



# **REQUEST FOR STANDING OFFER (RFSO)**

## **CLOSE PROTECTION ADVANCED WEAPONS HANDLING TRAINING**

**for the DEPARTMENT OF NATIONAL DEFENCE (DND)  
Canadian Forces Protective Services Unit (CFPSU)**

Bid Solicitation Number: W8484-15-8370

*Submit Proposals by email to [Nadine Khaddaj](mailto:Nadine.Khaddaj@forces.gc.ca)*

*Email to: [Nadine.Khaddaj@forces.gc.ca](mailto:Nadine.Khaddaj@forces.gc.ca)*

*(DND will confirm receipt of proposal)*

*Submit Inquiries by email to [Nadine.Khaddaj@forces.gc.ca](mailto:Nadine.Khaddaj@forces.gc.ca)*

***RFSO Closing Time and Date: 14:00 EST on 04 May 2015***

*(All proposals must be received by DND by the RFSO Closing Time and 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            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, and the sample PWGSC 942 call-ups against the Standing Offer.

### **1.2 Summary**

The Department of National Defence (DND) Canadian Forces Protective Services Unit (CFPSU) has a requirement for the provision of Close Protection (CP) advanced weapons handling courses for CFPSU members as follows: Advanced Weapons Handling train the trainer seven (7) day course and Advanced Weapons Handling CQB Refresher Training three (3) day course. Training requirements will be called up on an “as and when requested” basis.

The period of the Standing Offer will be for one (1) year from date of award, plus two (2) one (1) year option periods.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#), Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.



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The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **1.3 Security Requirements**

This requirement is Unclassified and there is no security associated with this requirement.

### **1.4 Debriefings**

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



## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the RFSO by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-09-25) 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 exceptions:

- a) Section 01, Integrity Provisions, is deleted in its entirety and replaced by:

By submitting an Offer, the Offeror certifies that it complies with the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms. The Offeror also certifies that it complies with the terms of section 18 of the *Government Contracts Regulations*, (SOR/87-402).

- b) Section 02, Procurement Business Number is deleted in its entirety.

- c) Section 05, Submission of Offers – Subsection 2(d) is deleted and replaced by:

It is the Offeror's responsibility to:

- (d) send its offer only to the Department of National Defence (DND) organization receiving the bids as specified on page 1 of the RFSO.

- d) Section 06, Late Offers is deleted in its entirety.

- e) Section 07, Delayed Offers is deleted and replaced by:

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 bids will not be accepted.

- f) Section 08, Transmission by Facsimile deleted in its entirety.

- g) Section 20, Further Information is deleted in its entirety.

### 2.2 Submission of Offers

Offers must be submitted only to the Department of National Defence (DND) Canada by the date, time and place indicated on page 1 of the RFSOs.

### 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 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;
- 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 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 [Contracting Policy Notice: 2012-2](#) 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 force adjustment program.

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

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

#### **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 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, one soft copy submitted by email
Section II:	Financial Offer, one soft copy submitted by email
Section III:	Certifications, one soft copy submitted by email
Section IV:	Certificate of Insurance, one soft copy submitted by email
Section V:	Additional Information

**3.1.1. Electronic Submissions:** Individual e-mails exceeding 5 megabytes or that include other factors such as imbedded macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Offeror or the DND. Larger proposals may be submitted through more than one e-mail. The DND Standing Offer Authority will send an email acknowledging receipt of the proposal. It is the Offeror's responsibility to ensure that the DND point of contact has received the entire submission. The format of the offer must be in either MS Office or PDF format.

#### **Section I: Technical Offer**

**3.1.2.** Offerors must submit their technical offer in accordance with PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, **section 4.1.1** of this RFSO.

**3.1.3.** 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**

**3.1.4.** Offerors must submit their financial offer in accordance with the Bidder's Pricing Table at PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, **section 4.1.2** of this RFSO. The total amount of Applicable Taxes must be shown separately.

