

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

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

"For the purpose of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield."

Title - Sujet Ghost Run Adventure Trng, Ralston	
Solicitation No. - N° de l'invitation W0142-13C048/A	Date 2013-04-15
Client Reference No. - N° de référence du client W0142-13C048	
GETS Reference No. - N° de référence de SEAG PW-\$CAL-104-6075	
File No. - N° de dossier CAL-2-35133 (104)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-01	
Time Zone Fuseau horaire Mountain Daylight Saving Time MDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Twomey, Margaret L.	Buyer Id - Id de l'acheteur cal104
Telephone No. - N° de téléphone (403) 292-4450 ()	FAX No. - N° de FAX (403) 292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BASE COMMANDER CFB SUFFIELD ATTN CMTT, BLDG 322 RALSTON Alberta T0J2N0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award and Certifications Required with the Bid

PART 6 - OTHER REQUIREMENTS

1. Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
9. Priority of Documents
10. Defence Contract
11. Foreign Nationals (Canadian Contractor)
Foreign Nationals (Foreign Contractor)
12. Insurance Requirements

Solicitation No. - N° de l'invitation

W0142-13C048/A

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-2-35133

Buyer ID - Id de l'acheteur

ca1104

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

W0142-13C048

CCC No./N° CCC - FMS No/ N° VME

List of Annexes:

Annex "A" Statement of Work
Annex "B" Basis of Payment
Annex "C" Mandatory Technical Criteria
Annex "D" Insurance Requirements

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Mandatory Technical Criteria, the Insurance Requirements, and any other annexes.

2. Summary

For the provision of all materials, equipment, labour, supervision and expertise necessary for the British Army Training Unit Suffield (BATUS) to conduct canoeing and kayaking exercises as part of the summer Adventure Training (AT) programmes (Exercise GHOST RUN) within Western Canada.

Period of Contract: The contract will be for a firm two year period from June 1, 2013 to 30 April, 2015, with a further one year option from May 1, 2015 to 30 April, 2016

The summer season for 2013 runs from 1 June through until 31 October.

The summer season for 2014 and 2015 (option year) runs from May 1 through until 31 October.

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

Pursuant to section 01 of Standard Instructions 2003, **Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder.** Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and relate documentation.

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU").

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least *seven (7) days before the bid closing date*. *Canada will have the right to accept or reject any or all suggestions.*

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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.

The Bidder must provide the following documents with its bid:

1. Permits

The Bidder must provide copies of permits for canoeing on ALL of the following rivers and bodies of water:

Ghost Reservoir Recreation Area Launch
Barrier Lakes
Bow river
Lower Kananaskis River
Forbay Reservoir
Kootenay River
North Saskatchewan River

Copies of the permits can be for this forthcoming season or from the previous year.

2. The Bidder must submit 2 proposed water expeditions, each for a three-day period, on grade 2 rivers, in accordance with the Statement of Work. Bidders must include permits for the bodies of water being proposed, including shorelines, if applicable.

3. The Bidder must submit the name and qualifications of the Activity Coordinator.

4. The Bidder must submit the name and qualifications of a Lead Instructor.

5. The Bidder must submit the names and qualifications of three additional Instructors.

As provision of evidence, a copy of the certifications, work resume, and government issued identification must accompany your bid. Certification from the previous year is acceptable.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

1.2 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "technical", and "financial" evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

Mandatory evaluation criteria are included in Annex "C".

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

All amounts below are estimates for evaluation purposes only and will not form part of the Contract.

The total bid price shall be established by using the rates quoted in Annex B - Basis of Payment as follows:

Year 1 Multiplying the rate quoted for Item 1a by 120
 Plus, multiplying the rate quoted for Item 1b by 120
 Plus 1c
 Equals, subtotal for the year

Year 2 Multiplying the rate quoted for Item 1a by 150
 Plus, multiplying the rate quoted for Item 1b by 150
 Plus 1c
 Equals, subtotal for the year

Option Year 1 Multiplying the rate quoted for Item 1a by 150
 Plus, multiplying the rate quoted for Item 1b by 150
 Plus 1c
 Equals, subtotal for the year

The subtotals for all three years will then be added together to form the total estimated price.

