



**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**

<b>Title - Sujet</b> Cadet Training - Kayaking	
<b>Solicitation No. - N° de l'invitation</b> W3937-190016/A	<b>Date</b> 2019-01-10
<b>Client Reference No. - N° de référence du client</b> W3937-190016	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-249-7672	
<b>File No. - N° de dossier</b> VIC-8-41141 (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 2019-01-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<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) 514-9294 ( )	<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 REGIONAL CADET AIR OPERATIONS COMOX British Columbia V0R2K0 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 Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<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>

## TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION .....	2
1.1 STATEMENT OF WORK.....	2
1.2 DEBRIEFINGS.....	2
1.3 CANADIAN CONTENT .....	2
1.4 EPOST CONNECT SERVICE .....	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 .....	3
2.4 ENQUIRIES - BID SOLICITATION .....	4
2.5 APPLICABLE LAWS .....	4
PART 3 - BID PREPARATION INSTRUCTIONS .....	4
3.1 BID PREPARATION INSTRUCTIONS.....	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....	5
4.1 EVALUATION PROCEDURES .....	5
4.2 BASIS OF SELECTION .....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	
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 .....	8
6.5 AUTHORITIES	
6.6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	10
6.7 PAYMENT .....	10
6.8 INVOICING INSTRUCTIONS.....	10
6.9 Certifications and Additional Information	
6.10 APPLICABLE LAWS .....	11
6.11 PRIORITY OF DOCUMENTS .....	11
6.12 ASSURANCE	
6.13 SACC MANUAL CLAUSES .....	11
ANNEX "A" - STATEMENT OF WORK	
ANNEX "B" - PROPOSED BASIS OF PAYMENT	
ANNEX "C" – INSURANCE REQUIREMENTS .....	18

## PART 1 - GENERAL INFORMATION

### 1.1 Statement of Work

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### 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 Canadian Content

The requirement is limited to Canadian goods and/or services.

### 1.4 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>) 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 (2018-05-22) 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 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:

Bid Receiving Unit  
Public Works and Government Services Canada  
401 – 1230 Government St  
Victoria, BC V8W 3X4

Email address: [TPSGC.RPRceptiondessomissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRceptiondessomissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)  
Bids/Offer will not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### 2.5 Applicable Laws

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

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

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 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

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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard 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.

#### 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 SACC Clause C3011T (2013-11-06), Exchange Rate Fluctuation

#### 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria – AT SOLICITATION CLOSING

To be responsive, a bid must meet all of the following mandatory technical evaluation criteria. If supporting documentation is not enclosed with your bid at solicitation closing, your documentation must be received within 3 working days of a request by the Contracting Authority. Failure to comply with request may result in the bid being found non-responsive and given no further consideration.

Item No.	Mandatory technical evaluation criteria	Comments	STATE PAGE OR REF NO. WHERE INFORMATION CAN BE FOUND IN YOUR BID.
M1	<p>Bidder must have experience leading youth groups in the back country.</p> <p>Experience must be demonstrated by providing a minimum of 3 projects with the last 10 years of similar size and scope to the requirement described in the Statement of Work in Annex A. For each project, the Bidder must provide the following information at a minimum:</p> <ul style="list-style-type: none"> <li>a. Customer contact information;</li> <li>b. Number of instructors and participants;</li> <li>c. Age range of participants;</li> <li>d. Project dates and duration;</li> <li>e. Total dollar value;</li> <li>f. Locations; and</li> <li>g. A brief description of Work.</li> </ul>		
M2	<p>The proposed personnel** must have the following qualifications:</p> <ul style="list-style-type: none"> <li>a. A minimum of 2 instructors with experience paddling the proposed route around the Gulf Islands within the past 12 months.</li> <li>b. A minimum of 1 instructor must possess a recognized current Wilderness First Responder qualification.</li> <li>c. A minimum of 5 current SKGABC Guides to conduct and supervise training for 24 participants.</li> <li>d. A minimum of 1 instructor must be at least a current level 3 with SKAGBC.</li> </ul> <p>**The proposed personnel must not have any criminal convictions which would preclude them from working with youth.</p> <p>Bidder can demonstrate compliance by providing copies of resumes for each of proposed personnel.</p>		

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

## 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 on an aggregate basis 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 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>), 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 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 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

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

5.2.3.1.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

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>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

2010C (2018-06-21), 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 Work is to be performed during the period from 21 May 2019 to 24 May 2019.

