



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
Manitoba

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

Title - Sujet Adventure Training Services	
Solicitation No. - N° de l'invitation W0142-22X013/A	Date 2022-01-24
Client Reference No. - N° de référence du client W0142-22X013	
GETS Reference No. - N° de référence de SEAG PW-\$STN-205-5548	
File No. - N° de dossier STN-1-44027 (205)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Standard Time CST on - le 2022-02-16 Heure Normale du Centre HNC	
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: Baessler, Nancy	Buyer Id - Id de l'acheteur stn205
Telephone No. - N° de téléphone (306) 241-2826 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB SUFFIELD ATTENTION CMTT, BLDG 322 RALSTON Alberta T0J2N0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services gouvernementaux
Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

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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stn205
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification, the DND 626 Task Authorization Form and any other annexes.

1.2 Summary

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

To provide challenging training to British Military Service Personnel in specific adventurous training activities that incorporates controlled exposure to risk, in order to develop; leadership, teamwork, physical fitness, morale and physical courage, as well as other personal attributes and skills that are vital to the delivery of Operational capability.

The period of the Contract will be from **2022-05-01** to **2022-09-30**.

The requirement is subject to a preference for Canadian services.

1.3 Epost Connect Service

This bid solicitation allows 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.

1.4 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.

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.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

PWGSC Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

roreceptionSoumissions.wrbidreceiving@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.

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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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

The Bidder is strongly encouraged to submit its bid electronically 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
Section IV: Additional Information

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "G" 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.

3.1.3 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 and BATUS/MOD will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "F".

4.1.2 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Evaluated Price using the Annex B – Basis of Payment to be completed by the bidders.
- (b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded. FOB destination, Canadian customs duties and excise taxes included.
- (c) In case of a discrepancy, the unit rate will apply and the extended total will be corrected by Canada.

4.1.2.1 Evaluation of Price

The total Evaluated Price will be determined as follows:

At Annex B – Basis of Payment

Item 1 A X B = 1C
Item 2 A X B = 2C
Item 3 A X B = 3C
Item 4 A X B = 4C

1C + 2C + 3C + 4C = **Evaluated Price**

4.2 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.

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 Integrity 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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

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

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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 specified 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 procurement agreement of the [Ineligibility and Suspension Policy](#) (<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

5.2.3.1 Status and Availability of Resources

A3005T (2010-08-16), 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

5.2.3.2 Education and Experience

A3010T (2014-06-26), Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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PART 6 – INSURANCE REQUIREMENTS

6.1 Insurance – Proof of Availability Prior to Contract Award (G1007T)

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “C” .

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.1 Task Authorization

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

7.1.1.1 Task Authorization Process

Task Authorization Process:

1. The CFB Suffield G4 Procurement Staff with Delegated Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "D".
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 CFB Suffield G4 Procurement Staff with Delegated Authority within seven (7) 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 CFB Suffield G4 Procurement Staff with Delegated 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.

7.1.1.2 Task Authorization Limit

The CFB Suffield G4 Procurement Staff with Delegated Authority may authorize individual task authorizations up to a limit of **\$40,000.00** Applicable Taxes included, inclusive of any revisions.

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

7.1.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

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

"Minimum Contract Value" means 10%.
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.

7.1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 20 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

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

For all authorized tasks:

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

7.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence, G4 Procurement Staff. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from **2022-05-01** to **2022-09-30**.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nancy Baessler, Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
Saskatoon, SK

Telephone: 306-241-2826
E-mail address: Nancy.Baessler@pwgsc-tpsgc.gc.ca

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

7.5.2 Procurement Authority

The Procurement Authority for the Contract is:

** To be determined*

The Procurement 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 Procurement Authority; however, the Procurement 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.

7.5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

7.6 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 [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.

7.7 Payment

7.7.1 Basis of Payment – Firm Unit Price(s) or Firm Lot Price - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) as detailed in the Basis of Payment below, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

7.7.2 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 **\$TBD**. 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.

