods of the services to be contracted. Therefore, the CAFPT is seeking an alternative training location, as it does each year, with more conducive weather throughout the winter season to train prior to the spring through fall demonstration season.

3. TRAINING CAMPS

3.1 Camps include the facilities, resources, and infrastructure to conduct the Tandem/Camera, Cadre and Main training camps. These Camps occur in successive periods of approximately two to five weeks in duration. These training camp periods will incorporate both jumping and non-jumping days.

3.2 The 2015 - 2016 dates for the next series of training camps are tentatively set as follows:

3.2.1 CAFPT Cadre Training Camp: 10 Jan – 31 Jan 2016, approximately 23 days at the Contractor's facility.

3.2.2 Tandem/Camera Training Camps: 31 Jan – 13 Feb 2016 and 07 - 18 Nov 2016, approximately 14 days for each time period at the Contractor's facility.

3.2.3 CAFPT Main Training Camp: 13 Mar – 21 Apr 2016, approximately 38 days at the Contractor's facility.

3.3 There may be a requirement to change the forecasted dates of training camps due to operational commitments if they arise. It is the intent of CAFPT to give the service provider at minimum 21 days written notice of any date changes.

4. CONDUCT OF TRAINING

4.1 CAFPT Tandem/Camera Camp: CAFPT Tandem/Camera camp is two weeks long. The first week provides members with Tandem Instructor and Camera man training courses, with the second week to provide make up for weather days and allow the Tandem Instructors to reach the required level of currency prior to commencing the demonstration season.

4.2 CAFPT Cadre Training Camp: The CAFPT Cadre training is approximately three weeks long. The first week focuses on basic CRW and Relative Work (RW) jumps. This ensures the development and precision canopy skills relevant to the CAFPT. The second and third week are used to hone the skills of CRW formations and then instruction of CRW. The jumping curriculum is based on a carefully designed progression table developed by CAFPT.

4.3 The CAFPT Main Camp: The CAFPT Main camp is approximately seven weeks long. The first two weeks of ground training is conducted at CAAWC. Jumping will commence at the Contractor's location on the third week. Tentative dates as stated above in Para 3.2.3. The first two weeks of training focus on the development of basic CRW (including Parabatics), RW and accuracy jumps. The progression over the remaining weeks focuses on teaching CAFPT formations and then practice of show routine to develop a consistent and show ready level of performance.

5. WEEKEND/EVENING TRAINING

Training is scheduled in accordance with CAFPT set curriculum, but is subject to change due to weather conditions and aircraft availability. This may, on occasion and at the discretion of the Team Captain of the CAFPT, result in weekend and/or evening training.

6. CONTRACTOR'S REQUIREMENTS

The Contractor must have a minimum of three (3) year experience, within the past five (5) years, supporting military freefall parachute training, military CRW demonstration training and must have the capability of providing the following:

6.1 A Military Training Facility that has:

- Toilet facilities;
- A covered location for parachute packing to accommodate up to 25 personnel;
- A secure alarmed storage area; and
- A single large briefing room with video debriefing equipment that will support debriefings have video recording/playing/viewing equipment and can be locked. The briefing room will have video debriefing equipment to conduct at least three concurrent debriefs using televisions no smaller than 40 inches in size.

6.2 A Drop Zone that:

- Is co-located [within or immediately adjacent to DZ confines];
- Has a Vertical Wind Tunnel (VWT) with an indoor flight chamber that is located within a maximum 20 minute one way, motor vehicle drive;
- Has separate designated military landing area(s), creeping area and jump aircraft mock up;
- Is located within 15mi/25km of suitable accommodations; and
- Is operational during the specified dates as stated in paragraph 3 [proven with statistical substantiation that parachuting could be conducted at the site during the specified dates based on manifest history and local weather network database].

6.3 Aircraft that:

- Is capable of accommodating up to 22 persons;
- Have side door exit and ramp exit platforms; and
- Have continuity of support wait a maximum 1 hour limitation to replace and aircraft.

6.4 Jump Profiles/Airspace that accommodate: The CAFPT will generally conduct 2 types of jump profiles. The first, generally conducted 6 times a day is the CRW profile which has team members jump and deploy canopy – "hop and pop" from 6000 – 8000ft AGL to conduct CRW training jumps. The DZ

must be able to accommodate airspace de-confliction between their normal customers and CAFPT jumpers conducting this profile. The second jump profile is the typical sport freefall jump from altitudes of up to 13,000ft AGL. This may include tandem parachuting and requires no special de-confliction beyond the parachuting industry best practices.