1.2.1 SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection - Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1 By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003 for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification - \$200,00 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. *Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by*

HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS 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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

-
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 **Ois** \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.3 Site Visit

British Army Training Unit Suffield (BATUS) with Public Works and Government Services Canada (PWGSC) assistance will conduct a site visit of the recommended Bidder's facilities to ensure that the potential contractor can meet all the standards and requirements identified under the Mandatory requirements.

3. Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

3.1.1. SACC Manual clause A3050T (2010-01-11) Canadian Content Definition.

3.2 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

3.3 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - OTHER REQUIREMENTS

6.1 Insurance Requirements - included at Annex D

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU").

1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.1.1 Task Authorization Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The **Project Authority** will provide the Contractor with a description of the task using the "*DND 626, Task Authorization Form*".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the **Project Authority**, within *Ofive (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.*
4. The Contractor must not commence work until a TA authorized by the **Project Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.2 Task Authorization Limit

The **Project Authority** may authorize individual task authorizations up to a limit of **\$100,000.00**, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in **excess of that limit** must be authorized by the **Contracting Authority** before issuance.

1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **50%** of the Annual Training Year budget.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default .

1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a **quarterly basis** to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fourteen (14) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (*contracting authority to edit the text as applicable*):

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- iv. the total amount, GST or HST extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

HST/GST

- i. the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, GST or HST extra, expended to date against all authorized TAs.

1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by TBD (*insert: the applicable Department of National Defence designation*). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority .

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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

Solicitation No. - N° de l'invitation

W0142-13C048/A

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-2-35133

Buyer ID - Id de l'acheteur

ca1104

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

W0142-13C048

CCC No./N° CCC - FMS No/ N° VME

2035 (2013-03-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The period of the contract is from May 1, 2013 to April 30, 2015

The work is to be performed during the period of June 1 2013 until October 31, 2013 (Year 1) and during the period of May 1, 2014 until October 31, 2014 (Year 2).

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period , from May 1, 2015 to 30 April, 2016 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Margaret Twomey
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 1650, 635 - 8 Ave. SW Calgary, AB T2P 3M3

Telephone: 403-292-4450
Facsimile: 403-292-5786
E-mail address: margaret.twomey@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.

4.2 Project Authority

The Project Authority for the Contract is: **to be identified at contract award**

Name: _____
Title: _____

Solicitation No. - N° de l'invitation

W0142-13C048/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ca1104

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

W0142-13C048

File No. - N° du dossier

CAL-2-35133

CCC No./N° CCC - FMS No/ N° VME

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

4.3 Technical Authority

Officer Commanding (OC)
Trails End Camp (TEC)
British Army Training Unit Suffield
BFPO 14

4.4 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

5. Payment

5.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

5.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ TBD . Customs duties are included as applicable and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Method of Payment

SACC *Manual* clause H1008C (2008-05-12) Monthly Payment

5.4 SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C0711C (2008-05-12) Time Verification

6. 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.

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

7. Certifications

7.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.2 SACC Manual Clauses

A3060C Canadian Content Certification (2008-05-12)

8. Applicable Laws

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

9. 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 2035 Higher Complexity - Services (2012-11-19);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory Requirements
- (f) Annex D, Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____.

10. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

11. Foreign Nationals

11.1 SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

11.2 SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

12. Insurance Requirements

Solicitation No. - N° de l'invitation

W0142-13C048/A

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-2-35133

Buyer ID - Id de l'acheteur

ca1104

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

W0142-13C048

CCC No./N° CCC - FMS No/ N° VME

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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation

W0142-13C048/A

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

W0142-13C048

Amd. No. - N° de la modif.

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ca1104

CCC No./N° CCC - FMS No/ N° VME

ANNEX A

STATEMENT OF WORK

FOR

GHOST RUN ADVENTURE TRAINING

W0142-13C048

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU").

