

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Public Works and Government Services / Travaux  
publics et services gouvernementaux**  
**Kingston Procurement**  
**Des Acquisitions Kingston**  
**86 Clarence Street, 2nd floor**  
**Kingston**  
**Ontario**  
**K7L 1X3**  
**Bid Fax: (613) 545-8067**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Exercise Media Cell Services	
<b>Solicitation No. - N° de l'invitation</b> W3915-13KE01/A	<b>Date</b> 2012-08-15
<b>Client Reference No. - N° de référence du client</b> W3915-13-KE01	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-655-5910	
<b>File No. - N° de dossier</b> KIN-2-38075 (655)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Semple, Patrick	<b>Buyer Id - Id de l'acheteur</b> kin655
<b>Telephone No. - N° de téléphone</b> (613) 530-3117 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Influence Activities Task Force Exercise Location c/o Canadian Man. Training Centre ASU Wainwright Denwood Alberta T0B 1B0 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 / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

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

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## PART 1 - GENERAL INFORMATION

### 1. 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 Security, Financial and 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.

### 2. Summary

(i) The Department of National Defence (DND) requires a Contractor to provide Exercise Media Cell services during exercises at CFB Wainwright, Alberta. The Contractor shall source, administer and supervise the civilian component of the Exercise Media Cell in developing video, audio, and print products. This capacity adds realism to Canadian Army training exercises. The work is fully detailed in Annex A "Statement of Work".

(ii) The client is the Centre of Excellence for Exercise Media Operations for the Canadian Army.

(iii) The period of the Contract is from Date of Contract Award to 31 March 2013 inclusive, with the irrevocable option to extend the term of the Contract by up to two additional one year periods under the same conditions

(iv) pursuant to section 01 of Standard Instructions 2003 and 2004, a Consent to a Criminal Record Verification form, must be submitted with the bid, by the bid solicitation closing date, for each individual who is currently on the Bidder's Board of Directors.

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

### 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 (2012-07-11) 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Ontario.

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. Basis for Canada's Ownership of Intellectual Property**

The Department of National Defence (DND) has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- (1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination; and
- (2) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

### **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 ( 1 hard copy)

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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

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

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

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **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**

Bidders must demonstrate their compliance with the Mandatory Technical Criteria as outlined in Annex "B"

Bids not meeting all the Mandatory Technical Criteria will be given no further consideration.

#### **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.

(a) To be responsive the Bidder must:

- 1) Provide unit pricing for all items in the Basis of Payment, including option years, in Annex "C".
- 2) Not alter the format of the Basis of Payment in Annex "C".

(b) The Bidder's unit pricing will be multiplied by the usages to calculate the extended pricing. The extended pricing for all pricing periods will be added to calculate the Bidder's total evaluated price.

### **2. Basis of Selection**

- 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 to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Code of Conduct Certifications - Consent to a Criminal Record Verification**

- 1.1** Bidders must submit with their bid, by the bid solicitation closing date:

(a) a complete list of names of all individuals who are currently directors of the Bidder;

(b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

### **2. Certifications Precedent to Contract Award and Certifications Required with the Bid**

Bidders must submit the certifications as provided below:

#### **2.1 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.

##### **2.1.2 Federal Contractors Program - Certification**

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.

### **2.1.3 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, in the context of the fee abatement formula, 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**

Is the Bidder a FPS in receipt of a pension as defined above? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a.name of former public servant;
- b.date of termination of employment or retirement from the Public Service.

### **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 is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

#### **2.1.4 Status and Availability of Resources**

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

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

## **2.1.5 Education and Experience**

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

## **2.2 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications with their bid.

### **2.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

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

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

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

### **2.2.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition**

## **PART 6 - SECURITY, AND INSURANCE REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

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## 2. 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. 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.

## PART 7 - RESULTING CONTRACT CLAUSES

### 1. Statement of Work

The Department of National Defence (DND) requires a Contractor to provide Exercise Media Cell services during exercises at CFB Wainwright, Alberta. The Contractor shall source, administer and supervise the civilian component of the Exercise Media Cell in developing video, audio, and print products. This capacity adds realism to Canadian Army training exercises. The work is fully detailed in Annex A "Statement of Work".

