



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Ontario

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

Title - Sujet Advanced Winter Mobility Training	
Solicitation No. - N° de l'invitation W6448-22C015/A	Date 2021-11-18
Client Reference No. - N° de référence du client W6448-22C015	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-555-8507	
File No. - N° de dossier KIN-1-56135 (555)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-12-03 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Webster, Sean	Buyer Id - Id de l'acheteur kin555
Telephone No. - N° de téléphone (873) 354-9545 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE . PETAWAWA Ontario Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Article A 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 epost Connect service

This bid solicitation requires bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only through the Epost Connect electronic submission system by the date and time indicated on page 1 of the bid solicitation:

Epost Email Address:
TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Due to the nature of the bid solicitation, bids transmitted by facsimile and hard copy will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex D 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

Bids must meet the mandatory technical criteria specified below. The bidder must provide the necessary documentation to support compliance with each criteria. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criteria should be addressed separately.

4.1.1.1 Mandatory Technical Criteria

	Mandatory Technical Criterion	Instructions to Bidder	Notes/Bid Reference
MTC1	The bidder must demonstrate that their facility is within 1200KM driving distance of Kingston, Ontario.	The Bidder must clearly demonstrate compliance through the use of a standard commercial distance measurement tool or map.	
MTC2	The bidder must demonstrate that each instructors who will perform training for DND holds valid Association of Canadian Mountain Guides or American Mountain Guides Association certification.	Copies of the certification for each instructor must be included with the bid.	
MTC3	The Bidder must demonstrate that they are able to accommodate and feed 27 DND personnel.	The Bidder must provide a detailed pamphlet, promotional material, or written description, indicating the number of single and double occupancy rooms in the training facility, as well as their capability to provide breakfast and dinner.	
MTC4	The bidder must demonstrate that they are capable of providing a 9-day advanced winter mobility training course.	The Bidder must provide a course outline which demonstrates in detail how they will fulfill the requirements of Annex A, Section 2.2 Paragraph a.	
MTC5	The bidder must demonstrate that they are capable of providing sufficient stock of alpine touring skis, boots, and bindings for 25 DND personnel.	The Bidder must provide a detailed pamphlet, promotional material, or written description, indicating their inventory of alpine	

	Mandatory Technical Criterion	Instructions to Bidder	Notes/Bid Reference
		touring skis, boots, and bindings.	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Any bid which fails to meet the following mandatory financial criteria will be deemed nonresponsive and will receive no further consideration. Each bid must comply with the following Mandatory Financial Criteria:

- Bidders must submit their financial bid in accordance with "Annex B", Basis of Payment.
- Bids must not contain any condition or qualification placed upon the bid.
- Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.
- Pricing must be provided for all items in Pricing Basis "A" and "B".
- If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

4.1.2.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian Customs duties and excise taxes included.

The Bidder's firm all-inclusive per-trainee rates in Annex B, Basis of Payment, Pricing Bases A and B will be multiplied by the corresponding estimated number of trainees, and then multiplied by the number of training serials or the estimated number of training serials for each year to calculate each item's Yearly Extended Price.

The Evaluated Price will be the sum of the Yearly Extended Prices of all Items in Annex B, Pricing Bases A and B.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

5.2.3 Additional Certifications Precedent to Contract Award

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5.2.3.1 Status and Availability of Resources

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

5.2.3.2 Education and Experience

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

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

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31 2022.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 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 14 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sean Webster
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region – Kingston Acquisitions
Address: N/A

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Telephone: 873-354-9545
Facsimile: N/A
E-mail address: Sean.Webster@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 for the Contract is **(To be completed 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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Telephone: _____
Facsimile (if available): _____
E-mail address: _____

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: 2019-01](#) of the Treasury Board Secretariat of Canada..

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included, and Applicable Taxes are extra.

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

6.7.2 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 \$_____. Customs duties are included and Applicable Taxes are extra.
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.

6.7.3 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$400,000, Applicable Taxes included, inclusive of any revisions.

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

6.7.4 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 10% 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.

6.7.5 Single Payment

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

6.7.6 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);

6.8 Invoicing Instructions

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

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 Ontario.

