

National Defence

National Defence Headquarters Ottawa, Ontario K1A 0K2

REQUEST FOR STANDING OFFER DEMANDE D'OFFRES À COMMANDES

RETURN OFFERSS TO: RETOURNER LES SOUMISSIONS À :

Department of National Defence Attn: Christopher Muldoon <u>christopher.muldoon@forces.gc.ca</u> Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

| Title/Titre: | Solicitation No – N° de l'invitation | |
|---|--------------------------------------|--|
| | | |
| MOUNTAIN TRAINING, | W6399-24LO24/A | |
| ACCOMMODATIONS, AND | | |
| ADVISORY SERVICES | | |
| Date of Solicitation – Date de l'invitation | n | |
| | | |
| December 28, 2023 – 28 décembre 2023 | 5 | |
| Address Enquiries to – Adresser toutes | s questions à | |
| | | |
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| | | |
| Telephone No. – N° de téléphone | FAX No – N° de fax | |
| | | |
| 613-990-5234 | | |
| Destination | | |
| | | |
| Specified | d Herein | |
| Précisé dans les présentes | | |
| | | |
| | | |
| | | |

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

| Solicitation | Closes – |
|--------------|-----------|
| L'invitation | prend fin |

At - à : January 29, 2023 / 29 janvier 2023

On - le: 1400hrs / 14h00 EDT

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/I excise taxes and are to be delivered Delivery Duty Paid including all deliv charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

| Delivery required - Livraison exigée | Delivery offered - Livraison proposée |
|---|---|
| See Herein / Précisé | |
| dans les présentes | |
| Vendor Name and Address - Rais | on sociale et adresse du fournisseur |
| | ed to sign on behalf of vendor (type or e autorisée à signer au nom du fournisseur |
| Name/Nom | Title/Titre |
| Signature | Date |



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any Standing Offer resulting from a call-up made pursuant to the Standing Offer.

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

1.2 Summary

1.2.1 This Request for Standing Offer (RFSO) is for a qualified service provider with accommodations and a training facility with projected snow conditions to support alpine touring, ski mountaineering, and avalanche training.

The Identified user is the Department of National Defence (DND).

The period of the Standing Offer is from date of the Standing Offer issuance for a period of three (3) firm years with two (2) one year option periods.

- **1.2.2** The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA), World Trade Organization Agreement on Government Procurement (WTO- AGP).
- **1.2.3** The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Security Requirements

There is no security requirement applicable to this Request for Proposal.

Non-Disclosure Agreement

The Non-Disclosure Agreement contained in Annex "D" must be signed by all personnel that will be performing any work related to the Standing Offer

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The <u>2006</u> (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Offers, is deleted in its entirety and replaced with the following:

Send its offer only to the address specified in the bid solicitation.

- d) Section 06, Late Offers, Is deleted in its entirety;
- e) The text under Section 07, Delayed Offers, is deleted in its entirety and replaced with the following:

It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of offers will not be accepted.

f) Section 08, Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Offeror or Standing Offer Authority. Larger bids may be submitted through more than one e-mail. The Standing Offer Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission. Offerors should not assume that all documents have been received unless the Standing Offer Authority confirms receipt of each document. In order to minimize the potential for technical issues, Offerors are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to the DND will not be accepted.

2.3. Former Public Servant

Standing Offers 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 Standing Offers awarded to FPS, Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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;

2. an individual who has incorporated;

3. a partnership made of former public servants; or

4. 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 Offeror a FPS in receipt of a pension? **YES** () **NO** () If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

a. name of former public servant;

2. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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
- (h) force adjustment program

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 Offeror 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

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy via email)

Section II: Financial Offer (1 soft copy via email),

Section III: Certifications and Additional Information (1 soft copy via email).

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

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

Offerors may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial bid as follows:

Offerors must submit firm prices, Delivered Duty Paid (DDP) at the Department of National Defence Facilities Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3 of the Request for Standing Offers - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "X" 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

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- 4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "B" – Technical Requirements

4.1.2 Financial Evaluation

4.1.2.1 The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at the Offerors' facility Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a Offeror in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Standing Offer.

5.1 Certifications Required with the Offer

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 offer non-responsive.