#### 1.2 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.

##### 1.2.1 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 Technical 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 and methods of payment as specified in the Contract.

3. The Contractor must provide the Technical Authority, within five (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 Technical 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.

### 1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_ (to be included upon Contract award), 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.

### 1.2.3 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 25% of the Maximum Contract Value.

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.

### 1.2.4 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.

The data must be submitted thirty (30) days after each TA.

### 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

**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:**

- (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 Task.

**1.2.5 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the Technical Authority. 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**

2035 (2012-07-16), General Conditions - Higher Complexity - Services

**2.2 Supplemental General Conditions**

4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the contract.

**3. Security Requirement**

There is no security requirement associated with the requirement.

**4. Term of Contract****4.1 Period of the Contract**

The period of the Contract is from Date of Contract Award to 31 March 2013 inclusive.

## 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year periods 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 five (5) 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.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Patrick Semple  
 Title: Intern Officer  
 Organisation: Public Works and Government Services Canada,  
 Acquisitions Branch  
 Address: 86 Clarence Street,  
 Kingston, Ontario, K7L 1X3  
 Telephone: 613-530-3117  
 Facsimile: 613-545-8067  
 E-mail address: patrick.semple@pwgsc.gc.ca

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

### 5.2 Project Authority

The Project Authority for the Contract is: (To be filled in by PWGSC at contract award)

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_  
 Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
 E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative

(to be completed by the bidder)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_.

## 6. Payment

### 6.1 Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the Basis of Payment, in Annex "B", as specified in the authorized TA. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

### 6.2 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 \$ \_\_\_\_\_ **(to be included upon Contract award)**. Customs duties are included 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.

### 6.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

#### **6.4 SACC Manual Clauses**

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

### **7. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

### **8. Certifications**

- 8.1** Compliance with the certifications 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 or 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.

### **9. Applicable Laws**

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

### **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 Articles of Agreement;
- (b) the Supplemental General Conditions 4007 (2010-08-16) Canada to Own Intellectual Property Information;
- (c) the general conditions 2035 (2012-07-16) apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Mandatory Technical Requirement;
- (f) Annex C, Pricing Basis;
- (g) Annex D, Insurance Requirements;
- (h) Annex E, DND 626 Task Authorisation Form
- (i) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_.

### **11. A9062C Canadian Forces Site Regulations 2011-05-16**

### **12. G1001C (2008-05-12) 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



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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.

**ANNEX "A"****STATEMENT OF WORK****EXERCISE MEDIA OPERATIONS CELL****1.0 SCOPE****1.1 Purpose**

The Department of National Defence (DND) requires a Contractor to provide Exercise Media Cell services during exercises at CFB Wainwright, Alberta. The Contractor shall source, administer and supervise the civilian component of the Exercise Media Cell in developing video, audio, and print products. This capacity adds realism to Canadian Army training exercises.

**1.2 Background**

- 1.2.1 The client is the Centre of Excellence for Exercise Media Operations for the Canadian Army. They assist in presenting high readiness and operational readiness training for Army Task Forces in preparation for domestic and international operational deployments. They must help prepare soldiers to operate, survive, fight and win in the Contemporary Operating Environment (COE) across the full spectrum of operations in a complex, non-linear battlespace. In the course of their deployment into the battle theatre, Canada's soldiers will encounter and be embedded with various civilian media persons who will be there to gather and report the events as they occur. These reporters and camera operators will interact daily with the military Primary Training Audience (PTA), the citizens of the country in turmoil, and even some enemy forces. Having civilian reporters and camera operators involved in this training environment provides soldiers and military leaders realistic exposure to the media in the simulated battlespace. Media Operations has become an integral part of the COE and must be included in the training environment to adequately prepare DND soldiers, sailors and airmen.