7.7.3 Method of Payment

7.7.3.1 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment

7.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department
C2000C (2007-11-30), Taxes – Foreign-based Contractor

7.7.5 Electronic Payment of Invoices – Contract

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

- a. *To be determined*

7.7.6 Time Verification

C0711C (2008-05-12), Time Verification

7.8 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.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. Submit (1) electronically to invoices@forces.gc.ca or mail (1) to;

Canadian Forces Base Suffield
Base Comptroller, Invoice Accounts
PO Box 6000, Stn Main
Medicine Hat, Alberta, Canada T1A 8K8

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

7.9 Certifications and Additional Information

7.9.1 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.

7.10 Applicable Laws

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

7.11 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 2035 (2021-12-02) General Conditions, Higher Complexity- Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated _____

7.12 Foreign Nationals (Canadian Contractor)

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.13 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](#)".

ANNEX "A"

STATEMENT OF WORK

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

Philosophy

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

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

Background

Exercise **PRAIRIE TORNADO Adventurous Training (AT)** encompasses experiential, Foundation and Leader based courses, which are designed by the British Military. They are for both men and women, whom are deployed on duty in Canada. Training is to be conducted from a suitable location, which encompasses terrain within the Rockies and/ or British Columbia. All services and training shall be conducted and delivered in accordance with this Statement of Work (SOW); current best practice, under the direction of AT LIAISON OFFICER and comply with current policies of the Department of National Defence (DND) and British Army Training Unit Suffield (BATUS). This SOW sets out the requirements of all materials, equipment, labour, supervision and expertise necessary for the British Military to conduct its summer Adventurous Training (AT) programs within Western Canada.

Requirement

1. To provide challenging training to British Military Service Personnel in specific adventurous training activities that incorporates controlled exposure to risk, in order to develop; leadership, teamwork, physical fitness, morale and physical courage, as well as other personal attributes and skills that are vital to the delivery of Operational capability.

Period

2. The period of this SOW will be from May 1, 2022 to September 30, 2022.

Dates

3. Courses are required to be delivered over five (5) days per week, the minimum student to instructor contact delivery time per foundation course is 40 hours in accordance with the Formal Training Statement (FTS) training dates for season 2022 are as follows:

- a. 22 – 26 May 2022
- b. 22 – 26 June 2022

- c. 22 – 26 July 2022
- d. 22 – 26 August 2022
- e. 23 – 27 September 2022

Location

4. In order to maximise training time, accommodation must be located within Alberta and no further than one hour travel by road, in poor weather conditions, from Banff National Park.

Permits

5. The supplier must provide proof of the appropriate permits to operate in the National/Provincial/Municipal Parks, which is to include the use of lakes, reservoirs, rivers and campsites in support of Activities, Item 7. It is the supplier's responsibility to ensure all vehicles in support of training hold the appropriate passes to operate within the National/Provincial/Municipal Parks. Further information detailing passes can be found at the following links:

- a. https://www.alberta.ca/kananaskis-conservation-pass.aspx?utm_source=redirect&utm_medium=all&utm_campaign=GoA&utm_term=ConservationPass
- b. <https://www.pc.gc.ca/en/pn-np/ab/banff/visit/passers-passes>

Qualifications

6. The supplier is to ensure that all instructors hold the relevant qualifications to be able to deliver activities as highlighted below:

- a. **Rock Climbing Single Pitch Foundation (RSF)**
 - (1) ACMG – Rock Guide.
 - (2) ACMG – Alpine Guide.
 - (3) IFMGA – Full International Mountain Guide.
- b. **Open Canoe 2 Star Foundation (O2F)**
 - (1) Class 2 Moving Water Instructor.
 - (2) Swift Water Rescue.
- c. **Inland Kayak 2 Star Foundation (K2F)**
 - (1) Class 2 Moving Water Instructor.
 - (2) Swift Water Rescue.
- d. **Mountain Bike Foundation (MBF)**
 - (1) Professional Mountain Bike Instructor (PBMI) Level 1.
 - (2) Basic Mountain Bike Mechanic.

Activities

7. Exercise **PRAIRIE TORNADO AT** activities are to consist of:
- Rock Climbing Single Pitch Foundation (RSF).** A five (5) day single-pitch Rock Climbing course as defined within the FTS. One day of this course utilizes an indoor climbing facility.
 - Open Canoe 2 Star Foundation (O2F).** A five (5) day Open Canoe course as defined within the FTS. The course is delivered on both flat and moving water within the National/Provincial Parks and other Provincial lands.
 - Inland Kayak 2 Star Foundation (K2F).** A five (5) day Inland Kayak course as defined within the FTS. The course is delivered on both flat and moving water within the National/Provincial Parks and other Provincial lands.
 - Mountain Bike Foundation (MBF).** A five (5) day Mountain Bike course as defined within the FTS. The first day should be delivered on a skills course; the remaining 4 days are on recognised mountain bike routes within the National/Provincial Parks and other Provincial lands.