1.0 SCOPE

1.1 Philosophy

The British Army conducts training using outdoor activities/challenging pursuits as a medium for enhancing a soldier's ability to withstand the shocks and strains of an operational environment. In accordance with this philosophy the contractor is to ensure that training delivered, which is specifically designed for British Military personnel, enhances the qualities of physical and mental robustness, courage, initiative, morale, powers of endurance, interdependence and self-reliance.

The contractor must provide evidence that all of his instructors are suitably trained and have the skills to develop both the personal and interpersonal skills already highlighted in order to develop the British Military's 'Aim of Adventurous Training' (AT) which is:

'The aim of Service Adventurous Training is to develop, through authorised challenging pursuits and within an outdoor environment, leadership and the necessary qualities to enhance the performance of Service Personnel in times of peace and war'

Value Based Leadership (VBL) is to be introduced and re-enforced throughout the canoeing courses. TEC will provide the pre-season training but contractors are to ensure all instructors are competent and capable to delivering VBL through canoeing activities. Only instructors who have completed the 2-day pre-season VBL training are authorised to deliver training.

1.2 Background

Exercise GHOST RUN is a 5-day open Canadian canoeing or kayaking Exercise, designed to be used by the British Military, both men and women, who are deployed on permanent or temporary duty in Canada. Training is to be conducted from a suitable location, which encompasses the Kananaskis Provincial Park and surrounding area as this best facilitates the level of activities that will be carried out in the early stages of learning and facilitates commuting distances from the support centre. In addition the selection of rivers to facilitate moving water techniques will be the responsibility of the contractor in consultation with the Chief Instructor (CI) at Trails End Camp (TEC), (the British Army Training Unit Suffield's (BATUS) Adventurous Training Centre). Consideration must be given regarding travel distances to the start and finish points of the Expedition, which is not to exceed 3.5 hours by road in poor weather conditions. All services

and training shall be conducted and delivered in accordance with this Statement of Works (SOW), current best practice, under the direction of the Officer Commanding (OC) TEC and comply with current policies of the Department of National Defence (DND) and BATUS.

This SOW sets out the requirements of all materials, equipment, labour, supervision and expertise necessary for the British Military to conduct Exercise GHOST RUN within Western Canada.

1.3. Aim or objective

The aim of this contract is to provision a high quality canoeing or kayaking exercise as part of the summer AT programme for British Army personnel exercising within southern Alberta.

1.4 Scope of work

1.4.1 Period

The term of this contract will be three (3) years. Two (2) firm years from 1 June 2013 to 30 April 2015, with a further one (1) year option from 1 May 2015 to 30 April 2016.

1.4.2 Dates

The summer season for 2013 runs from 1 June through until 31 October.

The summer season for 2014 and 2015 (option yr) runs from 1 May through until 31 October.

1.4.3 Location

In order to reduce travelling time to the various areas required to conduct the activities, the contractor must have the ability to provide the services required at each of the following activity locations:

- a. Kananaskis Provincial Park and surrounding areas:
 - (1) Barrier Lake.
 - (2) Lower Kananaskis River.
 - (3) Bow River (Canmore).
 - (4) Ghost Reservoir.
 - (5) Forbay Reservoir.

- b. The following rivers are to be used in order to meet the training requirements and are not to exceed the 3.5 hours travelling by road in poor conditions from TEC (located 30-minutes West of the town of Cochrane in Alberta):

- (1) Kootenay River - from McLeod Meadows to White River Bridge.
- (2) North Saskatchewan River - From Nordegg to Rocky Mountain House.

2.0 REPORTS AND DELIVERABLES

2.1 Course content

Open canoeing or kayaking is designed to develop British soldiers' personal and inter-personal skills through a recognised AT activity in a remote self-reliant environment through an experiential learning approach. Exercise GHOST RUN is a five (5) day progressive training package designed to provide an experience in water based activities in support of the 'Aims of AT' through teaching the skills necessary to conduct open Canadian canoeing or closed cockpit kayaking. To achieve this training there are a number of clearly defined objectives that the contractor must incorporate into the Foundation packages:

2.2 Throughput.

Year	Packages	Total instructor days	Estimated Maximum students	Estimated 3 year student total
2013	24	120	192	672
2014	30	150	240	
2015	30	150	240	

2.3 Site visit.

As part of the final selection process and before the contract can be awarded, a site visit must be conducted to satisfy the British Military that potential contractors can meet all the standards required of this contract and that there will be no interruption in the delivery of training which is to commence on 1 June 2013.