**1.3 Terminology**

- 1.3.1 Media Group is a sub-unit within the client's organization that is responsible for the overall Exercise Media Operation and the Exercise Media Cell function.
- 1.3.2 The Exercise Media Cell consists of both military and civilian components. The military component is managed by an Exercise Media Operations Officer (EMOO) and is responsible for all functions of the Exercise Media Cell including client oversight on delivery of the civilian component functions and tasks. The EMOO coordinates activities of the civilian component through the Contractor's delegated representative (usually the Newsroom Editor). The EMOO also manages a military staff which provides administration, logistics and transportation support for the entire Exercise Media Cell.

**2.0 APPLICABLE DOCUMENTS**

- 2.1 Exercise objectives (Exercise Op Orders) are specific to each exercise and are made available during the exercise planning cycle prior to the exercise.

**3.0 REQUIREMENT**

### 3.0.1 All services will be as and when required.

The Contractor must supply, administer, and manage all Contractor supplied personnel engaged by this contract. The Contractor will continually supply support to the TA management and communications activities and will:

3.0.1.1 Manage the day-to-day human resources requirements of all Contractor supplied personnel;

3.0.1.2 Work in coordination with DND personnel to maximize efficiencies and reduce duplication;

3.0.1.3 Attend (or have a representative attend) all applicable operational briefings and coordination meetings; and

3.0.1.4 Identify and supply the following resources as identified on a Task Authorization. The number of resources in the chart represents the maximum number. Each exercise may not require the same number of technicians and journalists but will always require an editor and producer:

	RESOURCE CATEGORY	QTY
3.0.1.4.1	Newsroom Manager/Editor	1
3.0.1.4.2	Field Producer	1
3.0.1.4.3	Multimedia Technician	2
3.0.1.4.4	Journalists	8

## 3.1 Tasks

### 3.1.1 Newsroom Manager/Editor.

This individual will be responsible to oversee the production of daily television, radio and print deliverables and will be the TA/EMOO's primary point of contact regarding the delivery of contracted services during execution of the exercise(s). This individual must be capable to supervise, co-ordinate work and assign duties and be experienced in managing the operations of news crews, editors in the production of print, internet, radio and video news stories.

Tasks include:

3.1.1.1 Coordinate on a daily basis with the TA/EMOO

3.1.1.2 Evaluate the newsworthiness of each exercise event;

3.1.1.3 Assign reporters to investigate and prepare news reports, and provide necessary supervisory direction;

3.1.1.4 Supervise the Journalists in reporting news events;

3.1.1.5 Oversee reporting to ensure compliance with accepted journalistic ethics, standards, and practices;

3.1.1.6 Advise the Journalists on fact-checking and research;

3.1.1.7 Act as Programme Director of the daily video television newscasts and Editor of a print newspaper. This entails selecting stories and determining how they are presented; and

3.1.1.8 Exercise responsibility for the behaviour, discipline and well-being of the contracted resources.

### **3.1.2. Field Producer**

3.1.2.1 Physically accompanies the Journalists on assignments and is responsible for guiding the Journalists in obtaining the video footage and personal interviews that generate news reporting.

3.1.2.2 The Field Producer is responsible for the co-ordination and quality of journalists' activities during:

3.1.2.2.1 The creation of news videography and print newspapers;

3.1.2.2.2 The preparation of television reports and newspaper articles, adhering to standard journalism ethics, standards and practices;

3.1.2.3 The Field Producer must be capable of advising the journalists on:

3.1.2.3.1 Interview techniques, on-camera reporting and location; and

3.1.2.3.2 Advise the Journalists on rough-editing and shot-listing news footage in preparation for assembling a final newscast.

