



**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**

**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>Title - Sujet</b> PARACHUTE INSTRUCTORS/CAMERA MEN	
<b>Solicitation No. - N° de l'invitation</b> W2037-170054/A	<b>Date</b> 2016-10-28
<b>Client Reference No. - N° de référence du client</b> W2037-17-0054	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-508-7038	
<b>File No. - N° de dossier</b> KIN-6-46107 (508)	<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 2016-11-15</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> Weaver, Tammy	<b>Buyer Id - Id de l'acheteur</b> kin508
<b>Telephone No. - N° de téléphone</b> (613) 484-1809 ( )	<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> DEPARTMENT OF NATIONAL DEFENCE 8 WING TRENTON, CAAWC 76 NORTH STAR DRIVE ASTRA Ontario K0K3W0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### 1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.3 Trade Agreements

"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 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.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

## Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory*)

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications 1 hard copy

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) (<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 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 Applicable Taxes must be shown separately.

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

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

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

BIDDERS ARE TO INDICATE THE RELEVANT PAGE NUMBER(S), FROM YOUR PROPOSAL, WHICH ADDRESSES EACH CRITERIA. Cross Reference to Proposal PAGE #(s)

<b><u>Mandatory Technical Criteria</u></b>	
<b>M1</b>	<b>Location of information in bidders proposal</b>
The Bidder must provide resumes for each proposed personnel that provides detail regarding the qualifications, relevant experience, and expertise, including a summary/description of their past job experience. If applicable, the DND Member's Personnel Record Resume (MPRR) must be included to confirm qualifications.	PAGE(S) AND/OR SECTION NUMBER: _____
<b>M2 <u>Canopy relative Work (CRW) Freefall Parachute Instructors: Maximum 2 Personnel</u></b>	
<b>M2.1</b>	
Each proposed personnel must have a minimum 2 years in the last 5 years' experience training national level demonstration teams to perform CRW for the purpose of conducting demonstrations at air shows and festivals and confined landing zones and at least 2 years out of the last 5 years training complex military skydiving team.	PAGE(S) AND/OR SECTION NUMBER: _____
<b>M2.2</b>	
Each proposed personnel must have a professional instructor and/or freefall qualification/certification (CSPA/USPA certifications with ratings). Copies of qualification/certification must be provided.	PAGE(S) AND/OR SECTION NUMBER: _____
<b>M2.3</b>	
Previous experience at least 2 years in the last 5 years with CAFPT formations and training methodology.	PAGE(S) AND/OR SECTION NUMBER: _____
<b>M3 <u>Junior video and still Camera Person and cameraperson Instructor Maximum 1 Personnel</u></b>	
<b>M3.1</b>	<b>Location of information in bidders proposal</b>
Personnel must have a professional instructor and/or freefall qualification/certification (CSPA/USPA certifications with ratings). Copies of	PAGE(S) AND/OR SECTION NUMBER:

qualification/certification must be provided.	_____
<b>M3.2</b>	
Personnel must have 1 years' experience in the last 10 years filming CRW performances.	PAGE(S) AND/OR SECTION NUMBER: _____
<b>M3.3</b>	
Each proposed personnel must have a minimum of 2 years' experience in the last 5 years teaching freefall camera personnel.	PAGE(S) AND/OR SECTION NUMBER: _____
<b><u>M4 Senior video and still Photography Camera Person and camera person Instructors</u></b> <b><u>Maximum 2 Personnel</u></b>	
<b>M4.1</b>	
Each proposed personnel must have a minimum of 5 years' experience in the last 10 years filming CRW performances under canopy and from the ground.	PAGE(S) AND/OR SECTION NUMBER: _____
<b>M4.2</b>	
Each proposed personnel must have a professional instructor and/or freefall qualification/certification (CSPA/USPA certifications with ratings). Copies of qualification/certification must be provided.	PAGE(S) AND/OR SECTION NUMBER: _____
<b>M4.3</b>	
Each proposed personnel must have a minimum of 2 years' experience in the last 5 years teaching freefall camera personnel.	PAGE(S) AND/OR SECTION NUMBER: _____

#### 4.1.2 Financial Evaluation

1. a. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.
- b. If Bidder's pricing offered in its response to this RFP is not in Canadian currency, it will be converted to Canadian currency using the appropriate nominal exchange rate on the closing date as posted on the Bank of Canada Website located at:  
<http://www.bankofcanada.ca/rates/exchange/>
2. Cost will be evaluated on the total requirement using all-inclusive rates, and the estimated usage as stated in Annex B. The Contract yearly price will be calculated by multiplying the Bidder's rates by the estimated usage. The total of the extended prices equals the total evaluated price.
3. SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price



## 4.2 Basis of Selection

### 4.2.1 Basis of Selection - Mandatory Technical Criteria

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.