Training Day

8. A FULL DAY is defined as a minimum of six (6) hours training excluding rest and lunch breaks

Activity Throughout

9. The following table shows the estimate of throughput figures 2022. These figures are subject to change and estimated number of days may vary +/- 7 days over the period of the contract.

Item	Description	No. of participants per session	Days of Activity	Ratio	Total Estimated Participants to be Trained
1	Rock Climbing Foundation	6	5	1:6	30
2	Mountain Bike Foundation	6	5	1:6	30
3	Canoe Foundation	6	5	1:6	30
4	Kayak Foundation	6	5	1:6	30
	TOTALS Students	24			120

Ratios

10. The maximum number of guide/instructor to student ratios for each of the activities is not to exceed the ratios stated in the table at Activity Throughout, item 9. In order to demonstrate an ability to operate large numbers of students over a variety of activities the supplier must be able to manage multiple number of courses simultaneously.

Safety

11. All British Military personnel attending AT activities and courses, administered through British Army Training Unit Suffield (BATUS), are on duty, are fully briefed on the inherent exposure to risk involved. The supplier is responsible for the safety of those personnel under their direct control at all times from the point of receipt through until training is complete, and they are formally released. All

pertinent safety standards are to be understood and complied with at all times, in accordance with current and in date Risk Assessments, Standing Orders, Policies and procedures. In the event of an accident or incident AT LIAISON OFFICER is to be informed at the earliest opportunity, the supplier is responsible for the safe management of the incident and must provide written statements on the incident at the earliest opportunity.

Assurance of Training.

12. Contractors are to ensure all risk is assessed and the consequent controls have been integrated into formal procedures in order to reduce the risks to As Low As Reasonably Practicable (ALARP) and are compliant with current legislation. Those 4 separate Safe Systems of Training (SST) elements are:

- a. Safe Persons.
- b. Safe Equipment.
- c. Safe Place.
- d. Safe Practice.

In order to facilitate all safety requirements, the Contractor is responsible for:

- a. **Point of Contact.** A Point of Contact (POC), whenever training is being conducted. The Contractor must demonstrate that the POC is trained in emergency procedures and familiar with all aspects of the Contractor's Emergency Action Plan. The contractor is to report any safety concerns, observations or incidents to the AT Liaison Officer at the earliest opportunity.
- b. **Personal Protective Equipment (PPE) and other outdoor clothing.** Ensuring that each student is issued with serviceable, in date and appropriate PPE for each activity.
- c. **Equipment Familiarization.** Ensuring that students are fully aware of how to correctly fit, wear and use all equipment and clothing provided.
- d. **First Aid Equipment.** Ensuring that the instructor and a nominated student is issued with and carries a group first aid kit, group shelter and any other appropriate equipment for the activity, location and forecasted weather.
- e. **Safety Coordination.** The co-ordination of movement and safety throughout the activity, including accommodation, driving to venues and during course delivery.
- f. **Weather Forecasting.** Checking weather, river levels before training begins. Forecasts must cover the length of the training period and all areas used. Appropriate risk management should be taken to mitigate the risk to ALARP (as low as reasonably possible).
- g. **Communications.** Each Instructor is mandated to have a form of communication, this can be either a mobile phone or VHF radio. Each activity must also have a GPS Garmin Delorme or SpotTrackerX that can send an SOS message to activate emergency assistance if required.
- h. **Emergency Procedures, management, and Incident Response.** The Contractor and instructors must have a robust system in place to deal with any level of incident.
- i. **Risk Assessments.** The Contractor is to have a robust set of Generic Risk Assessments for each activity and are to ensure their Guides/Instructors are compliant with them. The Contractor is also to ensure their instructors carry out a daily Risk Assessment before each day's training. The instructors are to continue to dynamic risk assess during the activity and report any safety concerns or observations to the provider or AT Liaison Officer at the earliest opportunity.

