



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS	5
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES	8
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	10
PART 6 - INSURANCE REQUIREMENTS	11
6.1 INSURANCE REQUIREMENTS.....	11
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	12
A. STANDING OFFER	12
7.1 OFFER	12
7.2 SECURITY REQUIREMENTS	12
7.3 STANDARD CLAUSES AND CONDITIONS.....	12
7.4 TERM OF STANDING OFFER.....	12
7.5 AUTHORITIES	13
7.6 IDENTIFIED USERS	14
7.7 CALL-UP INSTRUMENT	14
7.8 LIMITATION OF CALL-UPS.....	14
7.9 FINANCIAL LIMITATION	14
7.10 PRIORITY OF DOCUMENTS	15
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
7.12 APPLICABLE LAWS	15
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
B. RESULTING CONTRACT CLAUSES	16
7.1 STATEMENT OF REQUIREMENT	16
7.2 STANDARD CLAUSES AND CONDITIONS.....	16
7.3 TERM OF CONTRACT	16
7.4 PAYMENT	16
7.5 INVOICING INSTRUCTIONS	17
7.6 INSURANCE REQUIREMENTS.....	17
ANNEX A: STATEMENT OF REQUIREMENT	18
APPENDIX 1 TO ANNEX A: SKYHAWKS LOGO & COLOUR SCHEME	30

Solicitation No. - N° de l'invitation
W2037-200044/A
Client Ref. No. - N° de réf. du client
W2037-200044

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42058

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

ANNEX B: BASIS OF PAYMENT	32
ANNEX C: TO PART 3 OF THE REQUEST FOR STANDING OFFERS	35
ELECTRONIC PAYMENT INSTRUMENTS.....	35
ANNEX D: INSURANCE REQUIREMENTS.....	36
COMMERCIAL GENERAL LIABILITY INSURANCE	36

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

- 1.2.1 The Canadian Armed Forces Parachute Team (CAFPT), *The SkyHawks*, is world-renowned for its signature Canopy Relative Work (CRW) parachute performances, which showcase daring displays of aerial acrobatics, precision and teamwork. For 48 years, the SkyHawks have flown their signature "Canada Flag" parachutes in front of more than 70 million spectators across North America, Europe, and the World at special events, air shows and schools. These performances focus on Public Relations (PR) for both the Canadian Army and the Canadian Armed Forces and through their interaction with the public, the team members exhibit the epitome of skill, physical fitness, teamwork and professionalism. In order to fulfill this task, the SkyHawks require quality clothing that is easily identifiable during training and at all show venues.

In order to meet these challenges, the team requires the look of consummate professionals when performing or interacting with crowds at shows and social events. Over the past number of years, the SkyHawks have used a variety of clothing suppliers to outfit the team for this purpose.

The purpose of Standing Offer will be to provide the clothing items listed in Annex A to the SkyHawks for a one year period with four (4) additional one-year option period. All goods will be delivered to 8 Wing Trenton unless otherwise specified.

- 1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers 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 RFSO:

PWGSC Ontario Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Solicitation No. - N° de l'invitation
W2037-200044/A
Client Ref. No. - N° de réf. du client
W2037-200044

Amd. No. - N° de la modif.
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TOR-9-42058

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer

Offers transmitted by facsimile or hardcopy will not be accepted.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B: Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- a. The Bidder must provide two (2) references to demonstrate the Bidder has 12 months of experience provide customer service to a similar size, scope as this requirement.
- b. The Bidder must provide products that meet the specifications listed in Annex A. The Bidder must provide technical specs for all equipment being offered.

4.1.1.2 Point Rated Technical Criteria

Each bid will be rated by assigning a score to the related requirements, which are identified in the bid solicitation by the word "rated" or by referencing to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described below:

Criteria	Definition	Possible Score
Quality	<i>Degree of excellence of the clothing and image.</i> -is the stitching even and straight? -do the seams lie flat (or are they bumpy/uneven)?	<i>of 30</i>
Durability	<i>Ability to withstand normal wear & tear expected.</i> - when physically inspecting the item, does it look to be well-made (tight knit fabric, well sewn seams, no loose threads) - are there reviews of the company/item that support its durability claim?	<i>of 20</i>

4.1.2 Financial Evaluation

4.1.2.1 The Offeror must complete and submit with its offer, Annex B: Basis of Payment, in Canadian funds. Pricing **must** be provided for **all** line items as listed in Annex B.