**3.1.5.** The Technical Offer and the Financial Offer must be submitted as separate documents and no financial information should appear in the Technical Offer.

**3.1.6.** For evaluation purposes, to ensure consistency of the evaluations, all foreign currency proposals will be converted to Canadian dollars, using the Bank of Canada exchange rate on the bid closing date.

**3.1.7.** The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

**3.1.8.** In the Financial offer, the Offeror shall include All-inclusive Rates for the provision of services, as described in the Statement of Work. When calculating the Rates, Offerors should consider all potential extra costs to facilitate training as set out in the **Annex A, SOW**).

**3.1.9.** Exchange Rate Fluctuation: The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.



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**Section III: Certifications**

**3.1.10.** Offerors must submit the certifications required under **Part 5** of this RFSO.

**Section IV: Certificate of Insurance**

**3.1.11.** Offerors must submit the Certificate of Insurance required under **Part 6** of this RFSO.

**Section V: Additional Information**

**3.1.12.** Non-Disclosure Agreement: Offerors must submit a completed and signed copy of **Appendix 1**, Non-Disclosure Agreement. One soft copy must be submitted by email.

**3.1.13.** Information on Proposed Organisation: Offerors must submit a completed and signed copy of **Appendix 2**, Information of Proposed Organisation. One soft copy must be submitted by email.

**3.1.14.** Confidentiality Agreement Form: Offerors must submit a completed and signed copy of **Appendix 3**, Confidentiality Agreement Form. One soft copy must be submitted by email.



## 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 RFSOs 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

The Offeror must complete [Appendix 4](#), Mandatory Technical Criteria

##### 4.1.1.2 Point Rated Technical Criteria

The Offeror must complete [Appendix 5](#), Point Rated Technical Criteria

#### 4.1.2 Financial Evaluation

The Offeror must complete [Appendix 6](#), Financial Evaluation Criteria

### 4.2 Basis of Selection

4.2.1 Selection will be based on the lowest price per point.

4.2.1 To be declared responsive, an offer must:

- a. comply with all the requirements of the RFSOs;
- b. meet all mandatory technical evaluation criteria;
- c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.

4.2.2 Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.

4.2.3 Tie-break: In the event two or more responsive offers have the same lowest evaluated price per point, the proposed Offeror with the most years of experience for MT1.1 will be selected. Should there still be a tie; the proposed Offeror with the most years of experience for MT1.2 will be selected.

4.2.3 The table below illustrates an example where the selection of the Offeror is determined by the lowest price per point basis of selection. The lowest price per point is calculated from a ratio of the technical points scored in relation to the estimated price for each compliant offer as evaluated. Since  $\$220,000 / 45 = 4,888$  and is the lowest price per point of the three Offerors, Company B is selected.

Requirement	Company A	Company B	Company C
Technical Score over 60 points	60	45	30
Proposed Price	\$300,000	\$220,000	\$200,000
Price Per Point	5,000	4,888	6,666



## **PART 5 - CERTIFICATIONS**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### **5.1.1 Federal Contractors 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 Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

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.

#### **5.1.2 Additional Certifications Precedent to Issuance of a Standing Offer**

##### **5.1.3.2 Status and Availability of Resources**

The Offeror must provide certification as per SACC Manual clause [M3020T](#) (2010-01-11)



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

### **6.1 Security Requirements**

This requirement is Unclassified and there is no security associated with this requirement.

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex C**.

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



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at **Annex A**.

#### **7.2 Security Requirements**

a) There is no security requirement applicable to this Standing Offer.

#### **7.3 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 *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.

##### **7.3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen 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.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from (date of Standing Offer award) to (one year from date of Standing Offer award).

##### **7.4.2 Extension of Standing Offer**

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

#### **7.5. Authorities**

##### **7.5.1 Standing Offer Authority**



The Standing Offer Authority is:

Department of National Defence  
*Contact:* Nadine Khaddaj, D Maj Proc 7-2-4  
Email : [nadine.khaddaj@forces.gc.ca](mailto:nadine.khaddaj@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 Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **7.5.2 Technical Authority**

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### **7.5.3 Offeror's Representative**

*(To be inserted at issuance of the Standing Offer).*

### **7.6 Proactive Disclosure**

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

### **7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Directorate of Major Procurement Services, D Maj Proc 7 group.

