



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

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

Title - Sujet Expedition Trekking Instructors	
Solicitation No. - N° de l'invitation W0103-197551/A	Date 2018-06-05
Client Reference No. - N° de référence du client W0103-197551	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-241-7524	
File No. - N° de dossier VIC-8-41017 (241)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-06-21	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: Grieve, Bronwen	Buyer Id - Id de l'acheteur vic241
Telephone No. - N° de téléphone (250) 514-3757 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Vernon Cadet Training Centre British Columbia Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Amd. No. - N° de la modif.
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Buyer ID - Id de l'acheteur
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

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

This requirement is not subject to any Trade Agreements.

1.5 Canadian Content

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

1.6 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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) (<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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

- section 05, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 17."
 - paragraph 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, and return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- section 06, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, an epost Connect conversation initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect."
- section 07, entitled Delayed bids, is amended as follows:
 - subsection 1 is deleted and replaced as follows:
 1. A bid delivered to the specified Bid Receiving Unit after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;

that clearly indicates that the bid was sent before the solicitation closing date.

- b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
- section 08, Transmission by facsimile, is deleted entirely and replaced by the following:
"Transmission by facsimile or by epost Connect"
 - 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.
 - a. PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation.
 - b. PWGSC regional offices: The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
 - 2. epost Connect
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a):
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the epost Connect conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified in of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05."

2.2 Submission of Bids

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

Address:

*Bid Receiving Public Works and Government Services Canada
Pacific Region
401-1230 Government Street
Victoria, BC
V8V 3X4*

epost Connect email:

TPSGC.RPRReceptiondessousmissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bid Facsimile number:

(250) 363-3344

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 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](#).

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 five (5) 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

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Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-8-41017

Buyer ID - Id de l'acheteur

vic241

CCC No./N° CCC - FMS No./N° VME

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

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

3.1.3 SACC Manual Clauses

Section III: Certifications

Bidders must submit the certifications and additional information 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

Refer to Annex "A"

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) 2014-06-26, Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the 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 service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

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

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27), Canadian Content Definition

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 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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3.2 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16), Education and Experience

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 the 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](#) (2016-04-04), 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 date of Contract to August 31, 2018 inclusive

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 period(s) under the same conditions. 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:

Name: Bronwen Grieve
Public Works and Government Services Canada
Acquisitions and Compensation
Address: 401 – 1230 Government Street
Victoria, BC V8W 3X4
Telephone: 250-514-3757
E-mail address: Bronwen.Grieve@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(will be inserted at time of contract award)*

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
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 – Firm Price

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 for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Single Payment

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

6.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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 (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 SACC Manual Clauses

SACC Manual clause [A3060C](#) (2008-05-12), Canadian Content Certification

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](#) (2016-04-04), General Conditions - Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated _____

6.12 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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

STATEMENT OF WORK VERNON CADET TRAINING CENTRE EXPEDITION INSTRUCTOR TREKKING AND ADVENTURE ACTIVITY

1. Title

1.1. Vernon Cadet Training Centre (VCTC) - Expedition Instructor Trekking and Adventure Activity (Mountaineering/climbing).

2. Background

2.1. The purpose of VCTC 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 VCTC 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.

2.2. VCTC is located in Vernon, BC. Our area of operations covers an area of the Okanagan consisting of the main Cadet Training Centre located on the South end of the City of Vernon. Locations used for training will normally be within a two (2) hour radius, (100 km) of the Cadet Training Centre unless otherwise stated.

2.3. The aim of the Expedition Instructor course is to develop a specialist (cadet) with the skills and subject matter knowledge required to be an instructor and team leader during an expedition. This will be accomplished by providing cadets with dynamic learning opportunities in a wilderness setting while participating in a hike over class 2-3 terrain (IAW A-CR-CCP- 951/PT-002 and participating in an adventure activity (mountaineering). The cadets will be 14-16 years old with little to no trekking or mountaineering experience.

3. Definitions:

3.1. The following are definitions of common words and phrases found in this statement of work:

3.1.1. contractor: the service provider awarded the contract and their representatives;

3.1.2. crown or Department of National Defence (DND): the client;

3.1.3. ACMG: Association of Canadian Mountain Guides;

3.1.4. J35 Expedition Training Officer (J35 Expn Trg 0): DND's representative who is the technical authority;

3.1.5. cadet: youth participant selected by the crown;

3.1.6. CIC officer: adult participant/staff member selected by the crown;

3.1.7. Climbing: shall be defined as an upward travel requiring the use of hands. Climbing is further divided into the following categories: top roping; bouldering; lead and multi-pitch climbing; mountaineering; and abseiling;

3.1.8. Trekking: shall be defined as the activity of vigorous walking in the outdoors/wilderness on an unpaved trace, either a path or navigating an unmarked route. Usually trekking consists of travelling across country over different terrains, sometimes with inclines and declines. Trekking is sometimes referred to as mountain/hill walking. Trekking can take place on a route with a different start and end point, a circuit or a mid-point destination and return. Trekking may also include obstacle crossings of low-level intensity such as logs and fallen trees; however, it does not include river crossings (fording). Activities that include crossing such obstacles require a higher skill level from all participants. Often participants will carry water, food, living and emergency equipment. Trekking becomes backpacking once equipment is carried for an overnight stay.