4.1.2.2 The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

- a. The Extended Price for line items is the Estimated Usage multiplied by the Firm Unit Price;
- b. The Total Evaluated Price is the sum of all the Extended Price for each Contract year;
- c. The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

- (a) To be declared responsive, a bid must:
- (i) comply with all the requirements of the bid solicitation; and
 - (ii) meet all mandatory criteria; and
 - (iii) obtain the required minimum of 30 out of 50 points overall score for the point-rated technical evaluation criteria.
- (b) Bids not meeting (i), (ii) and (iii) will be declared non-responsive.
- (c) 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.
- (d) 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%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) 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 equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating of 60% Technical Merit and 40% Price

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit	115/135 x60 = 51.11	89/135 x60 = 39.56	92/135 x60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

- (h) In the event of identical Combined Ratings occurring, then the bid with the highest Price Score will become the top-ranked bidder.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer 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 property 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D: Insurance Requirements.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Requirement at Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled Annex C: Reporting Requirements. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from contract award to one (1) year later.

7.4.2 Extension of Standing Offer

Solicitation No. - N° de l'invitation
W2037-200044/A
Client Ref. No. - N° de réf. du client
W2037-200044

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42058

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) periods, for one year each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Tyler Vandonk
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 33 City Centre Dr
Mississauga, ON
L5B 2N5
Telephone: 905-615-2065
E-mail address: tyler.vandonk@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

(Canada will complete on issuance of Standing Offer)

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

Name: _____ (please provide with Bid Submission)
Telephone: _____
Fax: _____
Email: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Project Authority.

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

- a) Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).
- b) Individual call-ups against the Standing Offer to be issued in excess of the \$25,000.00 limit must be authorized by the Standing Offer Authority.

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **(Canada will complete on issuance of Standing Offer)** including taxes unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions the general conditions 2010B (2018-06-21), General Conditions - Goods (Medium Complexity)
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.3.3 Shipping Instructions – Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:
 - a. Delivered Duty Paid (DDP) as specified in the call-up Incoterms 2000 for shipments from a commercial contractor

The Contractor must ship the goods prepaid via (as specified in the call-up) including all delivery charges to (as specified in the call-up). Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex B. Customs duties and excise tax are included and the total amount of applicable taxes must be shown separately.

7.4.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7.5.3 Multiple Payments

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

- A) 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;
- B) all such documents have been verified by Canada;
- C) the Work delivered has been accepted by Canada.

7.4.4 Electronic Payment of Invoices – Call-up

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)

7.5 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 release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
OR
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.6 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.

ANNEX A: STATEMENT OF REQUIREMENT

1. Background

The Canadian Armed Forces Parachute Team (CAFPT), *The SkyHawks*, is world-renowned for its signature Canopy Relative Work (CRW) parachute performances, which showcase daring displays of aerial acrobatics, precision and teamwork. For 48 years, the SkyHawks have flown their signature "Canada Flag" parachutes in front of more than 70 million spectators across North America, Europe, and the World at special events, air shows and schools. These performances focus on Public Relations (PR) for both the Canadian Army and the Canadian Armed Forces and through their interaction with the public, the team members exhibit the epitome of skill, physical fitness, teamwork and professionalism. In order to fulfill this task, the SkyHawks require quality clothing that is easily identifiable during training and at all show venues.

In order to meet these challenges, the team requires the look of consummate professionals when performing or interacting with crowds at shows and social events. Over the past number of years, the SkyHawks have used a variety of clothing suppliers to outfit the team for this purpose.

There are various positions that make up the team. Each has a corresponding clothing requirement. Three levels of entitlement (Cadre, Augmentee and Support Staff) have been created and the following clothing descriptions have been refined to reflect the technical specifications of the clothing required for all three. Furthermore, while the items required to outfit the team are listed in the following list, individual entitlement and Scale of Issue (SOI) for each level of entitlement are attached at Annex A.

