



## 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

<b>Title - Sujet</b> National Ranger Training Kayak and	
<b>Solicitation No. - N° de l'invitation</b> W0103-198140/A	<b>Date</b> 2019-01-24
<b>Client Reference No. - N° de référence du client</b> W0103-198140	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-239-7684	
<b>File No. - N° de dossier</b> VIC-8-41172 (239)	<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 2019-03-06</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 type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Large, Kathy	<b>Buyer Id - Id de l'acheteur</b> vic239
<b>Telephone No. - N° de téléphone</b> (250) 216-4455 ( )	<b>FAX No. - N° de FAX</b> (250) 363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE SEE HEREIN	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Statement of Work

The Work to be performed is detailed under Article 7.1 of the resulting contract clauses

### 1.2 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the, and the Canadian Free Trade Agreement (CFTA)."

### 1.3 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.

### 1.4 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.

## 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](#) (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, Pacific Region*  
401-1230 Government St.  
Victoria, BC V8W 3X4  
Bid Fax: 250-363-3344

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca) - Bids/Offer will be 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.

### 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? <b>Yes ( ) No ( )</b>
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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? <b>Yes ( ) No ( )</b>
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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 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**

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 (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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. 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.

### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **3.1.2 Electronic Payment of Invoices – Bid**

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

If Annex "C" 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.

#### **3.1.3 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate

fluctuation risk mitigation will not be considered. All bids including such provision will render the bid nonresponsive.

### **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 Supporting Information**

In the event that the Bidder fails to submit any supporting information pursuant to Annex A1, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

#### **4.1.2 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex A2.

#### **4.1.3 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**

See Annex A1.

## **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 Integrity 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.



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## 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 specified 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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## PART 6 – N/A

## PART 7 - RESULTING CONTRACT CLAUSES

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



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## 7.1 Statement of Work

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

## 7.2 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.

### 7.2.1 General Conditions

[2010C \(2018-06-21\)](#), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

**7.3.1** There is no security requirement applicable to the Contract.

## 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2019 inclusive

### 7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kathy Large  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Victoria Commercial Acquisitions  
Address: 1230 Government Street, Victoria, British Columbia

Telephone: 250-216-4455  
Facsimile: 250-363-0395  
E-mail address: [kathy.large@pwgsc-tpsgc.gc.ca](mailto:kathy.large@pwgsc-tpsgc.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Contract is:

To be inserted at contract award.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

Name	Address	Phone/Email

### 7.6 Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

### 7.7 Payment

#### 7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices, 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.

#### 7.7.2 Limitation of Price

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.

#### 7.7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

#### 7.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using 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)

### 7.8 Invoicing Instructions

- 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.

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.

## **7.9 Certifications and Additional Information**

### **7.9.1 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.

### **7.9.2 SACC Manual Clauses**

A3060C (2008-05-12) Canadian Content Certification

## **7.10 Applicable Laws**

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

## **7.11 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 – Medium Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## **7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)**

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

## **7.13 Insurance Requirements**

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

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

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

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## **ANNEX "A" - STATEMENT OF WORK**

### **SEA KAYAK AND OUTDOOR ADVENTURE TRAINING**

#### **4 CRPG JUNIOR CANADIAN RANGER NLETS 2019**

##### **Introduction**

1. The 4<sup>th</sup> Canadian Ranger Patrol Group (CRPG) intends to host the Junior Canadian Ranger (JCR) National Leadership Enhanced Training Session (NLETS) in the southern Gulf Islands area of BC during August 2019. The NLETS will comprise 42 JCRs from all regions of Canada who are ages 16 - 18 plus 22 accompanying adults. It is intended to be conducted from 7 to 20 August 2019. Of the adults, 10 will be support staff, and therefore not directly involved in receiving training. Adult staff members are comprised of Canadian Army Reserve Members, Canadian Rangers, and civilian volunteers.
2. Since the JCR Program is designed to be inclusive as much as possible in order to positively impact the greatest number of youth, there may be JCRs who struggle with behavioral or cognitive issues related to the Autism Spectrum, Fetal Alcohol Spectrum Disorder, abuse, violence, self-harm or other issues. The staff of 4 CRPG will be prepared to provide introductory training to the Contractor prior to the start of the contract, with a view to better preparing the Contractor's staff to deal with the youth in question. Should discipline or behavior issues be present among the participants, CRPG staff will work with the Contractor to resolve these issues. Several JCRs who speak a language other than English as their first language, may be present. The contractor shall be prepared to work through the 4 CRPG staff or other JCRs to transmit information to these JCRs as necessary.
3. The 4 CRPG intent is that this contract be for a firm requirement for the summer of 2019 only.