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 general conditions 2010C (2020-05-28) General conditions: Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, DND 626 Task Authorization Form
- (f) the Contractor's bid dated _____ (*insert date of bid*)

6.12 SACC Manual Clauses

SACC Manual clause G1005C (2016-01-28), Insurance — No Specific Requirement

SACC Manual Clause B6802C (2007-11-30) Government Property

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

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

6.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.15 Task Authorizations

6.15.1 Task Authorization Process

Task Authorization:

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

Task Authorization Process:

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

6.15.2 Task Authorization – Department of National Defence

The administration of the Task Authorization process will be carried out by the Project Authority. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

ANNEX A

STATEMENT OF WORK

Advanced Winter Mobility Training

1. SCOPE

1.1 Purpose.

The Department of National Defence (DND) has a requirement for the supply of items and services to meet the requirements for the acquisition and support of an in-person advanced winter mobility training package.

1.2 Background.

DND conducts various major exercises and operations in winter and cold weather environments, where advanced training and mobility techniques may be required. In order to maintain the highest standard in operations, DND requires training in advanced winter and snow mobility techniques, in order to understand the most up-to-date tactics, techniques, and procedures and maintain force protection in challenging environments. The receipt of in-depth training and scenarios that represent the complex environment is a key component to that effect.

1.3 Terminology.

Abbreviation	Description
ACMG	Association of Canadian Mountain Guides
AMGA	American Mountain Guides Association
AST	Avalanche Safety Training
DND	Department of National Defence
LOSV	Light Over-Snow Vehicle (snowmobile – Ski-Doo or equivalent)
SOW	Statement of Work

Figure A-1 Terminology

2. REQUIREMENTS

2.1. Scope of Work.

The Contractor must supply an advanced winter mobility training package that meets all the requirements identified within this SOW. The training package will be required to be delivered to 25 personnel. Accommodations and meals must be provided for 27 personnel. The Contractor must provide training for an initial training serial from January 24th 2022 to February 3rd 2022.

DND has an additional requirement for optional training serials, dates to be determined, in 2022, 2023, 2024, and 2025.

2.1.1. The Contractor must supply the following:

- a. Training must be conducted within a 1200 Km drive of Petawawa, ON.
- b. Nine day in-person training package for 25 personnel. The group may be subdivided so that specific training events can be conducted concurrently, rather than as one group.
- c. A training progression delivered by an appropriate number of certified instructors.
- d. Accommodations and feeding for 27 DND personnel throughout the training period.

2.2. Tasks.

- a. The Contractor will conduct a nine day training package delivered to 25 DND personnel. The student group may be subdivided so that specific training events can be conducted concurrently, rather as one group. The training progression must meet the following requirements:
 - (1) Three day training package for deep snow and mountainous terrain mobility in LOSV.
 - (2) Three day training package for deep snow and mountainous terrain mobility using skis, while loaded with personal equipment.
 - (3) Two day (one overnight) camping in mountainous winter terrain.
- b. The Contractor must demonstrate they hold, or have secured through their own subcontracting, sufficient LOSV to conduct the training within the specified dates. At minimum, 13 LOSV are required for DND personnel.
- c. The Contractor must be able to provide secured accommodations, meeting or exceeding the standard given in this SOW.
- d. The Contractor must provide food services for breakfast and dinner, for 27 persons, throughout the specified dates.

2.3. Technical Requirements.

- a. The Contractor's instructor cadre must all be certified by the ACMG or AMGA, have experience in long range ski traverse, and the Contractor must provide sufficient instructors to maintain a safe instructor to student ratio throughout the training. Minimum of three ACMG or AMGA certified instructors must be provided.
- b. The Contractor must have a training area requirement of at minimum of 1000 Sq. Kms, and operator must have legal access to the full area while utilizing LOSV.

The Contractor's training facility must have mountainous or hilly terrain with a minimum elevation of 900m and elevation gain/prominence of a minimum of 300m

- c. All LOSV provided by the Contractor must be appropriate for deep snow and mountain terrain.
- d. The Contractor must provide, as part of the training, a condensed avalanche safety training course, based on AST Level 1. Certification of AST Level 1 upon completion of training is not required.
- e. The Contractor must have sufficient stock of alpine touring skis, boots, and bindings in various sizes to outfit 25 persons.
- f. The Contractor must have a detailed medical and emergency communications plan, with coverage throughout the training area.