2.4 Selection Criteria

Whilst value for money is important, this contract will be awarded to the contractor who can deliver all technical elements of Exercise GHOST RUN to the mandatory criteria specified within this SOW.

2.5 Technical Standards.

This SOW is designed to cater for Military personnel only; the contractor must comply at all times with Ministry of Defence (MoD) and appropriate Federal/Provincial and Municipal regulations in order to operate within current regulations/standards. The MoD must ensure it

maintains a safe training environment, which (on occasion) due to changes in regulatory standards and Provincial code could result in a change of requirement at the point of delivery. If this occurs the contractor will be mandated to comply with the highest standard required. Any additional standards or amended regulations/codes required by the MoD identified after this contract is let, will be funded by the MoD and not the contractor.

Details of technical standards required of instructors and their instructional techniques in support of the activities have been taken from the Technical and Professional Guidelines of the British Canoe Union (BCU), Joint Service Adventurous Training Scheme (JSAT), Paddle Canada, and Whitewater Canada. The contractor is also expected to conduct the training in an exemplary and professional manner in order to achieve the 'Aims of AT' as laid down in the Joint Service Publication 419 dated Apr 11 (a copy of which can be provided on request).

2.6 Definition of a full day.

A full day is defined as a minimum of six (6) hours training less rest and lunch breaks. On particular cold days a reduction in the six (6) hours is acceptable and will be dependent on the severity of the weather conditions, subject to approval by the instructor.

2.7 Safety.

All British Military personnel attending any of the AT activities administered from TEC are fully briefed regarding the dangerous nature of the pursuits they are participating in. The contractor is solely 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 the generic TEC Risk Assessments (RA), current best practices and the Contractor's Emergency Procedures Plan/RA processes.

In order to meet industry standards, instructors must have a minimum of eighty (80) hours training in wilderness first aid in order to render first aid in the event of an accident. The contractor will be responsible for ensuring that all injured personnel reach medical treatment as soon as practicably possible. In the event of an injury, the instructor responsible for the soldier is to complete a statement of the incident, which is to be forwarded to the OC TEC within 24 hours. This injury statement is to be endorsed by the contractor to confirm that the training was in compliance with this SOW and current best practices.

The contractor is responsible for:

- a. Ensuring that each instructor is in possession of a sat/cell phone and can communicate with each other and base location at all times. It is the contractor's responsibility to provide the SAT/cell Phones.
- b. The co-ordination of movement and safety throughout the day.

-
- c. Checking weather and local conditions before training begins. Forecasts must cover the length of the training period and all areas used.
 - d. Ensuring that students are fully aware of how to correctly fit, wear and use equipment issued.
 - e. Ensuring suitable management of groups and individuals at all times during training especially during the evenings on the Expedition phase.
 - f. Ensuring briefings on hazards are given to all.
 - g. Ensuring that first aid equipment is carried by the instructor.
 - h. Ensuring that each student is issued with serviceable and appropriate equipment for the activity.
 - i. Ensure all students have completed the Military Swimming Test and are to pass the JSATST on site.
 - j. Compliance with the current generic Risk Assessment (RA) as provided by TEC. Instructors are responsible for carrying out daily on-site RAs.

The contractor is required to inform staff at TEC when an accident has occurred. This should happen as soon as practicable. The contractor is responsible for all aspects of the casualty evacuation procedure until a member of the TEC staff formally takes over.