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2.2 Federal Offerors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Offerors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the <u>Employment and Social Development Canada-Labour's</u> website (<u>http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p_rogram.page?&_ga=1.229006812.1158694905.1413548969</u>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A" Statement of Work.

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2005</u> (2022-12-01) General Conditions - General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the KIng in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that Minister.

6.3.2 Non-disclosure agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement, attached at Annex D, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of Standing Offer award to three (3) years from the date of award inclusive.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Shipping Instructions

Services will be delivered at the location specified in the Statement of Work.

6.4.4 Comprehensive Land Claim Agreements (CLCAs)

The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christopher Muldoon Title: DLP 8-2-6-1 Department of National Defence ADM (Mat) / DGLEPM Directorate: DLP 8 Address: 101 Colonel By Drive, Ottawa, ON K1A 0K2

Telephone: 613-990-5234 E-mail address: christopher.muldoon@forces.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Standing Offer Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Technical Authority <to be completed at SO Award>

The Technical Authority for the Standing Offer is:

| Name: | |
|-----------------|--|
| Title: | |
| Organization: | |
| Address: | |
| Telephone: | |
| Facsimile: | |
| E-mail address: | |

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Standing Offer.

6.5.3 Offeror's Representative <To be completed by Offeror>

Name: _____

Title: _____ Address: _____

Telephone: _____ 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 Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND) / DLP 8 personnel

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call Up Against a Standing Offer, Attachment 1 to Part 7.

6.9 Call-up Procedures

The work to be performed will be on an "as and when requested" basis and will be carried out as follows. Call-ups will be raised by DLP 8 personnel by using the 942 Call-up against a Standing Offer form (Annex "C"):

- 6.9.1 The identified User will provide the Offeror a written notice of required training dates.
- 6.9.2 For all Call-ups from DLP 8, the Offeror will be provided with a description of the work to be performed based on rates from the Standing Offer Basis of Payment table.
- 6.9.3 Upon receipt of a 942 Call-up against a Standing Offer form, the Offeror will acknowledge the 942. The acknowledgement can be in hard copy or by email, but must contain the following: "received and acknowledges Call-up No. _____ and agrees with the cost and time estimated stated in the Call-up".
- 6.9.4 In the event the Offeror does not agree with the cost or time estimate in the Call-up, the Offeror shall contact the Call-up originator to notify its concerns. The parties shall work together to come to an agreement.
- 6.9.5 Upon receipt of the Call-up acknowledgement from the Offeror, the Call-up originator shall place the acknowledgement on the Call-up Standing Offer file.

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of (to be inserted at Standing Offer award) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized. The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions Standing Offers Goods or Services
- d) the general conditions <u>2010A</u> (2022-12-01)
- e) Annex A, Statement of Work;
- f) Annex B, Mandatory Technical Criteria
- g) Annex C, Pricing Schedule;
- h) the Offeror's offer dated _____ (*insert date of offer*)

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.12.2 Federal Contractors Program for Employment Equity - Setting aside

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Contractor will be added to the "<u>FCP Limited Eligibility to Bid</u>" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

6.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

<u>2010C</u> (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

6.4 **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 <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> 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.

e.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** () If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror'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 <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Contractor a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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.

6.5 Payment

6.5.1 Basis of Payment - For Accommodations and Facilities

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm *unit price(s)*", as specified in Annex B, Customs duties are included and Applicable Taxes are extra.

6.5.2 Basis of Payment – For Snowmobiles and Consumable Items (Fuel, acetylene)

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B. 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.5.3 Direct Fuel Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

6.5.4 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

6.5.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s), as per Attachment 2 to Part 3:

- a. Direct Deposit (Domestic);or
- b. Wire Transfer (International Only)

6.6 Invoicing Instructions

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

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer.

6.7 Insurance

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

6.8 Defence Contract

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

6.9 Foreign Nationals

SACC Manual clause <u>A2000C</u> (2006-06-16), Foreign Nationals (Canadian Offeror)

SACC Manual clause <u>A2001C</u> (2006-06-16), Foreign Nationals (Foreign Offeror)

ANNEX "A" STATEMENT OF WORK MOUNTAIN TRAINING, ACCOMMODATIONS AND ADVISORY SERVICES

1. REQUIREMENT

This Statement of Work (SOW) defines the scope and deliverables for the training facility; accommodations, meals, classroom/meeting space, mountain advisory services, meals and transportation services.