##### **Background**

4. The Junior Canadian Rangers (JCRs) is a youth development program of the Canadian Armed Forces (CAF) that provides experiential learning opportunities and skills to youths aged 12 - 18 who live in remote or isolated communities. JCR training is focused on: Traditional skills (historical, cultural, recreational, or economic); Life Skills (common everyday skills, safety); and Canadian Ranger Skills (living on the land).
5. The aim of the National Leadership Enhanced Training Session (NLETS) is to bring together older JCRs from across the five Canadian Ranger Patrol Groups across Canada who have demonstrated leadership potential to conduct adventurous outdoor training. This includes skill development and challenge, coupled with leadership development in accordance with the JCR mandate. Introductory leadership training will be provided to all of the JCR participants before the contractor-lead portion of NLETS, in order for those leadership skills to be practiced and developed by CAF staff during the event.

## 6. Requirements

### 6.1 The Training Program

The Contractor must develop and provide an eight day training program for 42 JCRs and 12 adults. The group will be divided into two syndicates with each syndicate consisting of 21 JCRs and 6 adults. The training program must be divided into two, four-day training blocks as per Table 6.1.1 and 6.1.2. Both training blocks must be conducted concurrently, with each syndicate participating in both training blocks back-to-back.

Each training block must have the following content and meet the stated learning objectives along with any other special requirements identified below:

#### 6.1.1 Sea Kayak

Objective	To provide a basic training on Sea Kayaking skills
Duration	4 days for each group <ul style="list-style-type: none"><li>• 1 Day for basic knowledge training</li><li>• 3 Days of practical hands-on training</li></ul>
Topic	<p>Basics of Sea Kayaking</p> <ul style="list-style-type: none"><li>(a) Parts of a kayak;</li><li>(b) Identification and use of safety equipment;</li><li>(c) Carrying and transporting a kayak;</li><li>(d) Entering and exiting the kayak safely (on land and in water);</li><li>(e) Wet exit;</li><li>(f) Stroke development (forward, reverse, sweep, draw);</li><li>(g) Packing gear and loading a kayak for a trip;</li><li>(h) On water communication (marine VHF and hand signals);</li><li>(i) Hazards on the water;</li><li>(j) Self-recovery;</li><li>(k) Introduction to marine navigation/charting; and</li><li>(l) Travel safely across the ocean in a group of sea kayaks.</li></ul> <p>Advanced Sea Kayaking (Practical Hands-on Training at Sea)</p> <ul style="list-style-type: none"><li>(a) Participate in a three-day, two-night sea kayaking and camping expedition in not more than Beaufort Sea State/Scale #4 wind and ocean conditions, in not more than Class II waters.</li></ul>
Special requirements	<ul style="list-style-type: none"><li>• The instructor/guide to participant ratio must not exceed one to eight (1:8).</li></ul>

	<ul style="list-style-type: none"> <li>The senior guide with each sea kayaking group must hold a minimum of Level 2 Sea Kayak Guides Association of BC (SKGABC) or equivalent, with other sea kayak guides being Assistant Overnight Guide (AOG) qualified or equivalent.</li> <li>All instructors must hold appropriate industry and safety qualification for any training proposed.</li> <li>Must provide the sea kayaks (doubles for the JCRs and singles for the adults), and all required safety gear including Personal Flotation Devices for all participants,</li> <li>While sea kayaking on the ocean, the contractor must possess and maintain contact with marine safety authorities using marine VHF radios. Contractor's staff using these radios must be qualified as Restricted Operators;</li> </ul>
Note	<p>Must accommodate participants:</p> <ul style="list-style-type: none"> <li>Who may exhibit behavioural or cognitive issues as per Article 2</li> </ul>