- a. **Non Serious Injury:** This is an injury which does not require hospitalisation or an emergency evacuation from the training area.
- b. **Serious Injury:** An injury is categorised as serious when the instructor with the aid of the group has to move an injured soldier to safety. In this situation, the instructor will be required to use all resources available to carry out the evacuation of the injured soldier from the area nearest to the evacuation point. Once this has been carried out the contractor is to notify the OC/CI TEC immediately regarding the location of the injured soldier.
- c. **Very Serious Injury:** This is an injury which requires emergency evacuation from the area straight to a hospital by the rescue services. In this situation, the contractor is to inform the OC/CI TEC as soon as possible of the incident and where the injured soldier has been taken (i.e. Hospital/Doctor's Surgery).

-
- d. **Death:** In the unlikely event of the death of a student, the contractor is to notify the OC/CI TEC immediately whereby further direction will be given.

The instructor and contractor are responsible for an injured soldier until cleared by either the OC/CI TEC or the Rescue Services, depending on the severity of the injury.

Near Miss. In the event of a near miss (potential accident), the contractor is to inform OC/CI TEC on completion of training. This critical information will be used to reduce repeat accidents occurring.

INSTRUCTORS

2.8.1 Qualifications.

With each group of 8 students there is to be a minimum of one class 2 moving water instructor as the leader and one class 1 moving water instructor as the assistant. In addition both instructors must hold the swift water rescue qualification and have eighty (80) hours of wilderness first aid training.

The class 2 instructor must have led a minimum of 5 trips on class 2 water and be familiar on the rivers to be used in support of the programme.

2.8.2 Instructor Currency.

The contractor must be able to show recorded evidence of currency of training for instructors within the last two (2) years. Evidence could be National certification, an official (date and signed) programme of familiarisation and continuation training or a signed and date-stamped log book to that effect. They must also be mature enough to manage male/female soldiers of varying age.

2.8.3 Ratios

The maximum number of instructor to student ratios is not to exceed two to eight (2:8) for canoeing or kayaking. Any changes to these ratios are to be agreed between the contractor and the OC TEC. In order to demonstrate an ability to operate large numbers of students the contractor is to be able to manage the following maximum group sizes at any one time for these activities:

- a. Canoeing - Eight (8) students.
- b. Kayaking - Eight (8) students.

The contractor is to submit to the OC TEC a list of all potential and regular instructors with a copy of their individual qualifications and experience prior to the start date of each season. The additional details required for each instructor are:

- a. Name.
- b. Date of birth.
- c. Proof of qualifications and experience as listed at para 2.8.1.

2.8.4 Annual training

The contractor is responsible for ensuring all instructors are trained sufficiently to meet the needs of all aspects of Exercise GHOST RUN. Additional specific training for instructors will be conducted by the CI TEC at the start of each season; prior to commencement of the first course and will last one (1) day. The aim of this training is to assure commonality amongst instructors on the standard of training being delivered and protocols observed. This training will focus on the 'Role of the Instructor' and the 'Aims of AT' and will be conducted at a mutually agreed location between the OC TEC and the contractor.

2.9 Permits

The contractor must hold the appropriate permits to operate in the National, Provincial, Municipal Parks and Backcountry which is to include use of lakes, reservoirs, rivers and campsites. In addition all Emergency Procedure and Risk Management Plans must conform to Park and MoD guidelines.

2.10 Command and Control

All communications and correspondence associated with the routine running of Exercise GHOST RUN (including any technical aspects) must be staffed through the OC TEC in the first instance. Whilst all issues related to the administration of the contract are to be staffed through a PWGSC representative. Any changes/amendments to the contract will be controlled by Canadian Forces Base (CFB) Suffield, G4 Procurement Office.

All students regardless of rank come under the complete control of the contractor from the start of training until its completion. Any unruly or unsatisfactory behaviour by students should be brought to the attention of the nominated military person in charge of the group and the OC/CI TEC.

2.11 Formal Lectures

The CI will conduct the 'Aims of AT" lecture to all students; however, the contractor is responsible for the delivery of all other lectures and Teaching Practices (TP) associated with the theoretical aspects of the activities.

2.12 Substance misuse

Substance misuse refers to any alcohol or drugs which are not to be consumed by students or instructors during training under any circumstances. The only exception is prescribed drugs that have been approved by the BATUS Medical Officer. Students who are unable to conduct training safely, due to substance misuse, are to be removed from the activity immediately and not to be allowed to participate in any further training: The OC TEC should be informed immediately.