3.1.9. Mountaineering: shall be defined as a sport consisting of an ascent, foot travel and sufficiently technical in nature to require skills in rope groups, crevasse rescue, avalanche assessment and/or river crossing. Mountaineering normally takes place at greater than 2000 m above sea level and may be above the tree line and/or on glaciers. For this publication, foot travel in alpine areas (no ice, glaciers or technical climbing) shall not be considered mountaineering; rather it is a bridge between hiking/backpacking and mountaineering. Mountaineering, including glacier travel, is a distinct activity, and should not be confused with winter hiking/camping or polar travel, which involves different characteristics, safety concerns, required skills and equipment.

3.1.10. The Association of Canadian Mountain Guides (ACMG) is the most recognized national agency in this field and it is the only Canadian association that holds a membership with the International Federation of Mountain Guides and Associations (IFMGA).

3.1.11. Backcountry: refers to a remote undeveloped rural area that requires self-powered modes of travel and a working knowledge in navigation and satellite driven communications devices;

Objective

3.2. This requirement is for the provision of instructors to plan, conduct and supervise hiking and an adventure training activities of moderate to challenging conditions. The Contractor must provide instructors to instruct and supervise the technical and safety aspects of the hiking and adventure training activity as below and in accordance with A-CR-CCP-951/PT-002 Adventure Training Safety Standards and A-CR-CC-716/PG-001 Expedition Instructor Qualification Standard and Plan (EI QSP).

3.3. The Contractor will lead cadets and staff though a 6 day expedition trip on a pre- selected route in the "Monashee Provincial Park" located east of Vernon. During the expedition trip, training will consist of hiking terrain up to Class 3 in difficulty, as defined in the Adventure Training Safety Standards, and conducting an adventure activity consisting of a mountaineering.

3.4. The contractor may select another suitable route that can accomplish the same training on mutual agreement with DND. This agreement is to be made after award and prior to activity commencement. Alternate routes must:

3.4.1. Be within a 2 hour radius of Vernon Cadet Training Centre;

3.4.2. Be accessible by vehicle at the start and end points;

3.5. The routes must be pre-scouted and pre-hiked by the contractor. The hike and adventure activity will be conducted over a six (6) day period (see below). Day one (1) will be trip preparation at VCTC, days 2-6 will be the scheduled hike and adventure training trip. This trip will be repeated three times as the cadets are organized into three (3) separate groups.

3.5.1. Day 1: In-house expedition preparation. Pack and prepare gear for the five day trek. Located at VCTC;

3.5.2. Day 2: Transport from VCTC to Spectrum Creek Trailhead. Hike from trailhead to Spectrum Lake. Hike rated easy I .5-2hrs, approximate distance 4km. Overnight at Spectrum Lake;

3.5.3. Day 3: Hike from Spectrum Lake Site to Big Peters Lake site. Approximate 4- 5hrs hike rated difficult due to 800m climb in elevation. Distance approximately 9km. Overnight Big Peters;

3.5.4. Day 4: Day hike from Big Peters to Mt Fosthall. Adventure activity mountaineering & climb. Approximate 3-4hrs one way hike rated difficult due to 700m climb in elevation and may require technical equipment. Distance approximately 5.2km one way. Return/overnight to Big Peters Lake;

3.5.5. Day 5: Hike from Big Peters to Little Peters Lake. Approximate 2-3hrs hike rated easy to moderate due to 200m descent in elevation. Distance approximately 3km one way. Overnight Little Peters Lake;

3.5.6. Day 6: Hike from Little Peters Lake to Spectrum Creek trailhead. Hike rated as difficult to easy due to descent of 800m. Transport to VCTC. Overnight VCTC.