#### 6.1.2 Adventurous outdoor activities

Objective	<ul style="list-style-type: none"> <li>To provide a challenging adventurous outdoor activities common to the local area</li> <li>To provide a learning opportunity</li> </ul>
Duration	<p>4 days for each group (8AM – 5 PM)</p> <ul style="list-style-type: none"> <li>2 Days of outdoor activities</li> <li>2 Days of skills/knowledge development</li> </ul>
Topic	<p>Outdoor Activities may include, but are not limited to:</p> <p>(a) Mountain biking,</p> <p>(b) Hiking; and</p> <p>(c) Rock climbing.</p> <p>Skill and Knowledge Development may include, but are not limited to:</p> <p>(a) Environmental education/awareness (marine and/or land),</p> <p>(b) Biodiversity,</p> <p>(c) Traditional foods and cooking methods accustomed to the local area,</p> <p>(d) Survival skills,</p> <p>(e) First Nations culture; and</p> <p>(f) Local history</p>
Special requirements	<ul style="list-style-type: none"> <li>The instructor/guide to participant ratio for the <u>outdoor activities</u> must not exceed one to eight (1:8), while the instructor/guide to participant ratio for the <u>skill or knowledge development</u> must not exceed one to twelve (1:12).</li> </ul>

	<ul style="list-style-type: none"><li>• Must provide all of the equipment and appropriate safety gear to support the training.</li><li>• Proposed training must focus on providing experiential learning (hands-on) accustomed to the local area.</li><li>• Support and encourage Leave No Trace principles (Plan Ahead and Prepare, Travel and Camp on Durable Surfaces, Dispose of Waste Properly, Leave What You Find, Minimize Campfire Impacts, Respect Wildlife, and Be Considerate of Others) with the JCRs;</li></ul>
Note	<p>Must accommodate participants:</p> <ul style="list-style-type: none"><li>• Who may exhibit behavioural or cognitive issues as per Article 2</li></ul>

## 6.2 Leadership Challenges

NLETS staff will be incorporating introductory leadership challenges into all training activities in order to enhance and develop the leadership ability of the JCRs. In half-day segments, JCRs will be identified as the section leader and must plan and complete one or more tasks, providing necessary direction and supervision to their section (10 x JCRs). In cooperation with the NLETS staff member present, it is expected that the contractor's staff will feed all direction, timings and objectives through the identified JCR section leader for implementation.

## 6.3 Contractor Responsibilities

The Contractor is responsible for the safety of its students at all times from the point they are received until such time they depart after training is complete. All pertinent safety standards should be known and complied with at all times in accordance with applicable Federal and Provincial/Municipal laws and regulations.

The Contractor is responsible for:

- Ensuring that each instructor is in possession of a radio/phones and can communicate with each other at all times.
- The co-ordination of movement and safety throughout the day.
- Checking weather and local conditions before training begins and adapting as necessary to the environmental conditions.
- Ensuring that participants are fully aware of how to correctly fit, wear and use equipment issued.
- Ensuring suitable management of groups and individuals at all times during training.
- Ensuring briefings on hazards are given to all.
- Ensuring that first aid equipment is carried by the senior instructor. The senior instructor must hold a valid Advanced Wilderness First Aid certificate.



- Ensuring that each student is issued with serviceable and appropriate equipment for the activity.
- The Contractor must hold valid permits/licenses to operate in the area identified in the training program.
- The Contractor must ensure all their staff involved successfully complete a Vulnerable Sector Check.

#### 6.4 Meals

Must provide meals during the kayak out trip/expedition portion only, for each of the two groups for a total of 27 participants plus a 2 person safety boat team per group. For each group, this will include three x lunches, two x suppers, and two x breakfasts per person for the duration of the Sea Kayak training. (First day: Lunch and Supper; Second Day: Breakfast, Lunch and Supper; Third day: Breakfast and Lunch). All other meals will be provided at the base camp.

A Food Safe certificate must be provided for each member of the contractor's staff who will be preparing food not later than (NLT) one month before NLETS;

Due to the existing diets of our Primary Training Audience (PTA), a minimum of one meal daily must contain meat. The Contractor must be prepared to provide a specified number of gluten-free, vegetarian, and/or vegan meals while on the sea kayak expedition. Numbers of people for each type of meal will be identified two weeks prior to the camp. The Canadian Armed Forces (CAF) currently provides on the land meals at 1200 calories per meal, or 3600 calories per day and a similar caloric meal plan is recommended. A final meal plan must be confirmed 1 month prior to training according to students dietary requirements.