Public Works and Government Services Canada reserves the right to award multiple contracts to fulfill this requirement.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Education and Experience

5.1.1.1.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website

([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.2 Status and Availability of Resources

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

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Work

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

#### 6.3.2 Supplemental General Conditions

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

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## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The Work is to be performed during the period of contract award to 31 December 2017.

### **6.4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 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.

### **6.4.5 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Tammy Weaver  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2<sup>nd</sup> Floor  
Kingston, Ontario  
K7L 1X3

Telephone: 613-545-8059/613-484-1809  
Facsimile: 613-545-8067  
E-mail address: Tammy.Weaver@pwgsc.gc.ca

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

### **6.5.2 Project Authority**

The Project Authority 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.

Solicitation No. - N° de l'invitation  
W2037-170054/A  
Client Ref. No. - N° de réf. du client  
W2037-17-0054

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46107

Buyer ID - Id de l'acheteur  
KIN508  
CCC No./N° CCC - FMS No./N° VME

### 6.5.3 Contractor's Representative

Name:  
Company  
Telephone  
Fax  
Email

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment

### 6.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ ( **insert the amount at contract award**). Customs duties are **included** and Applicable Taxes are extra.

### 6.7.2 Single Payment

#### SACC Manual clause H1000C (2008-05-12) Single Payment

### 6.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.7.4 SACC Manual Clauses

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

## 6.8 Invoicing Instructions

2. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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

## 6.9 Certifications and Additional Information

### 6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

### 6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex "D" Insurance
- (g) Annex "E" Liability Release Form
- (h) the Contractor's bid dated \_\_\_\_\_.

### 6.12 Insurance

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

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

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

## ANNEX "A"

### Statement of Work

#### 1. INTRODUCTION

The Department of National Defence (DND) requires qualified civilian Canopy Relative Work (CRW)/Freefall Parachute Instructors and Freefall/CRW Camera Persons to support the Canadian Armed Forces Parachute Team (CAFPT). The CAFPT requires highly specialized instructors to train members of the CAFPT cadre into competent CRW instructors and to augment these instructors to support a 1:1 training ratio throughout its main training camp. Further, there is also a requirement to have contractors that have experience producing professional quality video and still photography of each training session for video debriefs and promotional products as well as provide instruction on free-fall photography and filmography.

#### 2. BACKGROUND.

The CAFPT, The SkyHawks, is renowned for their signature Canopy Relative Work parachute performances and daring displays of aerial acrobatics, precision and teamwork. Over the past 45 years The SkyHawks have performed for more than 75 million spectators across North America and around the world including Japan, France, Australia and Mexico while flying their "Canada flag" parachutes. A sub-unit of the Canadian Army Advanced Warfare Centre (CAAWC) based in Trenton, Ontario, the team acts as ambassadors of the Canadian Armed Forces at special events, and air shows, sporting and community events with its mission being public relations for both the Canadian Army and the Canadian Armed Forces as a whole.

#### 3. SCOPE:

The contract for the Instructors and the camera persons will be in place from contract award to 31 Dec 2017 with two (2) optional one year periods

#### 4. Tasks

##### 4.1 CRW/Freefall Instructors:

Execute and debrief up to 10 training jumps per day in accordance with the CAFPT training progression. Considerations for weather and team fatigue are at the discretion of the Technical Authority (TA).

##### 4.2. Camera Person and Camera Person Instructors:

**4.2.1 Camera Person Duties** Execute and video/photograph up to 10 training jumps per day. Consideration for weather and team fatigue is at the discretion of the TA. Each camera person must use equipment capable of 1080i videography and 10MB still photography as a minimum.

**4.2.2 Camera Person Instructor Duties** Execute and debrief wind-tunnel training in the various camera positions (sit-fly, level control, exits) as well as up to 10 training jumps per day. Consideration for weather and team fatigue is at the discretion of the TA. The camera instructor must use equipment capable of 1080i videography and 10MB still photography as a minimum.

#### 5. CONTRACTOR REQUIREMENTS:

##### 5.1 Two(2) Canopy Relative Work (CRW) and Freefall Parachute Instructors:

- who specialize in Demonstration Canopy Relative Work (CRW) with professional and/or freefall instructor qualification/certification(ie. copies of CSPA/USPA certifications/qualifications with ratings);

- a minimum of 2 in the last 5 years' experience training national level demonstration teams to perform CRW for the purpose of conducting demonstrations at air shows and festivals involving confined landing zones; and
- Previous experience at least 1 year in the last 5 years with CAFPT formations and training methodology.