### **3.1.3 Multimedia Technician(s)**

3.1.3.1 Plans, develops, produces, and edits exercise training and promotional videos in cooperation with the Newsroom Editor, Field Producer and Journalists;

3.1.3.2 Duplicates tapes, DVDs and computer files for presentation purposes;

3.1.3.3 Captures and processes digital still imagery;

3.1.3.4 Plans, designs and produces graphic arts material (drawings, illustrations and camera-ready artwork) for training and presentation purposes;

3.1.3.5 Communicates with other Exercise Media Cell staff to develop and specify requirements of videos, still imagery, and graphic arts products;

3.1.3.6 Organizes and maintains an archive library of video and still images for present and future needs;

3.1.3.7 Researches video production and graphic arts techniques and technology;

- 3.1.3.8 Performs maintenance on industry standard equipment including video and still cameras, digital recorders, video-editing and reproduction equipment. Identifies equipment requiring higher level of attention and maintenance;
- 3.1.3.9 Maintains supplies required for video and graphic arts production;
- 3.1.3.10 Liaise thru the TA/EMOO when printing and photography arrangements are required with external agencies; and
- 3.1.3.11 Assist other Exercise Media Cell staff in Electronic News Gathering (ENG) editing and production techniques.

### **3.1.4 Journalist(s)**

- 3.1.4.1 Replicate the role of local, national and international Journalists gathering information and reporting on incidents occurring within a specified country undergoing internal/external strife and conflict. As simulated reporters and camera operators, Journalists will interact with the exercise military Primary Training Audience (PTA), local citizens and opposing forces on a daily basis.
- 3.1.4.2 Write, film, orate, compose, produce and deliver the daily news under the guidance and direction of the Editor and Field Director.

## **3.2 Constraints**

### **3.2.1 Location of Work. CFB Wainwright, AB**

- 3.2.1.1 Specific work locations.
  - 3.2.1.1.1 Media Cell office/newsroom. This will be located in buildings on a military base;
  - 3.2.1.1.2 Roving. Resources will be temporarily sent out to obtain media accounts or stories; and
  - 3.2.1.1.3 Embedded. There will be times when contracted resources will be required to spend significant time with a section of military such as a patrol team. This may require staying out overnight in the training area.

### **3.2.2 Language of Work. A high level of proficiency in English oral and written skills is essential for all functions. When an exercise is conducted for Francophone military units it is recommended that some or all positions be proficient in French both oral and written. As a minimum 50% of the journalists must be capable of performing their tasks in French when the exercise involves a Francophone unit. In addition as a minimum the editor must be capable of functioning in French in order to edit/review what was produced in French. It will be identified on a Task Authorization when an exercise involves a Francophone unit.**

### **3.2.3 Travel and Living.**

3.2.3.1 The Contractor is responsible for getting the contracted services to the identified delivery destination. DND will not be responsible for costs associated with travel and relocation prior to and at the end of an exercise; and

3.2.3.2 While participating in the delivery of exercise training, DND will provide facilities for dining and lodging and will provide transportation while in the training area. These will be DND standard rations and quarters only. This will be arranged through the Technical Authority.

#### 3.2.4 Level of Effort.

3.2.4.1 DND exercises involving an Exercise Media Cell will only occur at most twice per year, generally once every 8 months. An exercise period can be anywhere from 1 to 3 weeks in duration. There is a period in advance of the exercise for familiarization, planning and set-up. This period will not exceed 5 days in length. There is a period after an exercise for tear down, equipment cleaning and debrief. This period will not exceed 2 days. A Task Authorization will identify the number of pre-exercise days, exercise days and post exercise days.

3.2.4.2 The pre and post exercise periods will generally only consist of the Manager/Editor, Field Producer and one Multimedia Technician; however, the Task Authorization will identify the number of pre, post and exercise days required for each resource.

Note: The first exercise, which also includes Francophone units, is scheduled for October 2012. It is expected that the first Task Authorization will be from 16 October 2012 to 31 October 2012. This is expected to include the pre and post exercise period and the exercise period and is expected to include the journalists as well.

3.2.4.3 For the duration of each exercise, the hours of operation for all functions will consist of a minimum of 12 hours work per day, 7 days a week, including meal and breaks. Weekends and holidays are considered normal work days. The pre and post exercise days will generally be 8 hr days

#### 3.2.5 Physical Conditions.

3.2.5.1 Journalists must be capable of coping with the physical demands of carrying 5-10 kilograms of protective gear (flak jacket and helmet), as well as carry 5-10 kilograms of camera gear plus rations when required;

3.2.5.2 Resources must be prepared to work in all weather conditions;

3.2.5.3 Resources must be able to cope with prolonged exposure to mental and physical stress that are typically found in a modern battlefield simulation environment; and

3.2.5.4 Resources must be prepared to eat, live and work in an Army field/exercise environment while delivering the required services. While roving or embedded, accommodations and eating facilities are very basic. Sleeping facilities consist of canvas tents or semi-rigid shelters and meals are provided at field

kitchens.  
available.