2.13 Equipment

TEC will provide all students with appropriate, serviceable summer clothing and camping equipment for its students. Specific technical equipment for the activities will also be provided by TEC which will include neoprene wetsuits, boots and gloves, windproof cagoules/trousers, helmets, personal flotation devices (PFDs), kayak spray decks, throw lines, canoes, kayaks and paddles.

All instructor equipment is to be provided by the contractor, however jointly used equipment such as canoes, kayaks etc provided by TEC may be used by the instructors.

Prior to the commencement of each training day, the instructors will be responsible for checking the serviceability of all equipment used by students and supervise the correct management of the clothing/equipment issued by TEC. The contractor is to supply and fit all **appropriate serviceable** technical equipment, which is to be in accordance with current industry standards (where applicable) and ensure that each instructor understands and is qualified to manage the equipment being used and adjust all safety equipment as necessary. Regular Personal Protective Equipment (PPE) checks are to be carried out and documented.

2.14 Equipment maintenance and repair

All equipment used must be maintained and checked for serviceability at regular intervals as per manufacture guidelines. Records of these checks are to be available for inspection by a representative of the British Army.

3.0 COURSE ADMINISTRATION

3.1 Student Debrief

Each student is to be given a verbal debrief by his/her instructor on their performance during and at the end of each days' training. The debrief is to focus not only on strengths but areas for development in line with the 'Aims of AT'.

3.2 Course Validation

On completion of training, the CI TEC will validate training through verbal discussion. All feedback will be evaluated by the OC/CI TEC who will subsequently inform the contractor where remedial action is to be implemented, prior to the commencement of the next course.

3.3 TEC training programme

TEC are responsible for providing the contractor with a summer programme of planned courses no later than thirty (30) days before the start of the first course. Thereafter, amendments are to arrive no later than ten (10) working days (Monday-Friday).

3.4 Transport

TEC will provide all transport for BATUS students including canoe/kayak trailers. The contractor is responsible for all instructor transportation however, where appropriate instructors may use the same vehicles as the students that have been provided by TEC however, the Contractor is to assume all risk for their employees.

3.5 Environmental policy

TEC is proud of its very strict environmental policy which complies with MoD and Parks guidelines to conduct training within the Backcountry. The contractor and all instructors must be aware and be supportive of these guidelines; in particular instructors must strictly enforce compliance by all students.

3.6 Feeding

TEC will provide food required for all BATUS students on Exercise GHOST RUN; instructor feeding is to be provided by the contractor.

3.7 Activity criteria

The contractor must achieve the following criteria for either the canoeing or kayaking activities:

- a. **Deliverables.**

-
- (1) **Day one (1).** Introduction to flat and moving water skills in line with the JSAT Scheme, the O2F Open Canoe Foundation or K2F Inland Kayak Foundation syllabuses using local water facilities as suggested in para 1.4.3. Formal Training Statements (FTS) detailing exact content to be covered will be provided by TEC.
 - (2) **Day two (2).** Continuation of moving water techniques in line with the FTSs provided by TEC on local rivers as suggested in para 1.4.3.
 - (3) **Day three (3) - five (5).** Expeditionary phase which lasts three (3) days beginning on the morning of day 3 with the drive to the start point and ends on the afternoon of day five (5) with the return drive to TEC. The Expedition is to be continual with campsites selected along the route for 2 nights. The selection of the river(s) to be used and campsites will be the responsibility of the contractor, although, the selection must meet the requirements stated in the river selection at para 1.4.3. Each day must cover a minimum of 20-25 km and encompass both moving water and flat-water techniques following the FTSs provided by TEC. The Expedition phase is totally self-sufficient with independent driver, vehicle and trailer support for drop-off and pick-up.
 - (4) Deliver a full working day:
 - (a) For the definition of a 'Full Working Day' refer to para 2.6.
 - (b) Where foul weather inhibits instructional 'best practice', a foul weather programme is to be introduced and the 'Full Working Day' may be reduced at the discretion of the instructor.
 - (5) **Constraints:**
 - (a) The maximum number of instructors to students is two to eight (2:8).
 - (b) The contractor is to ensure that all instructors have the following qualifications to lead and instruct on this activity:
 - i. Class 2 moving water Instructor/Leader assisted by Class 1 Moving Water Instructor/Leader.
 - ii. Swift-water rescue.
 - iii. Eighty (80) hrs wilderness first aid training.