2. Objective

The Contractor must provide the items listed in Appendix 1 to Annex A when requested.

3. Scope

- 3.1 All deliveries must be made fourteen (14) calendar days after the receipt of a call-up. Unless the order is specified as urgent in which case the rush surcharge applies but all call-up deliverables must be received in forty-eight (48) hours from call-up receipt.
- 3.2 The supplier must be able to produce men's and women's sizes for each item, with corresponding size charts of each item.
- 3.3 The supplier must show a record of after-service care with the identification of: back-up stock, replacement items and have the ability to deliver replacements within 7 calendar days to anywhere in North America.

4. Clothing Articles Required

- 4.1 Thermal Soft-Shell Jacket (8415-20-003-2833):
 - a. Durable water repellant outer face fabric finish;
 - b. Windproof, breathable;
 - c. Should have male and female versions;
 - d. Hand pockets with zippers;
 - e. Integral or hidden chest pocket(s);
 - f. Lightly insulated;
 - g. Anatomical fit, cut just below waistline;
 - h. Drop back hem;
 - i. Adjustable hem draw-cord;

- j. Soft brushed-lined mid height collar, no hood;
- k. Black in colour;
- l. SkyHawks Crest embroidered upper left breast with "SkyHawks" wording embroidered in white underneath (4" x 2 1/4") (min thread count: 10,000);
- m. Custom, plain text white embroidery for each team member's name on upper right breast;
- n. Red Maple Leaf embodied rear top centre (1" x 1") (min thread count: 5,000); and
- o. The wording "SkyHawks" in white embroidery below the Maple Leaf (3" x 1") (min thread count: 5,000).

Sample Photos (for illustration only)



SkyHawks crest – Left Breast



Red Maple Leaf & SkyHawks
lettering – Back collar

4.2 Wind Shirt (8415-20-A0F-4123):

- a. 100% polyester micro-fiber wind-shirt;
- b. Water and wind resistance;
- c. Raglan sleeve;
- d. One ribbed collar, cuff and matching band;

- e. V-neck, high-count clear-coating;
- f. Side seam pockets;
- g. covered elastic waistband;
- h. Black in colour;
- i. SkyHawks Crest embroidered upper left breast with "SkyHawks" wording embroidered in white underneath (4" x 2 ¼") (min thread count: 10,000);
- j. Red Maple Leaf embodied rear top centre (1" x 1") (min thread count: 5,000); and
- k. The wording "SkyHawks" in white embroidery below the Maple Leaf (3" x 1") (min thread count: 5,000).

Sample Photos (for illustration only)



4.3 Short Sleeve Golf Shirt (8405-21-AAD-2034):

- a. Light weight, blended, moisture wicking material blend of cotton (60%) and polyester (40%);
- b. Antimicrobial coating;
- c. Quarter-turned construction;
- d. Taped welt collar and welt cuffs;
- e. Three button, clean finished placket;
- f. Double-needle top stitching;
- g. Should have male and female versions;
- h. Black in colour;
- i. SkyHawks Crest embroidered upper left breast with "SkyHawks" wording embroidered in white underneath (3" x 1 ½") (min thread count: 10,000);
- j. Red Maple Leaf embodied rear top centre (1" x 1") (min thread count: 5,000); and
- k. The wording "SkyHawks" in white embroidery below the Maple Leaf (3" x 1") (min thread count: 5,000).
- l. Custom, plain text white embroidery of name and rank for each team member upper right breast;
- m. Custom white embroidery team members position lower right sleeve; and
- n. Must be machine wash friendly without damage, shrinking or warping of embroidery or creasing (for a minimum of 50 washes).