2. BACKGROUND

The Department of National Defence (DND) has a requirement for a training facility in Canada that offers accommodations for up to 40 Canadian Armed Forces (CAF) members participating in back country Ski Training and Avalanche training. The facility must offer accommodations, meals, classroom or meeting space, mountain guide services and transportation services to the back country.

3. LOCATION

The facility must be located in Canada and have projected snow conditions to support alpine touring, ski mountaineering and avalanche training. The minimum snowpack measured at the facility's main building must be one meter as of the 1st of November.

4. SCOPE OF SERVICES REQUIRED

4.1 TRAINING FACILITY

For each training period, the Facility must provide exclusive use to CAF members for the following:

- a. A backcountry ski area with elevation reaching up to 10,000 feet Mean Sea Level (MSL);
- b. A minimum of 200 square kilometers of skiable mountain terrain to include below treeline, alpine and glacier terrain for alpine touring ski mountaineering;
- c. A training facility with projected snow conditions to support alpine ski touring, mountaineering, and avalanche training;
- d. An outdoor setting for controlled live small arms weapons training, however with no requirement for a range;
- e. A training area that includes a complex terrain, not suitable for walking, that will require the use of climbing techniques;
- f. One classroom/meeting space including whiteboard, computer/projection system capable of supporting PowerPoint and video files, and tables and chairs for up to 40 CAF members available from 0800-2100hrs daily;
- g. Classroom/meeting space and training facility for up to 40 CAF members available to support the Canadian Avalanche Association (CAA) Avalanche Rescue and Awareness Training;
- h. Access to ski tuning facility with bench equipment, adjustment tools, and waxing hardware for instructional sessions for up to 40 CAF member during instruction and bench demonstrations;
- i. Access to a room designated for first aid medical support, containing a minimum of

one table and all related medical equipment in support of Workers' Compensation Board Occupational First Aid (WCB OFA) Level 3;

- j. Access to weather plot instrumentation for weather advisory information. Weather plot equipment must be in accordance with CAA Observation Guidelines and Recording Standards;
- k. Access to a personal equipment storage area, minimum size 300 square feet heated that can accommodate equipment for up 40 CAF members with 100 litres of equipment per person. The area must provide space as well as hooks to hang equipment in open air for drying purposes;
- I. Access to a group equipment storage area, minimum size 100 square feet to store additional equipment such as but not limited to: climbing gear, ruck sacks, duffel bags, and ropes. The area must provide space as well as hooks to hang equipment in open air for drying purposes;
- Mathematical maintenance tool and equipment storage area, minimum size 50 square feet that can store vehicle tools, spare parts and other minor vehicle equipment. This storage area must have direct access to an outdoor area that a high-mobility SUV can maneuver close to;
- n. Access to minor and pneumatic tools for vehicle and equipment repair, including as a minimum an arc or Metal Inert Gas (MIG) welder, acetylene torch and impact drivers (metric and/or imperial).

4.2 MOUNTAIN GUIDE SERVICES

The Offeror must provide up to two (2) Full Mountain Guides and up to four (4) Subordinate Mountain Guides at the time of Call Up. Offeror must provide resume and certifications for proposed mountain guide upon call-up or requested quote for DND review and pre-approval.

4.2.1 The Full Mountain Guide must:

- a. Be certified Full Mountain Guide by the Association of Canadian Mountain Guides (ACMG);
- b. Be certified by the International Mountain Guides Association (UIAGM);
- c. Have acted as a Ski Guide within British Columbia and Alberta;
- d. Be qualified by the Canadian Avalanche Association (CAA) to deliver AST Levels 1 and 2 courseware. This will be coordinated by the TA and CAA;
- e. Be certified level II instructor(s) with the Canadian Avalanche Association (CAA).

4.2.2 The Subordinate Mountain Guide(s) must:

- a. Be certified Ski Guide by the Association of Canadian Mountain Guides (ACMG); and
- b. Be qualified by the Canadian Avalanche Association (CAA) to deliver AST Levels 1 and 2 courseware. This will be coordinated by the TA and CAA.