**5.2** One(1) Junior video and still Camera Person and Camera Person Instructor:

- who specialize in Canopy Relative Work (CRW) with professional and/or instructor qualification/certification with experience filming CRW performances;
- a minimum of 1 years' experience in the last 10 years filming CRW under canopy and from the ground;
- possess two sport parachute systems with automatic activation devices (AADs) that are suitable for filming demonstration CRW formations; and
- have freefall camera equipment capable of a minimum of 1080i videography as well as 10MB still photography.
- Has 2 years' experience in the last 5 years teaching freefall camera-men.

**5.3** Two(2) Senior video and still Camera Person and Camera Person Instructors:

- who specialize in Canopy Relative Work (CRW) with professional and/or instructor qualification/certification with experience filming CRW performances (ie. copies of CSPA/USPA certifications/qualifications with ratings);
- a minimum of 5 years' experience in the last 10 years filming CRW under canopy and from the ground;
- possess two sport parachute systems (with AADs) that are suitable for filming demonstration CRW formations; and
- have freefall camera equipment capable of a minimum of 1080i videography as well as 10MB still photography.
- Has 2 years' experience in the last 5 years teaching freefall camera-men.

**5.4** A bidder may be an individual bidding on a position outlined in Sections 5.1, 5.2 and/or 5.3. A contractor bidder may also be a business representing and providing individuals able to meet the requirements outlined in Sections 5.1, 5.2 and/or 5.3.

**6. TRAINING CAMPS.**

The CAFPT conducts three training camps in order to prepare for their annual demonstration season. They are called the tandem/camera, cadre and main training camps.

**6.1** The tandem/camera, Cadre and Main training camps occur in successive periods of approximately three and six weeks in duration. These training camp periods will incorporate both jumping and non-jumping days.

**6.2** The 2016-17 dates for the next series of training camps are tentatively set as follows:

**6.2.1 Tandem/Camera Training Camp:** Not applicable to the 2016-1017 training season, but traditionally scheduled during November in the calendar year. Approximately 14 days at another contractor's facility

**6.2.2 CAFPT Cadre Training Camp:** 9 Jan – 27 Jan 2017, approximately 22 days at another contractor's facility.



**6.2.3 CAFPT Main Training Camp:** 13 Mar – 21 Apr 2017, approximately 40 days at another contractor's facility.

## **7. CONDUCT OF TRAINING.**

**7.1 Tandem/Camera Training Camp:** CAFPT Tandem/Camera camp is two weeks long. The first week provides members with Tandem Instructor and Camera man training courses, with the second week to provide make up for weather days and allow the Tandem Instructors to reach the required level of currency prior to commencing the demonstration season.

**7.2 CAFPT Cadre Training Camp:** CAFPT Cadre Training camp is three weeks long. The first week focuses on basic Canopy Relative Work (CRW) and Relative Work (RW) jumps. This ensures the development of precision canopy skills relevant to the CAFPT. The second and third week are used to hone the skill from week one and develop a baseline of ability to build CRW formations and to instruct basic CRW. The jumping curriculum is based on a carefully designed progression table developed by CAFPT.

**7.3 CAFPT Main Training Camp:** The CAFPT Main camp is eight weeks long. The first two weeks of ground training is conducted at CAAWC. Jumping will commence on the third week at a contracted training facility (most likely a major civilian drop zone). Tentative dates as stated above in Para 2.2.2. Jump training will commence with a canopy control course to enable new jumpers to become familiar with CAFPT parachutes and develop a base of canopy accuracy. The remainder of the first two weeks of training will focus on the development of basic CRW (including Parabatics), RW and accuracy jumps. The progression over the remaining weeks focuses on teaching CAFPT formations and then practice of show routine to develop a consistent and show ready level of performance during the fifth week of the camp. The final week of training camp will focus on stadium specific elements of demonstration jumping, culminating in jumps into a stadium nearby the contractor's facility.

## **8. WEEKEND/EVENING TRAINING**

Training is scheduled in accordance with CAFPT set curriculum, but is subject to change due to weather conditions and aircraft availability. This may, on occasion and at the discretion of the Team Captain of the CAFPT, result in weekend and/or evening training.

## **9. CONSTRAINTS**

### **9.1 Safety:**

The SkyHawks mission is a 'No-Fail' and the type of training that is conducted is very extreme and dangerous. Therefore, safety is paramount.