#### 6.5 Medical Evaluation

The Contractor must facilitate and coordinate any necessary medical evacuation, if required.

#### 6.6 Professionalism

The Contractor and their staff must at all times deport themselves in a professional, respectful and healthy manner when interacting with or in view of JCR participants. The consumption of alcohol, marijuana, or illicit drugs during the event is strictly forbidden. Cigarette smoking, if done, is to be done out of view of the JCRs.

### 7. **Constraints**

#### 7.1 Location

Presently, three Group Campsites at Ruckle Provincial Park on Saltspring Island, BC have been booked and paid for, for the base camp for NLETS.

To facilitate any necessary medical evacuations, the training locations must be within 50 Km of the proposed base camp.

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#### 7.1.1 Features of the Base Camp

- 8700 square meters of space for 4 CRPG to use as a camp ground.
- Unlimited access to potable water.
- Garbage and Recycling receptacles (dumpsters) as well as frequent emptying of the dumpsters
- 6 Pit toilets/port a potties
- Gray Water receptacle
- 15 picnic tables
- Parking space for 12 Vehicles. Most Vehicles will be 2WD so access roads and parking must be usable by 2WD vehicles.
- Site availability from 9 - 20 Aug 19.

#### 7.2 Language of instruction

The instruction must be carried out in English. English is not the first language of all participants so additional instruction may be required with some participants. Contractors may discuss any concerns with on-site DND personnel.

### **8. Client Support (DND) (NLETS)**

The DND group will arrive at the base camp location on 10 August 2019. The eight days of training will begin on 11 Aug 2019 and end on 18 August. The DND group will depart the campsite facility following breakfast on 19 August.

DND will provide the following support:

- a. DND will provide sleeping bags and sleeping pads for all JCR participants;
- b. DND will provide a motorized safety boat with a two-person crew for the sea kayaking expeditions;
- c. DND adults will be included in each group of 27 people and will provide all non-training supervision and leadership development activities for the JCRs for the duration of the event;
- d. DND will supply the tents as accommodation for all JCR and NLETS staff participants;
- e. DND will supply the dry bags for all NLETS participants for the sea kayaking expedition;
- f. DND can provide mountain bikes for participants, if required;
- g. DND will supply each NLETS participant with a 2L water bottle;
- h. 4 CRPG will provide introductory training to familiarize the contractor and staff with the JCR trainees; and
- i. DND will coordinate all ground transport using vans for the trainees throughout.

## **9. Deliverables**

### **9.1 After the Contract Award**

The Contractor must be able to meet with the TA to conduct detailed planning of the activities not later than (NLT) June 11<sup>th</sup>, 2019 (two months before the contract start date). In-person meeting is preferred, but teleconference is acceptable if necessary.

The Contractor must provide the following to the TA, NLT June 11, 2019:

#### **9.1.1 Sea Kayak Training:**

- Qualification certificates for Sea Kayaking guides (Assistant Overnight Guide (AOG) qualified or equivalent);
- For Sea Kayak instructors: marine VHF Restricted Operator Certificate for Radio;
- Vulnerable Sector Clearance for all staffs proposed; and
- Valid Advanced Wilderness First Aid certificate for Senior Instructor.

#### **9.1.2 Outdoor Adventure Training:**

- All instructors must meet the minimum acceptable level of qualifications from a recognized organization in mountain biking or outdoor guiding, or a standard "intermediate level" certification common to all of below, or an acceptable combination of education, training and/or experience. Recognized organizations may include: CANBIKE, Association of Canadian Mountain Guides, International Mountain Bike Guides Association of Canada, Professional Mountain Bike Instructor Association;
- Vulnerable Sector Clearance for all staffs proposed; and
- Valid Advanced Wilderness First Aid certificate for Senior Instructor.

### **One Month prior to Training Start Date:**

The Contractor must teleconference with the Technical Authority not later than one month prior to the start date of the event to review requirements and finalize meal plans and other details.