4.2.3 Mountain Guide Tasks:

- a. Provide ski coaching training to military staff:
- b. Provide ski instruction to military students:
- c. Assist military instructors during the Avalanche Safety Training
- d. Advise and assist the DND TA during the conduct of the course.
- e. Assist the DND TA on all topics relating to ski mountaineering / touring and how to adapt or update techniques used by the Canadian Armed Forces.
- f. Resource planning and control as directed by the DND TA;

- g. Advise the DND TA on risk management; and
- h. Liaison with Parks Canada, and other agencies/organizations in regards to training locations authorities and other coordination directed by the DND TA.

4.2.4 Constraints:

- a. The Mountain Guide and any sub-Offerors are expected to act professionally, respect rank, fostering a climate of respect and a positive learning environment.
- b. The Offeror must provide resume and certifications for proposed mountain guide upon call-up or requested quote for DND review and pre-approval.

4.3 ACCOMMODATIONS

The Offeror must provide up to 20 double occupancy rooms (sofa beds, murphy beds, cots, or any other type of temporary bed are unacceptable) to accommodate up to 40 CAF members for each training period. Each room must have its own washroom facility.

- **4.3.1** Laundry Room located inside the facility that contains at least two (2) serviceable washers and three (3) serviceable dryers for individual loads;
- **4.3.2** Janitorial Services: The Offeror must provide janitorial services for the accommodation facility. Janitorial services must be provided a minimum of three times per week, during weekdays, between the hours of 0900hrs and 1600hrs local time.

4.4 MEALS:

- a. The Offeror shall provide three (3) served meals per day (breakfast, lunch, dinner), and a small meal for up to 40 CAF members during each training period.
- All meals services must be provided in accordance with the standard, meal requirements (Appendix 1) and the standard portion size per meal.
- b. The Offeror must provide the proposed menu to DND for approval, no less than ten (10) days prior to the commencement of a training event.
- c. All breakfast and dinner meals must be served by the Offeror at a dining facility which is part of the accommodations facility.
- d. The Offeror must also be able to provide lunches in a disposable and transportable individual container. DND will advise the Offeror no less than 48 hours in advance for any packed lunch meal requirements.
- e. Small meals must be set out and/or refrigerated and made available to personnel at the specified time mutually agreed upon by DND personnel and the Offeror in the kitchen facility for self-serve by CAF members.
- f. The Offeror must provide alternative meal options/substitutions to personnel with allergies, intolerances, religious restrictions, etc. DND will advise the number and type of food restrictions when confirming final personnel numbers to the Offeror.

4.5 TRANSPORTATION

- **4.5.1** Transportation must be economical, fast and efficient to move CAF members to final destination from drop off point.
- **4.5.2 Snowcat Vehicles:** Offeror must provide transportation for up to 40 CAF members on snowcat vehicles between the accommodations and training areas (back country) for the entire training period. Exact point of pick-up and drop off and timings will be confirmed on site by the identified technical Authority (TA). Snow cat trails must be usable prior to DND arriving in location.
- **4.5.3** Snowmobiles: Daily access to four (4) snowmobiles, including fuel, recovery and maintenance.

5.0 OFFEROR'S RESONSIBILITIES:

The Offeror must provide Points of Contact for following:

- a. <u>Training and Safety representative</u>: support to training and safety as needed daily to discuss complex terrain options with the designated DND TA and how they relate to designing training options in the designated training location. Compensation Board Occupational First Aid (WCB OFA) Level 3.
- b. <u>A Offeror representative:</u> to liaise with the DND TA to ensure all areas in use meet the necessary standards for training safety.
- c. <u>Logistic Coordinator</u>: The Offeror must provide one person to discuss daily transportation to and from the training area (including the use of snowmobiles and snowcat vehicles). And the coordination of all lodging and ration issues. (This may or may not be the same person as the Offeror and/or training and safety representative).
- d. <u>Weather Plot Instrumentation</u>: Access to weather plot instrumentation for weather advisory information. Weather plot equipment must be in accordance with CAA Observation Guidelines and Recording Standards.
- e. <u>Safety Certification</u>: All Offeror training support staff must hold current certifications for Workers'

6.0 DND SUPPORT

- a. DND will provide security for all weapons and ammunition for any live fire training within the storage facility provided by the Offeror.
- b. DND will follow specific rules for private land controlled shooting

7.0 SECURITY AND PRIVACY

- a. The Offeror must provide to the DND Point of Contact (POC) all records and documentation (including, but not limited to, written documentation, photographs, and video recordings, electronic or otherwise) related to the nature of this service and the identities of all DND personnel and their equipment involved.
- b. The Offeror must not retain, publish, print, or otherwise distribute records and/or copies of any of the above.
- c. The Offeror may however, retain the first and last names and emails of those individuals who successfully complete the training period.