Accident and Incident Reporting

13. The Contractor is required to inform the AT Liaison Officer when an accident has occurred at the earliest opportunity. The Contractor is responsible for all aspects of casualty evacuation procedures up until reaching Primary Care. The casualty must be taken to hospital, A&E and formally handed over; not just dropped off at the door. The Contractor remains responsible for any/all injured parties under their instruction until formally taken over by either AT Liaison Officer or a recognised Rescue Service, depending on the severity of the injury as described below: In the event of an injury, the instructor responsible for the soldier is to complete a statement of the incident, which is to be forwarded to the AT Liaison Officer. This injury statement is to be endorsed by the Contractor to confirm that the training followed the contractor's current best practices.

- a. **Non Serious Injury.** A non-serious injury (NSI) is an injury which does not require hospitalisation or an emergency evacuation from the training area.
- b. **Serious Injury.** A serious injury (SI) is an injury when the Instructor, with the aid of the group (if required), must move an injured student to a safe place. In this situation, the Instructor will be required to use all resources available to conduct the evacuation of the casualty. The Contractor is to notify the AT Liaison Officer immediately regarding the location and severity of the injured soldier.
- c. **Very Serious Injury.** A very serious injury (VSI) is an injury which requires immediate emergency evacuation from the point of injury, directly to a hospital by the rescue services. In this situation, the Contractor is to inform the AT Liaison Officer as soon as possible of the incident and where the casualty has been taken (i.e. Hospital/Doctor's Surgery).
- d. **Death.** In the event of the death of a student, the Contractor is to inform the AT Liaison Officer immediately. Further direction and guidance will be given by the AT Liaison Officer
- e. **Near Miss.** In the event of a "Near Miss", the Contractor is to inform the AT Liaison Officer on completion of training.

Command and Control

14. All communications and correspondence associated with the routine running of Exercise PRAIRIE TORNADO (including any technical aspects) must be staffed through AT Liaison Officer in the first instance. All issues related to the administration of the contract are to be staffed through a PWGSC representative.

All students, irrespective of military rank, come under the complete command and control of the Contractor from the start of training until its completion. Any behavior deemed unsafe or inappropriate by the Instructor should be brought to the attention of the AT Liaison Officer. In extremes, an individual may be excluded temporarily from that activity or and only following agreement from the AT Liaison Officer permanently removed from the activity.

Technical Standards

15. This SOW is designed to cater for British Military personnel only. The Contractor must comply at all times with MOD and appropriate Federal/Provincial and Municipal regulations in providing the required Guide & Instructor support to the BATUS AT programme. The Contractor must ensure it utilizes only safe places in which to conduct activities, which (on occasion) due to changes in regulatory standards and Provincial codes, could result in a change of requirement at the point of delivery. If this occurs the Contractor will be mandated to comply with the highest standard required. Any additional standards or amended regulations/codes requires by the MOD identified after this contract is let, will be funded by the MOD and not the Contractor.

Details of technical standards required of instructors and their instructional techniques in support of all activities have been taken from the Joint Service Adventurous Training Scheme (JSAT)7, Association of

Canadian Mountain Guides (ACMG) Scope of Practice, International Federation of Mountain Guides Association (IFMGA) Guidelines, Technical and Professional Guidelines of the British Canoe Union (BCU), Paddle Canada, and Whitewater Canada, Mountain Bike Awards Scheme (MIAS), Mountain Bike Coaching UK (MBCUK) and Professional Mountain Bike Instructors association (PMBI).

The Contractor is to conduct the training in order to achieve the 'Aims of AT' as laid down in the Joint Service Publication (JSP) 419 and to meet all activities as stated in Para 7.

Qualifications

16. The supplier is to submit to AT LIAISON OFFICER a list of all regular and potential guides/instructors with a copy of their individual qualifications and first aid certificate at the start of the contract. The individual qualifications required for each course are laid out in the Activities, item 7.

Equipment

17. The supplier is responsible for the provision of and must provide all technical and safety equipment to support the delivery of Activities, item 7.

18. The supplier is responsible for the security, cleaning, drying and transportation of all clothing and equipment associated with Activities, item 7. Drying facilities MUST be able to accommodate to 24 students. The cleaning of equipment is to adhere to any Federal or Provincial Covid Protocol.

