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**Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

## **SOLICITATION AMENDMENT**

## **MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

### **Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada -  
Pacific Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> Rock Climbing Activities	
<b>Solicitation No. - N° de l'invitation</b> W4295-16C004/A	<b>Amendment No. - N° modif.</b> 004
<b>Client Reference No. - N° de référence du client</b> W4295-16C004	<b>Date</b> 2016-05-11
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-249-6940	
<b>File No. - N° de dossier</b> VIC-5-38235 (249)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-05-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cress, Christine	<b>Buyer Id - Id de l'acheteur</b> vic249
<b>Telephone No. - N° de téléphone</b> (250) 363-8442 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Whitehorse Summer Training Camp 45 Fireweed Dr Whitehorse Yukon Y1A 5T8 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Item Art.	Description	Dest. Code Dest.	Inv. Code Fact.	Quantity - Quantité			U. of I. U. de D.	Unit Price/Prix unitaire		Del. Req. Liv. Req.	Del. Offered Liv. offerte
				Current Courant	Inc./Dec. Augm/dim.	Revised Révisée		Destination	FOB/FAM Plant/Usine		
1	WCTC Rock Climbing	W4295	W4295	1		1	LOT	\$	XXXXXXXXXXXX	See Herein	

This Amendment 004 to the Request for Proposal is raised to address bidder questions and make the following changes to the solicitation document:

### QUESTION 1:

The Professional Climbing Guides Institute (PCGI) provides four levels of rock climbing guide certifications: Top Rope Guide, Single-Pitch Guide, Lead Guide, and Multi-Pitch Guide, all of which are detailed in the attached link <http://climbingguidesinstitute.org/>. Please confirm which of these four PCGI certifications is an acceptable equivalent to the Association of Canadian Mountain Guides (ACMG) certifications requirements listed in section 2.3.5 of Appendix 1 to Annex A.

ACMG courses are not regularly available in Ontario. The PCGI Top Rope Guide course includes the content covered in ACMG's Top Rope instructor syllabus but with an outdoor focus. PCGI's guide course requires both a) documented trad climbing experience and b) the ability to build anchors using artificial means (nuts, cams, etc.). PCGI's top rope guide requires building and using trad anchors, and is thus an outdoor rock climbing guide certification, not a gym instructor course like the ACMG certification. More details regarding this course can be found on the PCGI website at <http://climbingguidesinstitute.org/courses/top-rope-guide-course/>

### ANSWER 1:

The ACMG Rock Guide is fully acceptable. Not being able to conduct a full comparison of any other organization to the standard of an ACMG Rock Guide, DND is unable to establish PCGI as an approved equivalent.

### ON PAGE 6 OF 19 AND IN APPENDIX 1 TO ANNEX A, INSTRUCTOR REQUIREMENTS, para 2, items 2.2 and 2.3 (below):

#### 2. Instructor Requirements:

2.1. All instructors must have valid Vulnerable Sector Screening (working with youth aged 12-18 yrs), Police Records Check and be familiar with DND publication Adventure Training Safety Orders (A-CR-CCP-951/PT-002).

2.2. At least one instructor per site must be Wilderness First Aid qualified as Standard First Aid.

2.3. Provide confirmation that climbing instructors currently hold a valid Membership with the Association of Canadian Mountain Guides (ACMG) plus one of the following ACMG-recognized certifications:

- 2.3.6. Rock Guide; or
- 2.3.7. Alpine Guide; or
- 2.3.8. Apprentice Rock Guide (See restriction below\*\*); or
- 2.3.9. Apprentice Alpine Guide (See restriction below\*\*); or
- 2.3.10. Top Rope Climbing Instructor (See restriction below\*\*).

\*\* When Apprentice Rock Guides, Apprentice Alpine Guides, or Top Rope Climbing Instructors are employed, they must work under the supervision of a Rock Guide, an Alpine Guide, or a

Mountain Guide. The supervisor (Rock Guide, Alpine Guide, or Mountain Guide) shall determine the level of supervision required, whether direct, local, or remote.

It identifies that the Instructor is required to hold Association of Canadian Mountain Guides (ACMG) certification and Membership. As members of that association they are required to have participants to sign a waiver:

“If you are taking a course or being guided by an ACMG member, you will be requested to complete a liability waiver [the”Waiver”]. This is a requirement set out by our insurance underwriter as well as by the land managers we deal with. Copies of the waiver are provided below so that you may familiarize yourself with some of the risks associated with the activity you are about to undertake.”

<http://www.acmg.ca/03public/resources/waiver.asp>

However, as the Cadets are not of Legal age, the Waiver does not apply to this Contract, and the Statement of Work in Annex “A” is amended as follows:

**INSERT:**

5.4.1 Notwithstanding the requirements for Association of Canadian Mountain Guides (ACMG), the Waiver will not be issued to participants.

**QUESTION 2:**

Can you confirm that only \$2 Million of Liability insurance is required? The normal cadet standard is usually \$10 Million.

**ANSWER 2:**

In response to the above question, the following change is made to the solicitation document:

DELETE:        Annex C – Insurance Requirements                      IN ITS ENTIRETY.

INSERT the following Annex:

**ANNEX “C” – INSURANCE REQUIREMENTS**

**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 \$10,000,000 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.

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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.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**