## **10 LOCATION**

### **10.1**

Locations are yet to be determined in The United States of America for both training camps. The climate in Canada is not suitable for consistent, high tempo parachute training during the training dates available to the CAFPT. The Contractor(s) must be in possession of valid passports and able to travel The United States of America. Obtaining passports are the responsibility of the Contractor(s).



## ANNEX B

### BASIS OF PAYMENT

1. Bidders will provide firm, all-inclusive rates (exclusive of GST and HST). G.S.T. or H.S.T., if applicable, is extra to the prices herein and shall be shown on any invoice as a separate item. All costs associated with lodging and meals throughout the duration of the contract shall be included in the proposed per diem rate.

2. All estimated usages are included for evaluation purposes only and do not represent a commitment on behalf of Canada. The Contractor is to submit an invoice for the actual jumping and non-jumping days provided.

2.1 A "jumping day" is defined as a day during which a coaching or camera session is conducted by the contractor during either a parachute jump or vertical wind tunnel training.

2.2 A "non-jumping day" is a contingency for five (5) additional non-jump days should weather or others events require extension of the course dates.

### 3. Contract Years:

**3.1 Initial Year: Date of award to 31 December 2017** - Training dates are tentatively scheduled 16 Jan– 06 Feb 2017, 07 – 21 Feb 2017, 12 March – 17 April 2017, and 07 – 18 Nov 2017.

**3.2 Option Year #1: 01 January 2018 to 31 December 2018** - Anticipated Training dates are projected to coincide with the stated months in 3.1.

**3.3 Option Year #2: 01 January 2019 to 31 December 2019** - Anticipated Training dates are projected to coincide with the stated months in 3. 1.

### 4. Tandem/Camera Camp

	Description	Estimated Yearly Usage	Unit of Issue	Initial Year Contract award – 30 Nov 2017	Option Year #1 01 Dec 2017 – 30 Nov 2018	Option Year #2 01 Dec 2018 – 30 Nov 2019
4.1	Canopy Relative Work and Freefall Parachute Instructor	10	Per jumping day			

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4.2	Canopy Relative Work and Freefall Parachute Instructor	2	Per non-jumping day			
4.3	Cameramen	10	Per jumping day			
4.4	Cameramen	2	Per non-jumping day			

## 5. CAFPT Cadre Training Camp

	Description	Estimated Yearly Usage	Unit of Issue	Initial Year Contract award – 30 Nov 2017	Option Year #1 01 Dec 2017 – 30 Nov 2018	Option Year #2 01 Dec 2018 – 30 Nov 2019
4.1	Canopy Relative Work and Freefall Parachute Instructor	15	Per jumping day			
4.2	Canopy Relative Work and Freefall Parachute Instructor	4	Per non-jumping day			
4.3	Cameramen	15	Per jumping day			
4.4	Cameramen	4	Per non-jumping day			

## 6. CAFPT Main Training Camp

	Description	Estimated Yearly Usage	Unit of Issue	Initial Year Contract award – 30	Option Year #1 01 Dec 2017 – 30	Option Year #2 01 Dec 2018 – 30 Nov
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				Nov 2017	Nov 2018	2019
4.1	Canopy Relative Work and Freefall Parachute Instructor	28	Per jumping day			
4.2	Canopy Relative Work and Freefall Parachute Instructor	8	Per non-jumping day			
4.3	Cameramen	28	Per jumping day			
4.4	Cameramen	8	Per non-jumping day			

## 7. Return Travel - Once per Camp

CAAWC will reimburse the Contractor travel for a maximum of four personnel per training camp, from Contractor's point of origin to the training destination and return.

The Contractor shall arrange the travel using the most economical means possible and submit copies of receipts to CAAWC for reimbursement.

All payments are subject to government audit.

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## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

## 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.

- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.

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## Annex E

### LIABILITY RELEASE FORM

In consideration of providing services to The Canadian Armed Forces Parachute Team, contracted resources agree to the following:

"I acknowledge that the risk of injury from activities involved in this training is significant, including the potential for permanent injury and death, and while particular precautions may reduce the risk, the risk of serious injury does exist; and On behalf of myself and my heirs, assigns, personal representative and next of kin, it is hereby understood and agreed that, except to the extent caused by or due to Canada, Canada will not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Instructor or any employee, agent or representative of the Instructor caused or alleged to be caused as a result of performing the training; and I agree to fully protect and indemnify Canada and not to make any claims or demands against Canada in, respect of any of the foregoing contingencies."<sup>1</sup>

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

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<sup>1</sup> A signed copy per proposed resource must be submitted as a part of bid.