Assurance

19. The supplier is to ensure their AT activities are safe and have robust Safety Management Systems (SMS) in place, in order to reduce any risks to as Low as Reasonably Practicable (ALARP). The 4 elements of the Safe Systems of Training should be used to confirm the activity is safe:

- a. **Safe Persons.** Provide evidence to ensure all instructors are suitably qualified, experienced and current in the activity.
- b. **Safe Equipment.** Ensure all equipment is fully serviceable, well maintained and safe for use. This should include Person Protective Equipment records and evidence of checks to ensure the equipment meets the UK CE or ISO standards.
- c. **Safe Place.** Ensure the areas used are a safe and suitable environment for the level of students and activity to be taught.
- d. **Safe Practice.** Evidence to support the Safety Management Systems which must include but not limited to:
 - (1) Robust emergency and incident response plan.
 - (2) Communications plan.
 - (3) Activity and area risk assessments.
 - (4) Induction and moderation process to ensure all staff are trained in all eventualities.

Assurance visit

20. The supplier will agree to the Army AT Group conducting an assurance visit before overall training begins and during training sessions. The intent of an assurance is to identify risk and to confirm that the Training Providers is "Safe", share good/current practice in the interest of continuous improvement.

Clothing

21. BATUS is responsible for the provision of suitable clothing (including suitable footwear) in support of each activity, all technical clothing/equipment is to be supplied by the supplier. An agreed technical clothing/equipment requirement for each activity will be confirmed between AT LIAISON OFFICER /SMI AT CTG and the supplier following Contract award and prior to each season.

Transport

22. BATUS will provide all transport for students from CFB Suffield to the accommodation location at the beginning of the AT package and from accommodation location to CFB Suffield at the end of the AT package. AT provider to provide all transport moves during AT package (Accommodation location is to be determined). The additional requirements are to be considered:

- a. Transport must meet the minimum safety standard excepted by British Military for personnel exercising overseas.
- b. All drivers must be fully licensed, insured and qualified to operate the equipment in question.
- c. Proof of an operating license to include appropriate insurance cover for the commercial carriage of personnel shall be provided upon request by the Technical Authority.
- d. The supplier is fully responsible for all maintenance on the motor coaches / highway cruisers.
- e. Motor coaches / highway cruisers are to be fully equipped with required safety devices (e.g. Fire extinguishers and first aid kits).
- f. All fuel, maintenance and qualified drivers are to be provided by the supplier.
- g. No cost shall be incurred by DND for travel from the supplier's location to the accommodation.
- h. Motor coaches / highway cruisers must provide adequate storage for all equipment associated with the activities being conduct in para 7.
- i. Removal of broken-down motor coaches / highway cruisers and replacement for breakdowns will not be paid for by Canada and are the responsibility of the supplier. Should a bus breakdown charges will cease immediately until a replacement unit arrives. No delivery charge or wait time will apply to the replacement unit.
- j. Canada reserve the right to inspect and/or reject the supplier's equipment if found to be neglected or in poor working condition (e.g. bald tires, in need of repair etc.) or that does not meet applicable provincial / federal standards for such vehicles.
- k. If the supplier must subcontract services to a third party in order to meet the requirement of the call up, the call up authority must be notified.
- l. If the supplier is sub leasing a piece of equipment, the supplier must notify the call up authority.
- m. Any conditions normally applied by the supplier and listed in the supplier's rental agreement or acceptance form will not supersede that above listed conditions.

Lecture Facilities

23. The supplier MUST be able to provide lecture facilities for up to 4 groups of 6 personnel, to facilitate the delivery of the theoretical aspects of the formal training statement. Lecture facilities MUST have IT, which is suitable for the delivery of PowerPoint presentations. WiFi connectivity would be beneficial, however not essential.

Solicitation No. - N° de l'invitation
W0142-22X013/A
Client Ref. No. - N° de réf. du client
W0142-22X013

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

Buyer ID - Id de l'acheteur
stn205
CCC No./N° CCC - FMS No./N° VME

Formal Training Statements (FTS)

24. The FTS's underpin the skills and theory-based elements that the leaders should deliver to the students and the standard that the students must meet to pass their course. The leader/instructors qualifications requested ensures that the deliverer is adequately qualified to meet the aims within each FTS. The deliverer will have 40 hours of contact time with their students to fully comply with FTS's. The FTS's will be provided before courses commence.