Ablution facilities are shared, individual sleeping quarters are not

3.2.6 Personal Equipment. The Contractor and contracted resources will be required to:

3.2.6.1 Wear safety equipment appropriate to the activity (DND will supply safety glasses, helmet and vest);

3.2.6.2 Wear suitable attire for the weather conditions at the delivery location (CFB Wainwright has somewhat inhospitable weather conditions on occasion);

3.2.6.3 Provide own boots and gloves when required by weather conditions; and

3.2.6.4 Wear DND supplied electronic activity tracking equipment (WES vest) when required.

### 3.2.7 Client Support.

3.2.7.1 The Client will provide and maintain an Exercise Media Cell/Newsroom to fully benefit from having reporters in the training environment. The Cell shall be stocked with suitable and sufficient equipment and replacement supplies capable of supporting commercial-grade television, radio and print production, as well as, a graphic design capability;

3.2.7.2 Access to office/work facilities including telephone and computer support;

3.2.7.3 Pens, paper, printer cartridges (office supplies) as may be required;

3.2.7.4 Access to the DND owned media specific technical equipment required to complete assigned tasks;

3.2.7.5 When sleeping in the training area, bedding will be provided in the form of sleeping bag and cot, no pillow;

3.2.7.6 Eye protection in the form of ballistic eyewear or safety glasses will be made available if required;

3.2.7.7 If required, a ballistic vest or Weapons Effect Simulation (WES) vest and a combat helmet;

3.2.7.8 Access to military standard laundry facilities is available while on military base and within the exercise training areas; and

3.2.7.9 Additional requirements must be approved/coordinated through the Technical Authority

## 4.0 DELIVERABLES

4.1 The contractor shall deliver or provide the following:

4.1.1 Input on Media Cell Standard Operating Procedures (SOPs) and Terms of Reference (TORs) for the Newsroom Editor, Field Producer and Multimedia Technician roles; this could include creating training aids;

- 
- 4.1.2 After Action Report that amalgamates observations by the Newsroom Managers, Multimedia Technicians and Journalists. This document is to include shortfalls, suggestions and recommendations for improvements to future exercises;
- 4.1.3 Report on equipment status and life-cycle of video and graphic design equipment to include life cycle recommendations;
- 4.1.4 Input to exercise planning and post-exercise reports;
- 4.1.5 Graphic design products in support of the exercise;
- 4.1.6 News reports, interviews and profiles of the exercise participants and scripted events that occur during the exercise training scenarios;
- 4.1.7 Still photos to support print articles and other products;
- 4.1.8 Video footage and reports to support television news reports, radio broadcast products and print newspapers; and
- 4.1.9 Weekly Progress reports to the EMOO. This consists of a written report submitted by e-mail summarizing the activities conducted by the team during the week and including all media products produced (as applicable).



**ANNEX "B"****MANDATORY TECHNICAL CRITERIA**

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how each Mandatory Technical Criteria is met or addressed. The Bidder must provide the name and Curriculum Vitae (C.V.) for each proposed resource(s) to demonstrate proof of experience. Bidders must clearly indicate in their bid where the substantial information for each of the Mandatory Technical Criteria sections identified below can be found.