8.0 LANGUAGE

All instruction must be provided in English.

9.0 CANCELLATION

DND reserves the right to cancel any requested training serial fourteen (14) calendar days or more in advance of the scheduled training date.

APPENDIX 1 TO ANNEX A - STATEMENT OF WORK

STANDARD PORTION SIZE PER MEAL

The following list outlines the standard requirements and portion sizes for all meals provided by the Contractor:

| BREAKFAST | | | |
|---|--|--|--|
| Fruit | 2x80g (raw)/person | | |
| Bacon | 150g cooked | | |
| Eggs | 2/person | | |
| Sausage | 150g cooked | | |
| Cheese | 100g | | |
| Yogurt | 175ml | | |
| Bread (white, brown, multi-grain) | 2 slices/person | | |
| Breakfast vegetable (i.e. Beans, grits, etc.) | 90g | | |
| Breakfast starch (i.e. Potatoes, etc.) | 100g | | |
| Cereal (granola, corn flakes, bran flakes) | 250g | | |
| Coffee | 500ml | | |
| LU | INCH and DINNER | | |
| Soup/Chili | 375ml | | |
| Steaks and chops (bone in) | 375g (raw) | | |
| Chicken pieces (bone in) | 412.50g (raw) | | |
| Steak | 337.50 g (raw) | | |
| Boneless meat/poultry | 315g cooked (270g raw) | | |
| Fish (steaks, fillet) | 315g (raw) | | |
| Fish (battered) | 315g (cooked) | | |
| Stews | 450g (cooked) (375ml ladle) | | |
| Casserole dishes | 450g (cooked) (375ml ladle) | | |
| Pasta w/ sauce (main entrée) | 315g of pasta, 262.50ml of sauce | | |
| Three decker sandwich | 1 each (135g of meat total) | | |
| Hamburger | 1 each (250.5g raw) | | |
| Hot dog | 120g (2 ea. @ 60g or 1 ea. @ 120g) | | |
| Pizza | 2 ea. (2/6 of a 40cm diameter pizza) 360g | | |
| Tacos | 3 ea. | | |
| Burritos | 1 ea. (315g) | | |
| Submarine (21cm long) | 1 ea. (135g sliced meat or 165g mixed filling) | | |
| Sandwich | 1 ea. | | |
| Sandwich filling – salad | 165g | | |

| Sandwich filling – sliced meat | 135g | | |
|-------------------------------------|--|--|--|
| Sliced meat – for cold plate | 135g | | |
| Starch item – potatoes, rice, pasta | 187.50g (cooked) (2 ea. 187.50ml spoon, 2 ea. #16 scoop) | | |
| Vegetables | 135g (187.5ml spoon) | | |
| Salad items | 9" bowl or 12" plate | | |
| Canned fruit | 262.5ml | | |
| Fresh fruit (individual) | 2 ea. | | |
| Fresh grapes/berries/sliced fruits | 187.5 ml or 135g | | |
| Pudding | 187.5ml | | |
| Jell-O | 187.5ml | | |
| Ice cream | 187.5ml | | |
| NON- ALCOHOLIC BEVERAGES | | | |
| Juice | 375ml | | |
| Milk | 375ml | | |
| Fruit Drinks | 375ml | | |
| Hot Beverages | 375ml | | |
| SMALL MEALS (SPECIFIC | C TIMINGS TO BE REQUESTED UPON CALL-UP) | | |
| Soup/Chili | 375ml | | |
| Three decker sandwich | 1 each (135g meat total) | | |
| Pizza | 2 ea. (2/6 of a 40cm diameter pizza) 360g | | |
| Sandwich | 1 ea. (90g sliced meat or 110g mixed filling) | | |
| Sandwich filling – salad | 110g | | |
| Sandwich filling – sliced meat | 90g | | |
| Sliced meat – for cold plate | 90g | | |
| Fresh Fruit (individual | 1 each | | |