Insurance

25. The supplier MUST have commercial general liability insurance throughout the duration of the contract not less than CAN \$10,000,000 per incident.

Summary

26. AT makes a significant contribution to military effectiveness, fighting spirit and personal development. AT is on-duty, mandated, military training which, through exposure to challenges and controlled risk, enables Service Personnel to develop the fortitude, rigour, robustness, initiative and leadership necessary to deliver the resilience that military personnel require on operations and during other military tasks. In addition, AT builds teamwork, self-discipline, determination, coordination and courage. AT can also provide balance in the lives of Service Personnel who are subject to the pressures of military commitments and periods of high tempo operations, thus it provides an invaluable opportunity for decompression that plays an important part in Service life, which includes recruiting and retention. In many cases, AT provides an excellent public image of the Services.

Solicitation No. - N° de l'invitation
W0142-22X013/A
Client Ref. No. - N° de réf. du client
W0142-22X013

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

Rates quoted must include ALL relative costs associated with providing the service in accordance with the Statement of Work, Annex "A", contained herein and remain firm for the period of the Contract.

GST is not to be included in the firm unit prices but will be added to any invoice issued against the Contract.

Estimated usages are for evaluation purposes only and will not form any part of the resulting contract; actual usage may vary from amounts shown and may vary as much as +/- 7 days from dates provided.

Bidders must provide a price for each line item to be considered responsive.

Item	Adventure Training Session	Price per Session per participant (A)	Number of Participants (B)	Total Extended Price per Session (C)
1	Rock Climbing Single Pitch Foundation (RSF)	\$	30	\$
2	Open Canoe 2 Star Foundation (O2F)	\$	30	\$
3	Inland Kayak 2 Star Foundation (K2F)	\$	30	\$
4	Mountain Bike Foundation (MBF)	\$	30	\$
	Total Estimated Price			\$

Pricing MUST be inclusive of Instructor, transportation and equipment.

Pricing is to be in Canadian funds.

ANNEX "C"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance (G2001C)

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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

DND 626 TASK AUTHORIZATION FORM

**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

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 – A	<p>TO THE CONTRACTOR</p> <p>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.</p> <p>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.</p> <p>À L'ENTREPRENEUR</p> <p>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.</p> <p>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.</p>	
Delivery location – Expédiez à	_____ Date for the Department of National Defence pour le ministère de la Défense nationale	
Delivery/Completion date – Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
<p>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.</p> <p>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.</p>		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ANNEX "F"

MANDATORY TECHNICAL EVALUATION CRITERIA

Bids will be evaluated on all Mandatory Technical (MT) Criteria.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

Instructions to Bidders

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder should demonstrate their capability in a thorough, concise and clear manner.
4. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

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Item #	Technical Criteria	Status (M) Mandatory	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column
1	The bidder is to ensure that all instructors hold the relevant qualifications to be able to deliver Activities, item 7 a-d and MUST provide each instructors' CV (Resume), qualifications and first aid certificate as part of the bid.	M		
2	The bidder MUST confirm that they can provide all technical and safety equipment to support the delivery of the Activities, item 7 a-d. Bidder MUST confirm if they own OR will be hiring the equipment. Bidder to include a detailed narrative indicating this AND MUST provide a list of equipment as part of their bid.	M		
3	The bidder is to confirm they have access to a lecture facility as per item 23. Bidder to include a detailed narrative describing the facility and indicating their access.	M		
4	The bidder to provide a detailed narrative of transportation and description of how personnel will be moved to and from Activities, item 7. Bidder MUST confirm that transport and drivers shall meet the criteria indicated in item 17. * Upon award of contract, contractor MUST provide evidence of drivers' qualifications in the form of license and/or certification.	M		
5	Bidder MUST provide a letter indicating they can be insured in accordance with the Insurance Requirements (as per Section 6, Insurance Requirement.)	M		
6	Bidder to confirm their agreement to an Assurance Visit by ATG as per item 20. Bidder to state 'yes' or 'no'.	M		

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ANNEX "G" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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