Sample Photos (for illustration only)



SkyHawks crest – Left Breast

Red Maple Leaf & SkyHawks lettering –
Back Collar

4.4 Short Sleeve T-Shirt Micro Fiber (8415-20-A0F-4114):

- a. Light weight synthetic fabric blend of cotton (60%) and polyester (40%);
- b. Antimicrobial coating;
- c. Crew neck;
- d. Flat lock stitching;
- e. Moisture wicking breathable, UV protection;
- f. Black in colour;
- g. Should have male and female versions;
- h. SkyHawks Crest embroidered upper left breast with “SkyHawks” wording embroidered in white underneath (3 1/2” x 1 3/4”) (min thread count: 10,000) OR image stamped;
- i. Red Maple Leaf embodied rear top centre (1” x 1”) (min thread count: 5,000);
- j. The wording “SkyHawks” in white embroidery below the Maple Leaf (3” x 1”) (min thread count: 5,000).
- k. Custom, plain text white embroidery of name and rank for each team member upper right breast; and
- l. Must be machine wash friendly without damage, shrinking or warping of embroidery or creasing (for a minimum of 50 washes).

Sample Photos (for illustration only)



SkyHawks crest – Left Breast

4.5 Long Sleeve T-Shirt (8415-20-A0L-8409):

- a. Light weight fabric blend of cotton (60%) and polyester (40%);
- b. Antimicrobial coating;
- c. Crew neck;
- d. Flat lock stitching;
- e. Moisture wicking breathable, UV protection;
- f. Black in colour;
- g. Should have male and female versions;
- h. SkyHawks Crest embroidered upper left breast with "SkyHawks" wording embroidered in white underneath (4" x 2 1/4") (min thread count: 10,000) OR image stamped;
- i. Red Maple Leaf embodied rear top centre (1" x 1") (min thread count: 5,000);
- j. The wording "SkyHawks" in white embroidery below the Maple Leaf (3" x 1") (min thread count: 5,000)
- k. Custom, plain text white embroidery of name and rank for each team member upper right breast; and;
- l. Must be machine wash friendly without damage, shrinking or warping of embroidery or cresting (for a minimum of 50 washes).

Sample Photos (for illustration only)



4.6 Tactical Social Pants (8405-21-AAR-0294):

- a. Ripstop fabric with 4-way mechanical stretch;
- b. Front pockets sized for every day carry items;
- c. Cargo pockets;
- d. Gusseted construction;
- e. Bar-tacking at major seams and stress points;
- f. Wrinkle and stain resistant;
- g. Should have male and female versions;
- h. Self-adjusting tunnel waistband;
- i. Wide belt loops;
- j. Relaxed seat;
- k. Relaxed thigh;
- l. Black in colour; and
- m. Machine wash friendly.

Sample Photos (for illustration only)



4.7 Social Belt (84404-20-A0D-4794):

- a. 8-9 oz cowhide leather, or alternative;
- b. Should have male and female versions;
- c. 1 ½ inch to 2 inch wide;
- d. Black in colour; and
- e. Silver finish buckle.

Sample Photos (for illustration only)



4.8 Social Shoe Comfort Style (8430-21-AAQ-7724):

- a. Trail runner / shoe style;
- b. EVA shaped footbed / molded EVA;
- c. Wet traction grip sole;
- d. Flex engineered membrane with Gore-Tex;
- e. Should have male and female versions;
- f. Black in colour.

Sample Photos (for illustration only)



4.9 Compression Long Sleeve Shirt (8415-20-A0F-4111):

- a. Ultra-tight, second skin fit;
- b. Stretch-mesh underarm panels for ventilation;
- c. 4-way stretch construction for easy movement in all directions;
- d. Sweat wicking and quick dry material;
- e. Anti-microbial and anti-odor;
- f. Crewneck;
- g. Black in colour;
- h. Polyester/elastane blend.

Sample Photos (for illustration only)



4.10 Fleece Top (8415-20-A0F-4122):

- a. 1/4 zip fleece shirt;
- b. 100 % spun polyester, Anti-pill micro-fiber;
- c. Flat-seam construction;
- d. Half zip front, draw cord waist hem;
- e. Mid height collar, no hood;
- f. Fold-over chin-guard with zipper garage;
- g. Black in colour;
- h. SkyHawks Crest embroidered upper left breast with "SkyHawks" wording embroidered in white underneath (4" x 2 1/4") (min thread count: 10,000);
- i. Red Maple Leaf embodied rear top centre (1" x 1") (min thread count: 5,000); and
- j. The wording "SkyHawks" in white embroidery below the Maple Leaf (3" x 1") (min thread count: 5,000).