### **7.8 Call-up Instrument**

All Work will be authorized or confirmed by the Identified User(s) using form PWGSC 942, call-up against a Standing Offer. An example of a PWGSC 942, call-up against a Standing Offer form is provided at [Annex D](#)

### **7.9 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) (Applicable taxes included)* 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 four (4) 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.



## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_: as clarified on \_\_\_\_\_, as amended on \_\_\_\_\_ (to be inserted at date of Standing Offer award).

## 7.11 Certifications

### 7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 7.11.2 SACC Manual Clauses

M3020C (2010-01-11) Status and Availability of Resources, apply to and form part of the Standing Offer.

## 7.12 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.

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of all call-up contracts, under any resulting Standing Offer, with the following modifications:





- a) The definition of “Minister” will be the Minister of National Defence.
- b) 2035 41 (2014-09-25) Integrity Provisions - Contract is hereby deleted and replaced with the following:

#### **Code of Conduct for Procurement:**

The contractor certifies that it has read the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html) and agrees to be bound by its terms. (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>)

#### **7.2.2 Supplemental General Conditions**

4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information - apply to and form part of the Contract.

#### **7.2.3 Confidentiality**

- a) The Contractor must keep confidential all information and material contents disclosed or covered during the training, as well as all information provided to the Contractor by or on behalf of Canada in connection with the Work.
- b) Subject to the Access to Information Act , R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- c) The obligations of the Parties set out in this section do not apply to any information where the same information:
  - (i) is publicly available from a source other than the other Party; or
  - (ii) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
  - (iii) is developed by a Party without use of the information of the other Party.

#### **7.3 Term of Contract**

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

##### **7.3.1 Period of the Contract**

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

#### **7.4 Proactive Disclosure**

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

#### **7.5 Payment**

##### **7.5.1 Basis of Payment**



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm price*, as specified in [Annex B](#), Basis of Payment. *Customs duties are included and Applicable Taxes are extra, if applicable.*

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.

### **7.5.2 Limitation of Price**

SACC *Manual* clause [C6000C](#) (2011-05-16) Limitation of Price - apply to and form part of the Contract.

### **7.5.3 Single Payment**

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment - apply to and form part of the Contract.

## **7.6 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the [2035](#) (2014-09-25), General Conditions - Higher Complexity - Services. Invoices cannot be submitted until all work identified in the invoice is completed.

## **7.7 Insurance Requirements**

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

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

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



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**LIST OF ANNEXES TO PART 3 (BID PREPARATION INSTRUCTIONS):**

APPENDIX 1

Non-Disclosure Agreement

*(see attached document)*

APPENDIX 2

Information of Proposed Organisation

*(see attached document)*

APPENDIX 3

Confidentiality Agreement

*(see attached document)*

**LIST OF ANNEXES TO PART 4 (EVALUATION PROCEDURES AND BASIS OF SELECTION):**

APPENDIX 4

Mandatory Technical Criteria

*(see attached document)*

APPENDIX 5

Point Rated Technical Criteria

*(see attached document)*

APPENDIX 6

Financial Evaluation Criteria

*(see attached document)*

**LIST OF ANNEXES TO PART 6 (SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS)**

ANNEX "C"

Insurance Requirements

*(see attached document)*

**LIST OF ANNEXES TO PART 7 (STANDING OFFER AND RESULTING CONTRACT CLAUSES)**

ANNEX "A"

Statement of Work

*(see attached document)*

ANNEX "B"

Basis of Payment

*(see attached document)*

ANNEX "C"

Insurance Requirements

*(see attached document)*

ANNEX "D"

Call-up Form PWGSC-TPSGC 942

*(see attached document)*