6.5 Professional Packers that possess:

- Proof of Canadian Sport Parachuting Association (CSPA) or United States Parachute Association (USPA) packing endorsement and/or CSPA or Federal Aviation Administration (FAA) Rigger qualification; and
- A minimum of one (1) year experience, within the past three (3) years, as a professional packer or rigger at a Drop Zone.

6.6 Replacement Gear: access to essential jump equipment (i.e. complete parachute systems, altimeter, goggles, jump suits) in case military equipment is damaged, lost or irreparable;

6.7 Rigging Services/Facilities:

- Access to rigging area and parachute repair equipment; and
- Rigging services to include repairs and any required maintenance identified by the CAFPT parachute rigger.

6.8 A Vertical Wind Tunnel (VWT) that:

- Possesses an indoor flight chamber no smaller than 12ft in diameter;
- Includes the use of a briefing room with video capability to allow briefing to jumpers immediately following jump(s); and
- Preferential booking privileges at the VWT to take advantage of training opportunities when, due to weather or other factors, the team cannot jump

6.9 General Requirements required by the Contractor:

- Control of daily aircraft and drop zone activities;
- Assistance with manifest;
- Assistance with de-conflicting of other concurrent civilian or military activities;
- Pick up of jumpers within twenty (20) minutes (in case of off DZ landings); and
- Ability to communicate proficiently in the English language.

7. TASKS

Listed in the below paragraphs are the requirements needed to support the Cadre and Main training camp for both the initial contract and possible option. These individual camp requirements may be required to be increased/decreased service level depending on unforeseen situations that may arise.

7.1 Cadre training camp: 10 Jan – 31 Jan 2016 (based on max load of 12 staff):

	RESOURCE CATEGORY	LEVEL	QTY	SECURITY REQUIREMENTS	SERVICE LEVEL
a.	Drop Zone	Continuous support	1	NONE	23 days
b.	Aircraft	Aircraft side door and/or ramp exit	1	NONE	1500 jump tickets

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

c.	Team Room	Continuous support	1	NONE	23 days
d.	Packers	Continuous support	Up to 3	NONE	1500 sport and 45 tandem parachute pack jobs
e.	Vertical Wind Tunnel	Continuous support	1	NONE	Up to 10 hours
f.	General Control	Continuous support	1	NONE	23 days
g.	Rigger Services	Tasks	15	NONE	23 days

7.2 Tandem/Camera camp: 31 Jan – 13 Feb 2016 and 07 - 18 Nov 2016, (based on max load of 8 staff):

	RESOURCE CATEGORY	LEVEL	QTY	SECURITY REQUIREMENTS	SERVICE LEVEL
a.	Drop Zone	Continuous support	1	NONE	14 days
b.	Aircraft	Aircraft side door and/or ramp exit	1	NONE	750 jump tickets
c.	Team Room	Continuous support	1	NONE	14 days
d.	Packers	Continuous support	Up to 3	NONE	600 sport and 150 tandem parachute pack jobs
e.	Vertical Wind Tunnel	Continuous support	1	NONE	Up to 10 hours
f.	General Control	Continuous support	1	NONE	14 days
g.	Tandem Registration Fee	Continuous support	2	NONE	14 days
h.	Examination/Rating Fees (USAP & UPT) as applicable	Continuous support	4	NONE	14 days
i.	Rigger Services	Tasks	10	NONE	14 days

7.3 Main training camp 13 Mar – 23 Apr 2016 (based on max load of 20 staff):

	RESOURCE CATEGORY	LEVEL	QTY	SECURITY REQUIREMENTS	SERVICE LEVEL
a.	Drop Zone	Continuous support	1	NONE	38 days
b.	Aircraft	Aircraft side door and/or ramp exit	1	NONE	4500 jump tickets
c.	Team Room	Continuous	1	NONE	38 days

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

		support			
d.	Packers	Continuous support	Up to 5	NONE	3000 sport and 75 tandem parachute pack jobs
e.	Vertical Wind Tunnel	Continuous support	1	NONE	Up to 10 hours
f.	General Control	Continuous support	1	NONE	38 days
g.	Rigger Services	Tasks	20	NONE	38 days

8. LIST OF ACCOMMODATIONS

The Contractor will provide the Technical Authority with a list of suitable accommodations for a maximum of thirty (30) personnel, located within 15 miles (25km) of the Drop Zone. "Suitable accommodations" are defined as single occupant rooms located in the same building, with one bed, air conditioning, full bathroom, TV, high speed internet access in each room. The accommodations facility must have access to laundry facility, gym and preferably, a swimming pool.