Sample Photos (for illustration only)



SkyHawks crest – Left Breast

4.11 Training Pants (8415-20-A0E-5204):

- a. Black in colour;
- b. Jogger style pants;
- c. Sweat-wicking;
- d. Four way stretch;
- e. Draw cord and flexible waistband;
- f. Relaxed, roomy fit. Sits at hip, roomier fit through butt and quads, narrow from knee to

- ankle;
- g. Flexible cuffed ankles;
- h. Gusseted crotch;
- i. Front pockets;
- j. Secure zip rear pocket(s);
- k. Machine wash friendly;
- l. Should have male and female versions; and
- m. Should be of similar style and cut as the Training Shorts.

Sample Photos (for illustration only)



4.12 Training Shorts (8415-20-A0E-5205):

- a. Black in colour;
- b. Gusseted, lightweight, linerless training shorts, sweat wicking and breathable;
- c. Four-way stretch waistband and sweat-wicking;
- d. Quick drying;
- e. Relaxed, roomy fit in the butt and quads;
- f. Front slant pockets;
- g. Securable rear pocket(s);
- h. Inseam cut mid-knee;
- i. Should have male and female versions; and
- j. Should be of similar style and cut as the Training Pants.

Sample Photos (for illustration only)



4.13 Ball Cap (8415-20-005-1238):

- a. Black in colour;
- b. UV resistant to prevent fading;
- c. Custom embroidery, SkyHawks logo on front (centre) (4" x 2 1/4") (min thread count: 10,000);;
- d. Custom embroidery, white "SkyHawks" on back (3" x 1 1/2") (min thread count: 5,000).
- e. Custom embroidery, Red Maple Leaf on lower right side (1" x 1") (min thread count: 5,000);
- f. Wicking sweatband; and
- g. Pro/Flex fit.

Sample Photos (for illustration only)



4.14 Sunglasses (8465-20-A0L-8416):

- a. 100% UV protection;
- b. Polycarbonate, impact-resistant lenses;
- c. Black/grey, anti-reflective, distortion free lenses;
- d. Anti-scratch coating;
- e. Billet aircraft aluminum frames;
- f. Adjustable custom fit;
- g. Dual sided – 5 barrel hinges;
- h. Classic 4 – rivet system;
- i. Cerakote frame coating for added durability, anti-corrosion and hardness;
- j. Black in colour; and

- k. Male and female versions should be available.

Sample Photos (for illustration only)



4.15 Boots –8-9" (8430-21-AAD-3101):

- a. Black in colour;
- b. Should have male and female versions;
- c. Full grain leather/ 1680 or similar ballistic nylon upper;
- d. Moisture wicking lining;
- e. Antimicrobial treatment;
- f. Compression molded insole;
- g. Non-metallic hardware
- h. Cushioned sole;
- i. Must not utilize lace hooks; and
- j. Contoured sock liner.

Sample Photos (for illustration only)



4.16 Toque (No Stock Number assigned yet):

- a. Skull cap, slim fit;
- b. Unisex;
- c. 100% merino wool; and
- d. Black in colour.

Sample Photos (for illustration only)