3.6. Dates of hike and adventure training trips are:

Expedition	Activity	Start Date/Time (2018)	End Date/Time (2018)	Group	# of Students	# of Instructors Required	EOs	Equipment Required (provided by DND)
A	Preparation	20 Jul 0800	20 Jul 1600	EI 27	22	2	S355.02 S355.03	DND
	Hiking (Adventure Activity on day 4)	21 Jul 0800	25 Jul 1600	EI 27	22	2 *4 required for day 4 activity	S355.04E S355.05	Mtn eqpt 2x Sat phones
B	Preparation	28 Jul 0800	28 Jul 1600	EI 25	22	2	S355.02 S355.03	DND
	Hiking (Adventure Activity on day 4)	29 Jul 0800	Aug 2 1600	EI 25	22	2 *4 required for day 4 activity	S355.04E S355.05	Mtn eqpt 2x Sat phones
C	Preparation	5 Aug 0800	5 Aug 1600	EI 26	22	2	S355.02 S355.03	DND
	Hiking (Adventure Activity on day 4)	6 Aug 0800	10 Aug 1600	EI 26	22	2 *4 required for day 4 activity	S355.04E S355.05	Mtn eqpt 2x Sat phones

3.7. The Contractor is expected to:

3.7.1. plan and conduct a five (5) day trekking/mountaineering/adventure activity as outlined in section 3.4. Cadets would be participating in programmed activities up to 7 hours per day, excluding meal breaks;

3.7.2. provide two external modes of communication and an emergency response plan during the trip;

3.7.3. provide meals for the duration of the trip for contracted staff;

3.7.4. provide all the mountaineering equipment required to conduct the activity in accordance with Adventure Training Safety Standards;

3.8. The Contractor will start each day's activity by briefing the group on the following:

3.8.1. the objectives and importance of the activity/day;

3.8.2. the resources that may be required to perform the activity; and

3.8.3. any safety guidelines that must be followed while performing the activity.

3.9. The Contractor will end each day's activity by debriefing the group on the following:

- 3.9.1. how they felt about the activity;
- 3.9.2. what they felt they accomplished; and
- 3.9.3. what they would try to improve on if given the chance to complete the activity again.

4. Instructor Requirements

4.1. All instructors must have Vulnerable Sector Screening (working with youth aged 12- 18yrs), Police Records Check, and become familiar with Adventure Training Safety Orders, and the Qualification Standards Plan.

4.2. At least one instructor per site must possess a current Wilderness First Responder qualification with the others qualified a minimum of Standard First Aid.

4.3. Mountaineering instructors must possess, along with a current Membership (which implies up-to-date mountaineering and first aid qualifications) to the Association of Canadian Mountain Guides (ACMG), one of the following ACMG-recognized certifications:

- 4.3.1. Rock Guide,
- 4.3.2. Alpine Guide,
- 4.3.3. Mountain Guide,
- 4.3.4. Apprentice Rock Guide (under restrictions, see para 4.4),
- 4.3.5. Apprentice Alpine Guide (under restrictions, see para 4.4), or
- 4.3.6. Top Rope Climbing Instructor (under restrictions, see para 4.4).

4.4. When Apprentice Rock Guides, Apprentice Alpine Guides, or Top Rope Climbing Instructors are employed, they shall work under the supervision of a Rock Guide, an Alpine Guide, or a Mountain Guide. The supervisor (Rock Guide, Alpine Guide, or Mountain Guide) will determine the level of supervision required, whether direct, local, or remote.

4.5. The contractor must meet the following requirements:

- 4.5.1. Have at least five (5) years experience as a provider of backcountry trips for youth.
- 4.5.2. Adventure Activity on Day 4:
 - 4.5.2.1 At least one instructor must possess a current Wilderness First Responder qualification;
 - 4.5.2.2 Provide four (4) current ACMG Guides to conduct and supervise training for twenty two (22); and
 - 4.5.2.3 Conduct at least four hours of rock climbing training.

4.5.3. Trekking activities Days 1-3 and 5-6:

4.5.3.1 Minimum one (1) instructor must possess a current Wilderness First Responder qualification.

4.5.3.2 Provide two (2) current ACMG Guides to conduct and supervise training

5. Contactor Responsibilities

5.1. The Contractor is responsible for:

5.1.1. The planning, conducting and supervising of all technical and safety aspects of the activity being conducted in accordance with Adventure Training Safety Orders and Expedition Instructor Qualification Standard Plan (QSP).

5.1.2. Ensuring the required number of instructors, IAW Adventure Training Safety Orders, Chapter 5, Annex A, are ready to instruct the activities assigned prior to the start times listed herein.

5.1.3. Providing personal clothing, emergency equipment, communications equipment, transportation, and rations for all instructors attending all activities.

5.1.4. Planning of emergency procedures for the Activity.

5.1.5. Providing two (2) satellite phones or other suitable communications device for each activity. The Officer in Charge of each may use this device on a daily basis to communicate administrative details to headquarters.