ANNEX "B" EVALUATION PLAN MANDATORY TECHNICAL CRITERIA MOUNTAIN TRAINING, ACCOMMODATIONS AND ADVISORY SERVICES

- Evaluation Methodology The evaluation will be conducted by representatives of Canada on the criteria provided only. Mandatory requirements are identified by the word "must." All mandatory criteria must be met or the Offer submission will be deemed non-compliant. Failure to provide sufficient detail in the Offer submission to evaluate the proposal against the mandatory criteria will also deem the Offer non-compliant.
- 2. All submissions should be typed, preferably on company letterhead.
- 3. To avoid duplication and delays, Offerors should refer to different sections of their Offers by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 4. Canada reserves the right to validate the information provided.

| | | Offerors to complete | DND Evaluation Team to complete | |
|-------|--|---|---------------------------------|----------|
| | Mandatory Evaluation Criteria | Instruction to Offerors | Met/Not Met | Comments |
| MTC.1 | Offerors Location: See Annex A, para 3 The facility must have projected snow conditions to support alpine touring, ski mountaineering and avalanche training. | The Offeror must demonstrate compliance by providing the following for Location: Average Monthly Snowfall in the month of November must be greater than 100 mm (3.9 inches) for three (3) of the past five (5) years. | | |
| MTC.2 | Offerors Training Facility: See Annex A, para 4.1 The Offeror must show capacity to provide a training facility as per Annex A 4.1 | The Offeror must demonstrate compliance by providing the following for Training Facility: 1. The Offeror must clearly demonstrate compliance through use of a legible map with a scale of distance that clearly show: a) The location of the back country ski area (with elevation) b) The location and total distance of Skiable mountain terrain | | |

| | | c) Address of the training facility | |
|-------|--|---|--|
| | | d) Driving distance in kilometers or miles between the three locations mentioned above(a,b,c) | |
| | | e) An outdoor setting for controlled live small arms weapons training (outside of provincial parks and protected areas suitable for controlled shooting), however with no requirement for a range; | |
| | | f) A training area that includes a complex terrain, not suitable for walking, that will require the use of climbing techniques; | |
| | | 2. Rooms and Storage: | |
| | | a) Photos or a pamphlet and attestation that clearly demonstrates Offeror can meet the requirement as stated in para 4.1 (f-m,) of the SOW | |
| | | b) Provide descriptions of compliance with the list of items in para 4.1(f-m) of the SOW. | |
| MTC.3 | Offerors Accommodations: See Annex A, para 4.3 | The Offeror must demonstrate compliance by providing the following: | |
| | The Offeror must provide up to 20 double occupancy rooms (sofa beds, murphy beds, cots, or any other type of temporary bed are unacceptable)to accommodate up | 1. Photos or a pamphlet and attestation that clearly demonstrates Offeror can meet the requirement as stated in para 4.3.1 and 4.3.2 of the SOW | |
| | to 40 CAF members for each training period. | 2. Provide descriptions of compliance with the list of items in para 4.3 of the SOW | |
| | | | |

| | Offerenze Maaley Cas Anney A many 44 | The Offerer must demonstrate compliance but | |
|-------|--|---|--|
| MTC.4 | Offerors Meals: See Annex A, para 4.4 | The Offeror must demonstrate compliance by | |
| | | providing the following for the meals: | |
| | The Offeror must show capacity to provide | | |
| | the following services: | 1. Photos or a pamphlet and attestation that clearly | |
| | | demonstrates Offeror can meet the requirement as | |
| | b. The Offeror shall provide three (3) | stated in para 4.4 of the SOW | |
| | served meals per day (breakfast, | | |
| | lunch, dinner), and a small meal at a | 2. Provide descriptions of compliance with the list of | |
| | mutually agreed upon time by DND | items in para 4.4 of the SOW | |
| | and the Offeror for up to 40 CAF | | |
| | members during each training period. | | |
| | | | |
| | c. All meals services must be provided | | |
| | in accordance with the standard, meal | | |
| | requirements (Appendix 1) and the | | |
| | standard portion size per meal. | | |
| | | | |
| | The Offeror must provide the | | |
| | proposed menu to DND for approval, | | |
| | no less than fifteen (15) days prior to | | |
| | the commencement of a training | | |
| | event. | | |
| | | | |
| | e. All breakfast and dinner meals must | | |
| | be served by the Offeror at a dining | | |
| | facility which is part of the | | |
| | accommodation's facility. | | |
| | | | |
| | f. The Offeror must also be able to | | |
| | provide lunches in a disposable and | | |
| | transportable individual container. | | |
| | DND will advise the Offeror no less | | |
| | than 48 hours in advance for any | | |
| | packed lunch meal requirements. | | |
| | · · | | |
| | g. Small meals must be set out and/or | | |
| | refrigerated and made available to | | |
| | DND personnel for self serve at a time | | |
| | mutually agreed upon by the Offeror | | |
| | and DND | | |