2.4. Accommodation Requirements.

- a. The Contractor must be able to provide rooms for all 27 persons. All rooms must be single or double occupancy. Each occupant must have a full bed at minimum within the accommodations, cots will not be accepted as a substitute for a full bed.
- b. All accommodations must be on location at the contractor's training facility..
- c. Access to potable water within accommodations.
- d. Telephone capable of making local calls only.
- e. Private full-baths with a minimum of a toilet, sink, and shower within accommodations.
- f. A check in timing of 1300hrs or later.
- g. A check out timing of 1100hrs or later.
- h. On-site parking for up to 8 vehicles.
- i. Accommodations services must include:
 - i. Room cleaning, including bathroom.
 - ii. Daily bed changes and/or make-up.
 - iii. Fresh towels adequate for the number of personnel in each room.
 - iv. Provision of adequate soap and shampoo.
- j. Incidental charges (telephone usage, room service, minibar use, etc.) are not included under this contract and must be charged to the occupants of rooms,

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DND must not be billed for any incidental charges not specified under this contract.

2.5. Constraints.

- a. The training package must be conducted within a 1200 Km drive of Petawawa, ON.
- b. Provision of the full product under this contract throughout the week of 24 Jan 22 to 03 Feb 22.

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ANNEX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified below. All prices are in Canadian Dollars, applicable taxes excluded, Canadian customs duties and excise taxes included, DDP Incoterms Ottawa ON. Applicable taxes must be shown as a separate item on invoices.

Text in italics is for evaluation purposes only and will be removed prior to awarding the contract.

Pricing Periods

Year 1: Date of Award to 31 March 2022
Optional Year 2: 1 April 2022 to 31 March 2023
Optional Year 3: 1 April 2023 to 31 March 2024
Optional Year 4: 1 April 2024 to 31 March 2025

Pricing Basis "A" – Initial Requirement

Firm All-Inclusive Rates

The Contractor will be paid a firm all-inclusive per-trainee rate as follows for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Item	Description	Number of Training Serials	Estimated number of trainees	Firm Per-Trainee Rate
Advanced Winter Mobility Training Course				
1	A nine day advanced winter mobility training course from 24 January 2022 to 3 February 2022 as per Annex A Statement of Work	1	25	\$ _____

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Pricing Basis "B" – Optional Requirement

Firm All-Inclusive Per-Diem Rates

Optional contract periods and an optional training serial that will be indicated through a Contract Amendment by the Contracting Authority. The Contractor will be paid a firm all-inclusive rate as follows for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Item	Description	Year	Estimated Number of Training Serials	Estimated number of trainees	Firm Per-Trainee Rate
Advanced Winter Mobility Training Course (Optional)					
1	A nine day advanced winter mobility training course as per Annex A Statement of Work	Optional Year 2	3	25	\$ _____
2	A nine day advanced winter mobility training course as per Annex A Statement of Work	Optional Year 3	3	25	\$ _____
3	A nine day advanced winter mobility training course as per Annex A Statement of Work	Optional Year 4	3	25	\$ _____

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All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.					
			Contract no. – N° du contrat		
			Task no. – N° de la tâche		
Amendment no. – N° de la modification		Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente		
To – À		TO THE CONTRACTOR You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract. À L'ENTREPRENEUR Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.			
Delivery location – Expédiiez à					
Delivery/Completion date – Date de livraison/d’achèvement		Date _____	for the Department of National Defence pour le ministère de la Défense nationale		
Contract item no. N° d'article du contrat	Services				Cost Prix
					GST/HST TPS/TVH
					Total
APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.					
NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.					
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux					
DND 626 (01-95) 7830-21-677-105R					Design: Form Management 993-4050 Conception: Gestion des formulaires 993-4050

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ANNEX D 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);

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ANNEX E

ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Offerors are required to provide a list of their Board of Directors before Contract issuance. Offerors are requested to provide this information in their bid.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Contract issuance.

Procurement Business Number - _____

Offerors may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, Offerors may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.