#### 6.4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the

Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within six (6) months of the scheduled activity by sending a written notice to the Contractor.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Cress  
Public Works and Government Services Canada  
Pacific Region, Acquisitions  
401 – 1230 Government St  
Victoria, BC V8W 3X4  
Telephone: 250-514-9294  
Facsimile: 250-363-0395  
E-mail address: christine.cress@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: (To be determined at contract award)

Department of National Defence  
Regional Cadet Support Unit (Pacific)  
Bldg WP 1055  
Victoria, BC V9A 7N2

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 (Bidder to fill in or delete as applicable.)

Name:

Organization:

Address:

Telephone:

Facsimile:

E-mail Address:

## 6.6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

For the Work described in the Statement of Work in Annex "A" :

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm lot price(s) for a cost of \$\_\_\_\_\_ (to be inserted the amount at contract award). 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 Method of Payment

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

### 6.7.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0710C (2007-11-30), Time and Contract Price Verification

### 6.7.4 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

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.

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 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

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 British Columbia.

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 (2018-06-21), General Conditions - Services (Medium Complexity);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- f) the Contractor's bid dated \_\_\_\_\_ .

6.12 Insurance Requirements

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

6.13 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

ANNEX "A" - STATEMENT OF WORK

REGIONAL CADET SUPPORT UNIT (PACIFIC)  
REGIONAL EXPEDITION – WEST COAST CHALLENGE

Requirement:

For the provision of all meals, kayaking instruction, kayaking expedition and supervision of 24 participants that includes 20 Army Cadets and 4 CIC officers.

Objective:

The 2019, 2020, and 2021 Regional Expedition – West Coast Challenge is forecasted to have four (4) adult staff Cadet Instructor Cadre (CIC) officers, and twenty (20) youth aged 15-18 years as participants. All shall have a high level of physical fitness and no medical restrictions that would preclude them from participating in the entirety of activities to be conducted.

Key terms:

- Technical Authority: J3 Training Officer (Expedition) (J3 Trg O (Expn)).
- CIC Officer: Cadet Instructor Cadre Officer (CIC Officer)
- SKGABC: Sea Kayaking Guide Alliance of British Columbia.
- kayaking: shall be defined as a sport consisting of the use of a kayak for moving across water. Kayaking is distinguished from canoeing by the sitting position of the paddler and the number of blades on the paddle. A kayak is defined by the International Canoe Federation (the world sanctioning body) as a boat where the paddler faces forward, legs in front, using a double-bladed paddle.
- Ocean, coastal, and open water: refers to paddling conditions in very large bodies of water that would behave like an ocean, ex: seas, very large bays and very large lakes;
- Back country: 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.
- Expedition: an activity that consists of dynamic travel of no less than one day in duration with an outdoor overnight component, where there is a clear goal associated with the activity.

Scope of Work:

Activity overview:

- a. Day 1: Participants participate in a kayak introduction lesson; and
- b. Days 2-4: Kayaking around the Gulf Islands.

The Contractor must cover the following areas during instruction phase:

- a. A 3-hour introduction to kayak skills training for 24 participants, conducted Day 4 on Salt Spring Island, to include the following skills :
  - (1) on-water communication;
  - (2) wet exit;
  - (3) re-entry (self / assisted);
  - (4) swimming after capsizing, while wearing a personal floatation device (PVD);
  - (5) rafting up; and
  - (6) intro to rolling.
- b. plan and conduct a three day and two night kayak expedition around the Gulf Islands during days 2-4. The starting and ending point would be on Salt Spring Island. Cadets would kayak for at least 6 hours a day during the expedition.
- c. provide two external modes of communication and an emergency response plan during the expedition.
- d. meals for all the participants for the kayaking portion of expedition starting with lunch on Day 2 and ending with lunch on Day 4. Dietary restrictions shall be forwarded to the contractor no later than fourteen (14) days prior to the commencement of the expedition. Meals are to be nutritious, appetizing, and provide the required daily caloric intake while participating in expedition activities in accordance with the Canada Food Guide.
- e. cover all costs/service fees of parks and/or campsites during the kayaking expedition during Days 2-4.
- f. provide all technical gear and equipment associated with kayaking training and the expedition for 24 participants during Days 1-4.

Duration of Contract:

The Work is to be performed during the period of 21-24 May 2019.

The proposed dates for 2020 will be 19-22 May, and the proposed dates for 2021 will be 25-28 May (CANADA OPTION).