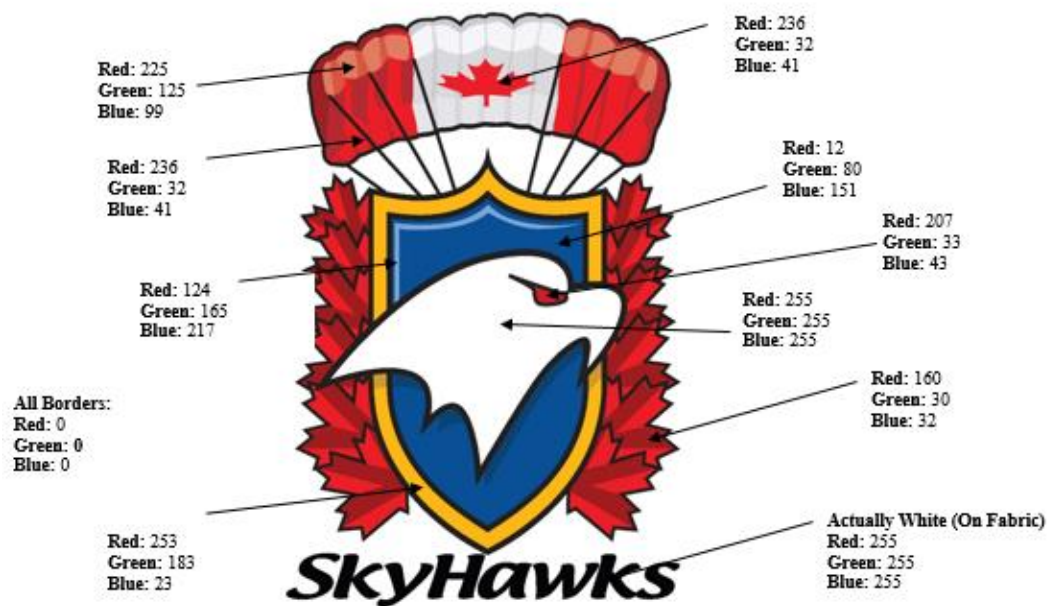
4.17 Neck Gator (No Stock Number assigned yet):

- a. Headsock design;
- b. Polyester material;
- c. Unisex;
- d. Black in colour.

Sample Photos (for illustration only)



Appendix 1 to Annex A: SkyHawks Logo & Colour Scheme





ANNEX B: BASIS OF PAYMENT

All information in italics will be removed from any resultant contract.

Year 1

Item #	Item Description	Estimated Usage (A)	Firm Unit Price (B)	Extended Price (C = A x B)
1	Thermal Jacket Soft Shell	27	\$ _____	\$ _____
2	Fleece Top	21	\$ _____	\$ _____
3	Social Shoe Comfort Style	27	\$ _____	\$ _____
4	Social Belt	27	\$ _____	\$ _____
5	Short Sleeve Golf Shirt	46	\$ _____	\$ _____
6	S/S T-Shirt, Micro Fiber	127	\$ _____	\$ _____
7	L/S T-Shirt Micro Long Sleeve	52	\$ _____	\$ _____
8	Compression L/S Shirt	46	\$ _____	\$ _____
9	Wind Shirt	21	\$ _____	\$ _____
10	Tactical Social Pants	27	\$ _____	\$ _____
11	Boot (High Cut)	34	\$ _____	\$ _____
12	Ball Cap	52	\$ _____	\$ _____
13	Pants, Training	52	\$ _____	\$ _____
14	Shorts, Training	52	\$ _____	\$ _____
15	Sunglasses	27	\$ _____	\$ _____
16	Toque	27	\$ _____	\$ _____
17	Neck Gaitor	21	\$ _____	\$ _____
<i>Year 1 Evaluated Price (total of Column C)</i>				\$ _____

Option 1: Year 2

Item #	Item Description	Estimated Usage (A)	Firm Unit Price (B)	Extended Price (C = A x B)
1	Thermal Jacket Soft Shell	27	\$ _____	\$ _____
2	Fleece Top	21	\$ _____	\$ _____
3	Social Shoe Comfort Style	27	\$ _____	\$ _____
4	Social Belt	27	\$ _____	\$ _____
5	Short Sleeve Golf Shirt	46	\$ _____	\$ _____
6	S/S T-Shirt, Micro Fiber	127	\$ _____	\$ _____
7	L/S T-Shirt Micro Long Sleeve	52	\$ _____	\$ _____
8	Compression L/S Shirt	46	\$ _____	\$ _____
9	Wind Shirt	21	\$ _____	\$ _____
10	Tactical Social Pants	27	\$ _____	\$ _____
11	Boot (High Cut)	34	\$ _____	\$ _____
12	Ball Cap	52	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
W2037-200044/A
Client Ref. No. - N° de réf. du client
W2037-200044