3.8 Accommodation

The accommodation for the first two (2) days will be at TEC. Each of these days the students will return by 1800 hours; instructors will not be accommodated at TEC. For the Expedition phase TEC will provide sufficient camping equipment for the students only for days three (3) - five (5), which will comprise of tents, sleeping systems, cooking facilities and additional items in support of living out under canvas.

The contractor is responsible for locating suitable wilderness campsites however, where this is not feasible recognised public campsites may be used but only in extreme circumstances. Such campsites must be located adjacent to the river to reduce travelling. Accommodation charges (actual) are to be included in the overall invoice but identified as a separate charge to reflect students only upon the completion of training.

3.9 River selection

There will be a wide choice of river trips for this Exercise. The aim is for the water to be challenging throughout, but not to exceed Class 3 without prior approval from the CI TEC. The contractor will be responsible for selection based upon the abilities of the group and the current nature of the water. All instructors must have a thorough knowledge of the rivers in addition to carrying maps and guidebooks.

It is possible at the beginning and end of the training season that high-level water freezing on the mountains may reduce river levels, making it difficult to conduct a continuous 3-day Expedition. If this occurs then with prior approval from the CI TEC the contractor may change to a shorter Expedition and/or day trips, which still meets the challenges outlined throughout this SOW.

ANNEX B**BASIS OF PAYMENT
FOR
EXERCISE GHOST RUN**

Prices shown herein are to be exclusive of GST/HST
GST/HST, if applicable, is to be shown as a separate item on the invoice.

Prices are to be firm, all inclusive daily rates.

A "day" is defined as a minimum of six (6) hours training less rest and lunch breaks.

YEAR ONE:

1. Total services to be provided during 1 June 2013 - 30 April 2014.

- a. **Ex Ghost Run** - A five day progressive training package consisting of 2 days on flat and moving water followed by a continuous 3-day river Expedition incorporating wild camping, totalling 24 x 5 day packages during a season.

(1) Canoeing or Kayaking:

(a) Lead Instructor per day \$.....x 120 days = \$.....

(b) Assistant Instructor per day \$.....x 120 days = \$.....

(c) Firm price of \$_____ for each day cancelled and not rescheduled due to cancellations/scheduling changes initiated by British Army with less than 10 calendar days of notice.

(2) Total Estimated Year One cost - (1) (a) + (b) + (c) = \$.....

NOTE: Accommodation charges (actual) are to be included in the overall invoice but identified as a separate charge to reflect students only upon the completion of training. (Ref 3.8 in the SOW)

YEAR TWO

2. Total services to be provided during 1 May 2014 - 30 April 2015.

- a. **Ex Ghost Run** - A five day progressive training package consisting of 2 days on flat and moving water followed by a continuous 3-day river Expedition incorporating wild camping, totalling 30 x 5 day packages during a season.

(1) **Canoeing or Kayaking:**

- (a) Lead Instructor per day \$.....x 150 days = \$.....
- (b) Assistant Instructor per day \$.....x 150 days = \$.....
- (c) Firm price of \$_____ for each day cancelled and not rescheduled due to cancellations/scheduling changes initiated by British Army with less than 10 calendar days of notice

(2) Total Estimated Year Two cost - (1) (a) + (b) + (c) = \$.....

NOTE: Accommodation charges (actual) are to be included in the overall invoice but identified as a separate charge to reflect students only upon the completion of training. (Ref 3.8 in the SOW)

OPTION YEAR ONE

3. Total services to be provided during 1 May 2015 - 30 April 2016.

- a. **Ex Ghost Run** - A five day progressive training package consisting of 2 days on flat and moving water followed by a continuous 3-day river Expedition incorporating wild camping, totalling 30 x 5 day packages during a season.