Tasks:

The Contractor must submit to the Technical Authority a detailed plan for all requirements for the planned activities no later than (NLT) thirty (30) days prior to the commencement of Work.

The work plan must include items such as, but not be limited to:

- 1) proof of being in possession of necessary permits and licensing, required for operating in the proposed areas and identification of rest stops and campsites along the proposed route; and

- 2) The pre-planning must also include a risk assessment, how the risk will be mitigated and an evacuation plan for the activity/location.

#### Staff Training:

The contractor must train the CIC officers in the operation of safety equipment, communications equipment, and the implementation of the emergency plan during the expedition. The participants shall be introduced to and made aware of the afore-mentioned equipment and emergency plan.

#### Special Considerations:

The contractor must provide technical advice, instruction, and supervision of training and shall work in close consultation with the Technical Authority and the adult staff present during the entire expedition regarding details of scheduling and safety. This includes working in close consultation with the CIC officers present who are assigned to oversee the instruction of cadets regarding matters separate from the technical aspects of training (e.g. disciplinary matters, and to be consistent).

#### Communications:

The Contractor must be responsible for all on-water communications including but not limited to the following:

- 1) Ensure staff are capable of communicating with the necessary authorities during the duration of project (to be consistent).
- 2) Communication with the necessary authorities includes being able to initiate public affairs plans, required daily communications, and emergency plans at all times;
- 3) Provide minimum of two marine radios and other necessary equipment for communication as required;
- 4) The Technical Authority must be included in all communication plans for emergency responses.

#### Emergency Planning:

The contractor must initiate any required emergency procedures related to the requirements of the planned activity. This includes but is not limited to establishing the necessary lines of communications with rescue authorities, emergency personnel, for the implementation of an Emergency Response Plan. The contractor must provide the necessary specialist first aid and evacuation equipment necessary to extract casualties from locations.

#### Equipment:

The Contractor shall provide all technical equipment required for the level and type of instruction for the planned training as approved by the Technical Authority. The contractor shall provide an area in which to secure the participant's bikes while participants are on the expedition phase.

#### Reports and Deliverables:

Copies of the Contractor's own Risk Assessment and Emergency Response Plan are required prior to commencement of Work. These reports must be sent to the Technical Authority NLT fifteen (15) days prior to the commencement of Work.

#### Government Furnished Support/Equipment/Information:

DND will provide the following:

- a. personal clothing for participants;
- b. tents, expedition packs, sleeping bags, and sleeping pads for the cadets;
- c. any third party costs associated with emergency procedures;

- d. included in the number of participants are 4 CIC officers who will assist with supervision and instruction of cadets;
- e. devices capable of tracking the expedition teams and sending messages; and
- f. travel and living expenses for participants to and from Salt Spring Island.

ANNEX "B" – PROPOSED BASIS OF PAYMENT

BASIS OF PRICING:

- Firm Prices are quoted in Canadian Dollars.
- Firm Prices do not include GST. GST will be applied as a separate line item to any invoice issued as a result of a Contract.
- The quoted Firm Prices are FOB Destination - Department of National Defence, CFB Esquimalt, Victoria BC and include all delivery charges, Customs duties and Excises taxes, if applicable.
- The quoted Firm All-inclusive Lot Prices include all labour, tools, equipment, materials, manuals, travel and living expenses, transportation of goods, parts and supervision required to do the Work. No further charges will be allowed.
- Breakdown of contract periods:

Contract Period (YEAR 1)	The period of activity is from 21-24 May 2019.
Option Period 1 (YEAR 2) (CANADA OPTION)	The proposed dates will be 19-22 May 2020.
Option Period 2 (YEAR 3) (CANADA OPTION)	The proposed dates will be 25-28 May 2021.

ITEM	Description	FIRM ALL-INCLUSIVE LOT PRICE Contract Period – YEAR 1	FIRM ALL-INCLUSIVE LOT PRICE Option Period 1 – YEAR 2 (CANADA OPTION)	FIRM ALL-INCLUSIVE LOT PRICE Option Period 2 – YEAR 3 (CANADA OPTION)
1	For the provision of all meals, kayaking instruction, kayaking expedition and supervision for 24 participants, conforming to the Statement of Work in Annex "A".	\$ _____ (1)	\$ _____ (2)	\$ _____ (3)
Total Aggregate Evaluated Price is the sum of 1 + 2 + 3, GST/HST extra:				\$ _____

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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

#### 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.
  - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27