9. ADDITIONAL INFORMATION

DND will not be responsible for any costs associated with travel, meals, or accommodations required to prepare bids or conduct work. The service provider is to provide an all inclusive price to perform the work associated with this contract.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
KIN690
File No. - N° du dossier
KIN-544124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

1. Bidders must provide firm, all-inclusive rates (exclusive of GST and HST). G.S.T. or H.S.T., if applicable, is extra to the prices herein and shall be shown on any invoice as a separate item. ***(Will delete at contract award)***
2. All estimated usages are included for evaluation purposes only and do not represent a commitment on behalf of Canada. . ***(Will delete at contract award)***
3. **Contract Year:**
- 3.1 **Date of award to 30 November 2016** - Training dates shall be 10 – 31 January 2016, 31 Jan – 13 Feb 2016, 13 March – 21 April 2016 and 07 – 18 November 2016.

4. CAFPT Tandem/Camera Camp

	Description	Estimated Yearly Usage	Unit of Issue	31 Jan – 13 Feb 2016	07 - 18 Nov 2016
4.1	Jump Ticket	750 Slots	Per slot		
4.2	Vertical Wind Tunnel	10 hours	Per hour		
4.3	Training Facility	14 days	Per day		
4.4	Packing/Non-Standard Rig (NSR) Civilian Type Rigs	600 packing jobs	Per packing job		
4.5	Packing/Tandem Civilian Type Rigs	150 packing jobs	Per packing job		

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
KIN690
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

4.6	Tandem Registration Fee	2 fees	Per fee	
4.7	Examination/Rating Fees (USAP & UPT) as applicable	4 fees	Per fee	
4.8	Equipment Rental	10 items	Per item per day	
4.9	Rigger Services	10 Tasks	Per line repair	
			Per line change	
			Per canopy repair	
			Per harness repair	
			Per container repair	
			Per riser repair	
			Per re-sew	

5. CAFPT Cadre Training Camp

	Description	Estimated Yearly Usage	Unit of Issue	10 – 31 Jan 2016
5.1	Jump Ticket	1500 Slots	Per slot	
5.2	Vertical Wind Tunnel	10 hours	Per hour	
5.3	Training Facility	23 days	Per day	
5.4	Packing/Non-Standard Rig (NSR) Civilian Type Rigs	1500 packing jobs	Per packing job	
5.5	Packing/Tandem Civilian Type Rigs	45 packing jobs	Per packing job	
5.6	Equipment Rental	15 Items	Per item per day	

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
KIN690
File No. - N° du dossier
KIN-544124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

5.7	Rigger Services	15 Tasks	Per line repair Per line change Per canopy repair Per harness repair Per container repair Per riser repair Per re-sew
-----	-----------------	----------	---

6. CAFPT Main Training Camp

	Description	Estimated Yearly Usage	Unit of Issue	13 Mar – 23 Apr 2016
6.1	Jump Ticket	4,500 Slots	Per slot	
6.2	Vertical Wind Tunnel	10 hours	Per hour	
6.3	Training Facility	38 days	Per day	
6.4	Packing/Non-Standard Rig (NSR) Civilian Type Rigs	3,000 packing jobs	Per packing job	
6.5	Packing/Tandem Civilian Type Rigs	75 packing jobs	Per packing job	
6.6	Equipment Rental	20 Items	Per item per day	
6.7	Rigger Services	20 Tasks	Per line repair	
			Per line change	
			Per canopy repair	
			Per harness repair	
			Per container repair	
			Per riser repair	

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-544124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

ANNEX C

INSURANCE

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.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

- 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.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

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.
 - k. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - 8 to 12 Passengers: \$5,000,000
 - l. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

Aviation Liability Insurance.

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

- e. Employees and, where applicable, Volunteers must be included as Additional Insured.
- f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
- k. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- l. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Solicitation No. - N° de l'invitation
W2037-160051
Client Ref. No. - N° de réf. du client
W2037-16-0051

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-5-44124

Buyer ID - Id de l'acheteur
KIN690
CCC No./N° CCC - FMS No./N° VME

amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Warehouseman's Legal Liability Insurance.

1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$700,000.00. The Government's Property must be insured on a "Actual Cash Value basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
3. The following endorsements must be included:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - c. Loss Payee: Canada as its interest may appear or it may direct.
 - d. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by **Department of National Defence**, and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.