5.1.6. Providing instructors with first aid kit suitable for the Activity and the Instructor's qualification.

5.1.7. Appointing a liaison person to be on call (24 - 7) during activities and during regular office hours while an activity is not being conducted.

5.1.8. Conducting themselves in accordance with Cadet Program regulations: no alcohol during activities or around cadets, no personal relationships, and discrete smoking.

5.1.9. Providing and transporting all technical and safety equipment, including mountaineering equipment, required for the Activity IAW Adventure Training Safety Orders and the EI QSP.

5.1.10. Providing an emergency plan for each site.

6. VCTC Responsibilities

6.1. VCTC is responsible for:

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

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

6.1.3. Providing personal clothing and transportation for all cadet and CAF personnel attending all activities.

6.1.4. Providing light weight meals for all cadet participants and DND staff.

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

6.1.6. Providing copies of Adventure Training Safety Orders, Qualification Standard and Plan, teaching points, and other local orders and directives as they pertain to delivery of the activities.

6.1.7. Providing copies of course timetables and references.

7. Language of Work

7.1. The language of work will be English.

8. Reports and Deliverables

8.1. Names, resumes, and copies of all required certifications must be provided for all personnel (including management) prior to contract award.

8.2. Emergency plan including relevant phone numbers.

9. Applicable Documents

A-CR-CCP-951/PT-002 Adventure Training Safety Standards and the Expedition Instructor Qualification Standard and Plan is to be enclosed with each solicitation package.

ANNEX "A1"

Technical Evaluation Criteria

Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid must address clearly and in sufficient depth the following mandatory technical criteria. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Bidder must indicate whether they MEET or DO NOT MEET each mandatory technical criterion by checking the appropriate box.

The Bidder must provide supporting comments addressing clearly and in sufficient depth how each criterion is met.

Mandatory Technical Criteria		Met	Not Met	Comments
M1	Contractor must have experience with at least two (2) contracts within the last five (5) years that demonstrate the Contractor's ability to perform the work specified in Annex A. Must include the following information for each contract: <ul style="list-style-type: none">a) Details of the customer(s) under the contracts (name, address, telephone number, email address);b) Number of instructors;c) Number of participants;d) Age range of participants;e) Date(s) and duration of trips; andf) Location(s) of trips.			
M2	The Contractor must provide four (4) instructors with the necessary skills and qualifications in accordance with acceptable industry wide standards to conduct the expedition.			
M3*	Prior to commencement of work, all instructors must have: <ul style="list-style-type: none">• Vulnerable Sector Screening (working with youth aged 12- 18yrs); AND• Police Records Check			
M5	At least one instructor must have current experience along the proposed route area in the past twenty-four (24) months;			

M6*	At least one instructor must possess a current Wilderness First Responder qualification;			
M7*	All other instructors must have a minimum of Standard First Aid			
M8*	The instructors must possess current Association of Canadian Mountain Guides (ACMG) membership (or equivalent);			
M9*	The instructors must possess at least one of the following ACMG-recognized certifications (or equivalents): <ol style="list-style-type: none"> 1. Rock Guide, 2. Alpine Guide, 3. Mountain Guide, 4. Apprentice Rock Guide (under restrictions, see SOW para 4.4), 5. Apprentice Alpine Guide (under restrictions, see SOW para 4.4), OR 6. Top Rope Climbing Instructor (under restrictions, see SOW para 4.4). 			
M10	Contractor must be able to provide two (2) instructors for Activities A-C and four (4) instructors for Day 4.;			
M11	Meet the safety requirements as prescribed in the Adventure Training Safety Standards (A-CR-CCP-951/Pt-002).			

***Bidders are requested to provide proof of these certifications with their bid. If not submitted with the bid, the Bidder must be prepared to submit this information to the Contracting Authority within three (3) business days or the timeline specified in the Contracting Authority's request.**

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W0103-197551/A
Client Ref. No. - N° de réf. du client
W0103-197551

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-8-41017

Buyer ID - Id de l'acheteur
vic241
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

Applicable Taxes are extra to the prices quoted herein, and will be shown as a separate item on the invoice (if applicable). No Further charges are allowed.

Firm lot prices in accordance with Annex A – Statement of Work

Item	Description	Quantity	Unit Price	Extended Price
1	Pre-expedition training (Day 1)	3	\$_____/expedition	\$_____
2	Instruction and supervision of trekking training (Day 2-6)	3	\$_____/expedition	\$_____
3	Equipment	-----	Lump sum	\$_____
Total evaluated price in Canadian Dollars (1-3)				\$_____

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 \$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. 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
W0103-197551/A
Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-8-41017

Buyer ID - Id de l'acheteur
vic241
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)