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| MTC.5 | Offerors Transportation: See Annex A, para 4.5 | The Offeror must demonstrate compliance by providing the following for Transportation: | |
|-------|--|--|--|
| | The Offeror must show capacity to provide transportation as per para 4.5 of the SOW: | Provide descriptions of compliance with the list of items in para 4.3 of the SOW | |
| | a. Snow Cat Vehicles: Offeror must provide transportation for up to 40 CAF members on snow cat vehicles between the accommodations and training areas (back country) for the entire training period. | | |
| | b. Snowmobiles: Daily access to four snowmobiles, including fuel, recovery, and maintenance | | |

ANNEX "C" PRICING SCHEDULE

| SERVICE | Fixed Firm "All-Inclusive Rate - CAD (Applicable Taxes not included) | | | | | | |
|---|--|---|--|---|--|--|--|
| SERVICE | Year 1 | Year 2 | Year 3 | Option Year 1 | Option Year 2 | | |
| II-inclusive rate/per day/per person * | This table to be completed by DND at SO award | pleted by DND completed by DND completed by DND | | This table to be completed by DND at SO award This table to be completed by DND at SO award This table to be completed by DND at SO award | This table to be completed by DND SO award This table to be completed by DND SO award This table to be completed by DND SO award | | |
| **Snowmobile now Cat Rental (per machine per hour) | at SO awardat SO awardThis table to beThis table to be | | This table to be completed by DND at SO award This table to be completed by DND at SO award | | | | |
| **Snowcat now Cat Rental (per machine per hour) | | | | | | | |
| Mountain Guide Services (per day/per advisor) | This table to be completed by DND at SO award | This table to be completed by DND at SO award | This table to be completed by DND at SO award | This table to be completed by DND at SO award | This table to be completed by DND a SO award | | |
| Subordinate Mountain Guides(s) (per day/per advisor) | This table to be completed by DND at SO award | This table to be completed by DND at SO award | This table to be completed by DND at SO award | This table to be completed by DND at SO award | This table to be completed by DND SO award | | |

**Direct Fuel Expenses - The Offeror will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION

PRICING SCHEDULE

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

| SERVICE | Fixed Firm "All-Inclusive Rate - CAD (Applicable Taxes not included) | | | | | | | |
|---|--|--------|--------|-------------------------|------------------|--|--|--|
| | Year 1 | Year 2 | Year 3 | Option Year 1 | Option Year 2 | | | |
| All-inclusive rate/per day/per person * | | | | | | | | |
| **Snowmobile now Cat Rental (per machine per hour) | | | | | | | | |
| **Snowcat now Cat Rental (per machine per hour) | | | | | | | | |
| Mountain Guide Services (per day/per advisor) | | | | | | | | |
| Subordinate Mountain Guides(s) (per day/per advisor) | | | | | | | | |
| SUBTOTAL | | | | | | | | |
| SUBTOTAL (Y1+Y2+Y3+OY1+OY2) | | | | | | | | |
| APPLICABLE TAXES | | | | | | | | |
| TOTAL | | | | | | | | |
| Il inclusive rate covers all requirements of t y, per person. Transportation to and from t | | | | n-alcoholic beverages.) | Rate based on pe | | | |

ANNEX "D" - NON-DISCLOSURE AGREEMENT

The Offeror must not, without the prior written permission of the Standing Offer Authority, disclose to anyone, other than an employee or a subOfferor with a need to know, the information or documentation it has access to during the performance of the Work under the Standing Offer. Prior to commencing the Work under the Standing Offer, the Offeror shall require its employees or subOfferors who will be performing Work under the Standing Offer or who are provided access to the Work to sign a Statement of Non-Disclosure in the form set out below.