Bids not meeting all of the Mandatory Technical Criteria listed below will be given no further consideration

<b>Number</b>	<b>Mandatory Technical Criteria</b>	<b>Bidder's Reference/Comment</b>
<b>MT1</b>	<p>The Newsroom Manager/Editor must have:</p> <p>Minimum five (5) years experience as a television journalist within the last 10 years; <u>or</u>,</p> <p>Minimum three (3) years experience within the last 10 years as a senior editor/producer with a television news agency.</p>	
<b>MT2</b>	<p>The Field Producer must have:</p> <p>Minimum three (3) years broadcast (radio or TV) within the last 10 years; <u>or</u>,</p> <p>Minimum three (3) years print journalism experience within the last 10 years.</p>	
<b>MT3</b>	<p>The Multimedia Technicians (MMT's) must have:</p> <p>Recognized formal training or relevant experience in audio/video production, graphic design and print production. A minimum of diploma or certificate as a multimedia technician or at least three years experience as a technician.</p>	
<b>MT4</b>	<p>Journalists (50%) and the Manager/Editor must have:</p> <p>Language Requirement: A high level of proficiency in English and French oral and written skills is essential.</p>	

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Number	Mandatory Technical Criterion	Bidder's Reference/Comment
MT5	Journalists must have:  Experience: Require a minimum of 1 year Journalism training at a recognized post secondary institution, or be undergoing that training in conjunction with the exercise delivery;	

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**ANNEX "C"**  
**Pricing Basis**

**Pricing Periods:**

**Year #1: Date of Contract Award to 31 March 2013**

**Year #2: 01 April 2013 to 31 March 2014 (Option Year #1)**

**Year #3: 01 April 2014 to 31 March 2015 (Option Year #2)**

**Pricing Instructions**

Pricing is to be an all inclusive daily rate per resource (12 hour work day), including all travel to and from location, to perform the services as specified in Annex A. HST is not to be included in the pricing below and will be shown as a separate item on all invoices.

All payments are to be prorated to cover the actual time worked, where work performed using the time-based fee method, is of a duration of less or more than 12 hrs.

The estimated days and estimated number of exercises, set out in this RFP, are included for evaluation purposes only and do not represent a commitment on behalf of Canada.

**Year #1: Date of Contract Award to 31 March 2013**

Resource Category	Est Qty Per Exercise	Est Number of Exercises	Period	Est Days per Exercise (incl pre/post)	Year #1 Daily Rate (12 Hour Work Day Per Resource)
Newsroom Manager/Editor	1	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Field Producer	1	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Multimedia Technician	2	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Journalists	8	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	

**Year #2: 01 April 2013 to 31 March 2014 (Option Year #1)**

<b>Resource Category</b>	<b>Est Qty Per Exercise</b>	<b>Estimated Number of Exercises</b>	<b>Period</b>	<b>Est Days per Exercise (incl pre/post)</b>	<b>Year #1 Daily Rate (12 Hour Work Day Per Resource)</b>
Newsroom Manager/Editor	1	2	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Field Producer	1	2	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Multimedia Technician	2	2	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Journalists	8	2	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	

**Year #3: 01 April 2014 to 31 March 2015 (Option Year #2)**

Resource Category	Est Qty Per Exercise	Estimated Number of Exercises	Period	Est Days per Exercise (incl pre/post)	Year #1 Daily Rate (12 Hour Work Day Per Resource)
Newsroom Manager/Editor	1	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Field Producer	1	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Multimedia Technician	2	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	
Journalists	8	1	Pre-Exercise	2	\$ _____
			Exercise	14	
			Post-Exercise	0	
			<b>TOTAL</b>	<b>16</b>	

## ANNEX "D"

### Insurance Requirements

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a.) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b.) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c.) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d.) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e.) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f.) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g.) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h.) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i.) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j.) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k.) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l.) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m.) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### **All Risk Property Insurance**

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$80,000.00. The Government's Property must be insured on "Agreed Value (appraisal)".

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The All Risks Property insurance policy must include the following:

a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.

b. Loss Payee: Canada as its interest may appear or as it may direct.



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c.Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**Automobile Liability Insurance**

1.The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2.The policy must include the following:

a.Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

b.Accident Benefits - all jurisdictional statutes

c.Uninsured Motorist Protection

d.Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

W3915-13KE01/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38075

Buyer ID - Id de l'acheteur

kin655

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

W3915-13-KE01

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX "E"**

### **DND 626 TASK AUTHORIZATION FORM**