The Contractor must provide the following to the TA:

- A Food Safe certificate for each member of the contractor's staff who will be preparing food.

## ANNEX "A1" – BASIS OF SELECTION

### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria;
  - c. obtain the required minimum points specified each criterion for the technical evaluation, and
  - d. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 34 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		32/34	30/34	28/34
<b>Bid Evaluated Price</b>		\$55,000	\$50,000	\$45,000
<b>Calculations</b>	<b>Technical Merit Score</b>	$32/34 \times 60 = 56.5$	$30/34 \times 60 = 52.94$	$28/34 \times 60 = 49.41$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36$	$45/45 \times 40 = 40$
<b>Combined Rating</b>		89.23	88.94	89.41
<b>Overall Rating</b>		2	3	1

## ANNEX A2 - TECHNICAL EVALUATION – MANDATORY CRITERIA

A bid must comply with the requirements of the Solicitation and meet all mandatory technical evaluation criteria listed below to be declared responsive and given further consideration in the evaluation process.

Substantial Information: Bidders must demonstrate their compliance with the Mandatory sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders should identify where requested in the tender document, where the substantial information for each of the sections identified below can be found. Failure to provide this information with the bid will render the bid non-responsive.

ITEM	MANDATORY TECHNICAL REQUIREMENTS	MET	NOT MET	REFERENCE TO BIDDER'S PROPOSAL
<b><u>Location</u></b>				
M1	The Contractor must provide the training within 50 kilometres of Ruckle Provincial Park.			
M2	The Contractor must identify the proposed training locations for each of the proposed activities, including overnight camping locations during the sea kayak expedition, in their proposal and confirm they are licensed and/or authorized to access those areas. Detailed plans are to be developed in cooperation with the Technical Authority by no later than one month before the training commences.			
M3	The Contractor must provide the training from 11 August 2019 to 18 August 2019.			
<b><u>Training Program</u></b>				
M4	The Contractor must provide a draft schedule outlining the dates and times that the training activities will be delivered. The training schedule must include:  Topics listed in Article 6.1.1, Sea Kayak  Topics listed in Article 6.1.2, Adventurous Outdoor Activities			
M5	The proposed adventure training program must include two (2) days of outdoor activities conducted in an outdoor setting.			

M6	The proposed adventure training program must include two (2) days of skills/knowledge development related to the local area.			
<b><u>Qualification</u></b>				
M7	The proposed senior guide with each sea kayaking group must hold a minimum of Level 2 Sea Kayak Guides Association of BC (SKGABC) or equivalent AND all other Sea Kayak Guides must be Assistant Overnight Guide (AOG) qualified or equivalent.  Ratio of guides to students is 1:8 therefore minimum number of guides = 4.			
M8	Outdoor activity instructors must possess at least two (2) years of experience in providing outdoor activity training to youth.  <i>One year is defined as twelve (12) months of cumulative volunteer or employment experience and must be substantiated in a resume/curriculum vitae.</i>			
M9	Skill/knowledge development instructors must possess at least two (2) years of experience in providing skill/knowledge development training to youth.  <i>One year is defined as twelve (12) months of cumulative volunteer or employment experience and must be substantiated in a resume/curriculum vitae.</i>			
<b><u>Meal Plan &amp; Potable Water</u></b>				
M11	The Contractor must provide a draft nutritious meal plan that supports the caloric needs of the physical aspects of the training for all the participants for the duration of the Sea Kayak Expedition.			
M12	The Contractor must specify how sufficient certified potable drinking water will be provided while on the sea kayak expedition.			
<b><u>Medical Evacuation</u></b>				