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42058

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

13	Pants, Training	52	\$	\$
14	Shorts, Training	52	\$	\$
15	Sunglasses	27	\$	\$
16	Toque	27	\$	\$
17	Neck Gaitor	21	\$	\$
<i>Year 2 Evaluated Price (total of Column C)</i>				\$

Option 2: Year 3

Item #	Item Description	<i>Estimated Usage (A)</i>	<i>Firm Unit Price (B)</i>	<i>Extended Price (C = A x B)</i>
1	Thermal Jacket Soft Shell	27	\$	\$
2	Fleece Top	21	\$	\$
3	Social Shoe Comfort Style	27	\$	\$
4	Social Belt	27	\$	\$
5	Short Sleeve Golf Shirt	46	\$	\$
6	S/S T-Shirt, Micro Fiber	127	\$	\$
7	L/S T-Shirt Micro Long Sleeve	52	\$	\$
8	Compression L/S Shirt	46	\$	\$
9	Wind Shirt	21	\$	\$
10	Tactical Social Pants	27	\$	\$
11	Boot (High Cut)	34	\$	\$
12	Ball Cap	52	\$	\$
13	Pants, Training	52	\$	\$
14	Shorts, Training	52	\$	\$
15	Sunglasses	27	\$	\$
16	Toque	27	\$	\$
17	Neck Gaitor	21	\$	\$
<i>Year 3 Evaluated Price (total of Column C)</i>				\$

Option 3: Year 4

Item #	Item Description	<i>Estimated Usage (A)</i>	<i>Firm Unit Price (B)</i>	<i>Extended Price (C = A x B)</i>
1	Thermal Jacket Soft Shell	27	\$	\$
2	Fleece Top	21	\$	\$
3	Social Shoe Comfort Style	27	\$	\$
4	Social Belt	27	\$	\$
5	Short Sleeve Golf Shirt	46	\$	\$
6	S/S T-Shirt, Micro Fiber	127	\$	\$
7	L/S T-Shirt Micro Long Sleeve	52	\$	\$
8	Compression L/S Shirt	46	\$	\$

Solicitation No. - N° de l'invitation
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W2037-200044

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File No. - N° du dossier
TOR-9-42058

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

9	Wind Shirt	21	\$	\$
10	Tactical Social Pants	27	\$	\$
11	Boot (High Cut)	34	\$	\$
12	Ball Cap	52	\$	\$
13	Pants, Training	52	\$	\$
14	Shorts, Training	52	\$	\$
15	Sunglasses	27	\$	\$
16	Toque	27	\$	\$
17	Neck Gaitor	21	\$	\$
<i>Year 4 Evaluated Price (total of Column C)</i>				\$

Option 4: Year 5

Item #	Item Description	<i>Estimated Usage (A)</i>	<i>Firm Unit Price (B)</i>	<i>Extended Price (C = A x B)</i>
1	Thermal Jacket Soft Shell	27	\$	\$
2	Fleece Top	21	\$	\$
3	Social Shoe Comfort Style	27	\$	\$
4	Social Belt	27	\$	\$
5	Short Sleeve Golf Shirt	46	\$	\$
6	S/S T-Shirt, Micro Fiber	127	\$	\$
7	L/S T-Shirt Micro Long Sleeve	52	\$	\$
8	Compression L/S Shirt	46	\$	\$
9	Wind Shirt	21	\$	\$
10	Tactical Social Pants	27	\$	\$
11	Boot (High Cut)	34	\$	\$
12	Ball Cap	52	\$	\$
13	Pants, Training	52	\$	\$
14	Shorts, Training	52	\$	\$
15	Sunglasses	27	\$	\$
16	Toque	27	\$	\$
17	Neck Gaitor	21	\$	\$
<i>Year 5 Evaluated Price (total of Column C)</i>				\$

Total Evaluated Price = Year 1 + Year 2 + Year 3 + Year 4 + Year 5

Solicitation No. - N° de l'invitation
W2037-200044/A
Client Ref. No. - N° de réf. du client
W2037-200044

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42058

Buyer ID - Id de l'acheteur
TOR014
CCC No./N° CCC - FMS No./N° VME

ANNEX C: to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror 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);

ANNEX D: 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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 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.