(1) **Canoeing or Kayaking:**

- (a) Lead Instructor per day \$.....x 150 days = \$.....
- (b) Assistant Instructor per day \$.....x 150 days = \$.....
- (c) Firm price of \$_____ for each day cancelled and not rescheduled due to cancellations/scheduling changes initiated by British Army with less than 10 calendar days of notice

(2) Total Estimated Option Year One cost - (1) (a) + (b) + (c) = \$.....

Solicitation No. - N° de l'invitation

W0142-13C048/A

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-2-35133

Buyer ID - Id de l'acheteur

cal104

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

W0142-13C048

CCC No./N° CCC - FMS No/ N° VME

NOTE: Accommodation charges (actual) are to be included in the overall invoice but identified as a separate charge to reflect students only upon the completion of training. (Ref 3.8 in the SOW)

ANNEX C

MANDATORY TECHNICAL EVALUATION CRITERIA

To be considered responsive, a bid must meet all of the following **mandatory evaluation criteria**. Bids not meeting all of the mandatory requirements will be given no further consideration. Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

Ser	Criteria	Mandatory Requirement	✓	
			YES	NO
1	Operating Licence(s)	Does the contractor have the correct licences from the National, Provincial and Municipal issuing authorities to operate in the Backcountry and respective Parks		
2	Compliance	Does the contractor comply with all Federal, Provincial and Municipal Standards and Regulations associated with operating an outdoor activity business		
3	Annual Instructor Training	Can the contractor prove annual instructor training is conducted to facilitate currency		
4	Activities	Can the contractor deliver:		
		a. The activity in accordance with para 3.7		
		b. A clear understanding of the 'Aims of AT' in order to link them to the activities		
		c. Instructors are trained to meet the needs of all aspects of Exercise Ghost Run		
		d. Deliver formal lectures and Teaching Practices (TP) associated with the theoretical aspects of all activities.		
		e. Can operate a full days training - six (6) hours		
5	Contract Duration	Can the contractor deliver training from 1 June until 30 Oct annually and support a three (3)-year contract (2 firm years with 1 option year) starting on 1 June 2013		
6	Training Throughput	Can the contractor facilitate the activity throughput as highlighted at para 2.2		
7		Can the contractor provide a maximum output at any one time as directed at para 2.2		
8	Student/Instructo	Can the contractor provide student/instructor		

	r ratio	ratios as directed at para 2.8.3			
9	Location	Can the contractor meet the location criteria as per para 1.4.3.			
10	Exclusive Military Usage	Are the activities exclusive to Military usage only			
11	Instructor Qualification	Can the contractor prove that the instructors employed hold the following skills/qualifications:			
12					
13					a. Those listed at para 2.8.1
14					b. Eighty (80) hour wilderness first aid training and have an understanding of the treatment of cold injuries including hypothermia and spinal immobilisation.
15					c. Evidence of currency of training for instructors within the last two (2) years (see para 2.8.2)
16					d. Be mature, experienced (as stated at para 2.8.2) and have good communication skills
17					e. Must have empathy with the philosophy of the British Army and its ethos towards the 'Aims of AT' and be able to relate its principles to the activities
18					f. Submit a list of all potential and regular Instructors with a copy of their individual qualifications and experience prior to the start date of each season
19	Activity Co-ordinator	Can the contractor provide an activity co-ordinator who holds the qualifications as listed in para 2.8.1			
20	Equipment	Can the contractor provide the equipment as per para 2.13 and be able to cater for a maximum student loading, at any one time, as outlined at para.2.8.3.			
21		Are the instructors competent with operating all of the equipment involved with the activity.			
22	Communication	Does the contractor have reliable communication facilities (phones) when operating out in the Backcountry			
23	Safety	Has the contractor provided evidence of adequate Health and Safety policies/procedures/processes to facilitate safe training			
24	Student Debrief	Can the contractor provide student debriefs in compliance with TECs direction at para 3.1.			

ANNEX D

INSURANCE

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.