M13	The Contractor must provide a synopsis of how they would facilitate and coordinate any medically necessary evacuation and must provide their Standard Operating Procedures for casualty evacuation.			
<b><u>Corporate Experience</u></b>				
M14	<p>Bidders must provide a document demonstrating corporate experience dealing with large organized groups such as other cadet camps, school outings, or other youth groups participating in outdoor adventurous activities within the last five (5) years.</p> <p>The document must reference at least <b><u>two (2) contracts</u></b> that demonstrate the Bidder's ability to perform the work specified in Annex A, Statement of Work.</p> <p>The document must include the following contract reference information for <b>each</b> contract:</p> <p><b><u>Contract Reference No. 1</u></b></p> <ol style="list-style-type: none"> <li>Details of the customer(s) under the contract (name, address, telephone number, email address);</li> <li>Number of instructors;</li> <li>Number of participants;</li> <li>Age range of participants;</li> <li>Date(s) and duration of experience;</li> <li>Location(s) of experience.</li> </ol> <p><b><u>Contract Reference No. 2</u></b></p> <ol style="list-style-type: none"> <li>Details of the customer(s) under the contract (name, address, telephone number, email address);</li> <li>Number of instructors;</li> <li>Number of participants;</li> <li>Age range of participants;</li> <li>Date(s) and duration of experience;</li> <li>Location(s) of experience.</li> </ol>			

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



### TECHNICAL EVALUATION - RATED CRITERIA

Criteria	Description	Scoring Guideline	Max / Min Points	Points	Reference to bidder Proposal
R1	The proposed outdoor activities will be awarded points in accordance with the Scoring Guideline.	<ul style="list-style-type: none"> <li>Rock Climbing, Mountain Biking, Hiking (2 points each)</li> <li>Zip line, Ropes course, canoeing (1 point each)</li> <li>Other applicable outdoor activities not listed (1 point each)</li> </ul> <p>The training program must include minimum of two activities.</p>	8 / 2		
R2	The proposed skills/knowledge development activities will be awarded points in accordance with the Scoring Guideline.	<ul style="list-style-type: none"> <li>Marine Biodiversity/Sea Life (low tide) (2 points)</li> <li>First Nations culture, cooking (2 points each)</li> <li>Traditional/Organic farming (2 points)</li> <li>Survival skills (applicable to the local area) (2 points)</li> <li>Environmental education/protection (2 points)</li> <li>Other applicable skills/knowledge development activities not listed (1 point)</li> </ul> <p>The training program must include minimum of three activities.</p>	8 / 4		
R3	Sea Kayak Instructors possessing more than Level 2 Sea Kayak Guides Association of BC (SKGABC) or equivalent will be awarded points in accordance with the Scoring Guideline	<ul style="list-style-type: none"> <li>SKGABC Level 3 Guide (2 points)</li> <li>SKGABC Class 4 Waters Endorsement (4 points)</li> <li>SKGABC Guide Trainer (6 points)</li> <li>SKGABC Guide Examiner (8 points)</li> </ul>	8 / 0		
R4	Instructor personnel possessing more than two (2) years of experience providing outdoor activity training	<p>3 years (2points)</p> <p>4 years (3 points)</p>	5 / 0		

	to youth will be awarded points in accordance with the Scoring Guideline	5 years (4 points) 5+ years (5 points) <i>One year is defined as twelve (12) months of cumulative volunteer or employment experience and must be substantiated in a resume/curriculum vitae.</i>			
R5	Instructor personnel possessing more than two (2) years of experience providing skills/knowledge development training to youth will be awarded points in accordance with the Scoring Guideline	3 years (2points) 4 years (3 points) 5 years (4 points) 5+ years (5 points) <i>One year is defined as twelve (12) months of cumulative volunteer or employment experience and must be substantiated in a resume/curriculum vitae.</i>	5 / 0		
Minimum Mandatory Score			6		
Total Score					

Bidders must ensure their bids contain sufficient details to demonstrate their ability and understanding of the requirement to the evaluators.

Max = maximum number of points; Min = mandatory passing mark.

Bidders must obtain the required minimum points for EACH criterion with a pass mark. Bids not meeting this criteria will be declared non-responsive and not evaluated further.

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Client Ref. No. - N° de réf. du client  
W0103-198140

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

Buyer ID - Id de l'acheteur  
VIC239  
CCC No./N° CCC - FMS No./N° VME

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### ANNEX "B" - BASIS OF PAYMENT

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

Item	Description	Unit		Total Evaluated Price
1	Sea Kayaking Training	LOT	1	
2	Outdoor Adventure Training	LOT	1	
	<b>TOTAL EVALUATED BID PRICE</b> (GST Extra as applicable)			

**\*All-inclusive price including travel and accommodation.**

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## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by 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)

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## ANNEX "D" INSURANCE REQUIREMENT

### 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or

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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.