Non-Disclosure Statement Agreement

I, _______, recognize that in the course of my work as an employee or subcontractor of _______, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _______ between His Majesty the King in right of Canada, represented by the Minister of Public Works and Government Services and _______, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date

ATTACHMENT 1 TO PART 6 - CALL UP AGAINST A STANDING OFFER PWGSC-TPSGC 942

| + | Public Works and Gove Services Canada | mment | Travaux publics et Services gouvernementaux Canada | Call-up Against a Standing Offer Commande subséquente à une offre à commandes | | | | | |
|--|--|------------------------------------|--|--|-----------------------|---|---|---|--|
| Ship to - Expédier à | | | | To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer. | | | | | |
| Suppler | - Fournisseur | | Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tartification établie, et conformément avec les autres conditions stipuées dans l'offre à commandes. Seuis les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes. Secuit me call-up includes security provisions. Securité : La demande comprend des exigences en matière de sécurité. | | | | | | |
| | | | | NO | | | attach a SRCL to the joindre une LVERS | | |
| Invoices | must be sent in accordance with | 1-Les fac | tures doivent être envoyées seion : | | | | | | |
| | The detailed instructions in the Les instructions détaillées da | ns l'offre | à commandes L'adres | dress shown in the " se indiquée dans la | case « E) | opédier à » | | tons below s particulères ci-dessous | |
| Each sh must sh | ipment must be accompanied b ow the following reference numi | y a packi bers. | ng or delivery silp. All involces, bills | of lading and packing slips Financial Coo | | | e(s) - Code financier(s) | | |
| Chaque | expédition doit être accompage | ée d'un t | ordereau d'emballage ou de livrais ent tous porter les numéros de référ | on. Les factures, | | | | | |
| | offer No Nº de l'offre à comm | - | Regulation No | Nº de demande Client Referer | | | nce No. (optional) | | |
| | | | Order. Off Bur. dem. YY - A | A Serial No Nº d | e série | Nº de référence | ce du client (facultatif) | | |
| The res | receptation of the Identified II | | ing the call-up form must indicate | bir or ber oburios | d addrar | This address | will constitute the s | dense most connected | |
| with the Le reprised | e cupply and wiji determine, w Scentant de l'utilicateur décig e à l'approvisionnement et qu | here app né qui ci li déterm | plicable, the place of supply for th gne le formulaire de commande c inera, le cas échéant, le lleu d'ap | lis procurement. subséquente doit in provisionnement p | diquer s our oette | on adresse muni oommande. | iolpale, qui constitu | era l'adresse la plus | |
| Amendment No. Previous Value (\$) Nº de modification Valeur précédente (\$) | | | Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$) | | | Total estimated expenditures or revised Total des dépenses estimatives ou révisées | | | |
| Item No. Nº de Farticle | | | ock No. / Item Description e de l'OTAN / Description de l'article | | U. of I. U. de d. | Quantity Quantité | Unit Price Prix unitaire (\$) | Extended Price Prix calculé (\$) | |
| Special in | structions - instructions particu | lières | | | | | Total | | |
| | | | | | | | | | |
| Name - | | nation, o | all - Pour renseignements suppl | | | téléphore | Delivery required by (YYYY-MM-DD) | Livraison requise le (AAAA-MM-JJ) | |
| Name - | NOT | | | Telephone No. | - Nº 08 | seephone | | - | |
| | For internal purposes on | ly - Pour | usage Interne seulement | Approved for t | he Ministr | er - Approuvé po | ur ie Ministre | | |
| En vert | nt to subsection 32(1) of the Fin | ancial Ad | iministration Act, funds are available stion des finances publiques, des | | | | | | |

 Signature (Mandatory - Obligatore)
 Date (YYY 444-00 - AAAA-446-LI)
 Signature (Mandatory - Obligatore)
 Date (YYY 444-00 - AAAA-446-LI)

 Canadia
 PW38C-TPSGC 942 (01/2014)
 PW38C-TPSGC 942 (01/2014)

ATTACHMENT 2 TO PART 3

ELECTRONIC PAYMENT INSTRUMENTS

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

- () Direct Deposit (Domestic and International);
- () Wire Transfer (International Only);