

**Solicitation Closes - L'invitation prend fin
at - à 14:00 PM
on - le 12 May 2015**

Eastern Standard Time (EST)
Heure Normal de l'Est (HNE)

**REQUEST FOR STANDING OFFER (RFSO)
DEMANDE D'OFFRE À COMMANDE (DOC)**

Proposal To: Department of National Defence

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

Proposition aux: Ministère de la Défense nationale (MDN)

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

Comments – Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT – SEE PART 6

Issuing Office - Bureau de distribution

[Director Services Standing Offering (D Svcs C 4)/
Direction des contrats de service (DC Svc 4)]

Title – Sujet	
Paramilitary Exercise Simulation Services	
Solicitation No. - N° de l'invitation DND-14/0012756	
Date 1 April 2015	
Reference No. – N° de référence du client W6399-13-EB25	
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:	
By Email/par courriel à :	
DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca	
Director Services Contracting/ Direction des contrats de service Attention : Sarada Dutta	
Address Enquiries to: - Adresser toutes questions à:	Sarada Dutta
Telephone No. - N° de téléphone	
Email Address :	sarada.dutta@forces.gc.ca
FOB – FAB	
Destination	
Destination	
National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. 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 Security Requirements Checklist (SRCL), Non-Disclosure Agreement and Call-up Against A Standing Offer Form.

2. Summary

- a. DND has a requirement for an Offeror to provide Paramilitary Role Players, Make-up artist, Special Effects and Pyrotechnician specialists to assist with realistic simulated battlefield exercises on an “as and when requested basis”.
- b. It is intended to result in the award of one Standing Offer for a two (2) -year period, plus three (3) irrevocable options allowing Canada to extend the term of the Standing Offer.
- c. 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), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force.
- d. Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

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

- a. All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.
- b. 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).
- c. 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 modifications

Section 01, **Integrity Provisions – Offer** 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>) 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).

Section 02, **Procurement Business Number** is deleted in its entirety.

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 Department of National Defence (DND) organization receiving the offers as specified on page 1 of the RFSO.

Section 05, Submission of Offers – Subsection 4 is amended as follows:

Delete: sixty (60) days
Insert: Ninety (90) days

Section 06, Late Offers is deleted in its entirety.

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.

Section 08, Transmission by Fax is deleted in its entirety.

Section 20, Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

- a. The “General Conditions – Standing Offers – Goods or Services” used by Public Works and Government Services Canada, Clause ID 2005 (2014-06-26), will form part of any resulting Standing Offer, with the following modification:

-The definition of “Minister” will be the Minister of National Defence.

- b. The “General Conditions - Higher Complexity - Services” used by Public Works and Government Services Canada, Clause ID 2035 (2014-06-26), will form part of all call-ups under any resulting Standing Offer, with the following modifications:
 - The definition of “Minister” will be the Minister of National Defence.
- c. The “Discretionary Audit – Commercial Goods and/or Services)” Clause ID C0705C (2010-01-11), will form part of the Standing Offer and any Standing Offer resulting from the Standing Offer.

2.2 Submission of Offers

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

Due to the nature of the RFSO, transmission of offers by facsimile to DND will not be accepted.

Notes to Offerors: 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 Offering Authority. Larger bids may be submitted through more than one e-mail. The Standing Offering Authority will confirm receipt of documents. It is the Bidder’s responsibility to ensure that the Standing Offering Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Standing Offering Authority confirms receipt of each document. In order to minimize the potential for technical issues, bidders 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.

2.3 Former Public Servant

A3025T (2014-06-26), Former Public Servant - Competitive Requirements apply to and form part of the Standing Offer.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority, indicated on page 1 of the Request for Standing Offers, no later than fourteen (14) business days before the Request for Standing Offer (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

- a. Copies of Bid:** Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (one soft copy)

Section II: Financial Offer (one soft copy)

Section III: Certifications (one soft copy)

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

- c. Format for Offer:** Canada requests that Offerors follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
- (iv) Include a table of contents.

d. Canada's Policy on Green Procurement

The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders are encouraged to:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

e. Submission of Only One Offer from a Bidding Group

1. The submission of more than one (1) Offer from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one (1) bid, Canada will set aside all bids received from members of that bidding group.
2. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability

partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:

- (i) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- (ii) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- (iii) the entities have now or in the two (2) years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (iv) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3. **Joint Venture Experience:** Except where expressly provided otherwise, at least one (1) member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have three (3) years of experience providing maintenance services, and (b) that the Bidder have two (2) years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for three (3) years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totalling three (3) years. Such a response would be declared non-responsive.

3.2 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.

3.3 Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Offers may be submitted in either Canadian dollars (CAD) or US dollars (USD), not both. For evaluation purposes only, any offers submitted in USD will be converted to CAD in accordance with the Bank of Canada rate published on the Solicitation Closing Date.

Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

3.4 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 Offer including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

An Offer must be submitted for both streams. Individual Offers for a single stream will NOT be accepted.

MANDATORY TECHNICAL CRITERIA			
	Mandatory Requirement	Bidder Demonstration of Compliance	Proposal Reference
M1	<p>The Offeror must demonstrate it has supplied paramilitary role players for a minimum of five (5) different exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand.</p> <p>An exercise is defined as follows: - minimum of 5 role players AND - minimum exercise duration is 2 days with at least one (1) exercise of 4 days.</p>	<p>(a) Copies of past Contracts/Standing Offers/Call-ups that demonstrate the delivery of role players.</p> <p>OR</p> <p>(b) A list that details the number of role players provided, the client and the dates of the past instances that demonstrate the delivery of role players.</p>	
M2	<p>The Offeror must demonstrate it has supplied one (1) certified Pyrotechnician for a minimum of 5 different exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand.</p> <p>An exercise is defined as follows: - minimum of 5 role players AND - minimum exercise duration is 2 days with at least one (1) exercise of 4 days.</p>	<p>(a) Copies of past Contracts/Standing Offers/Call-ups that demonstrate the delivery of a certified Pyrotechnician.</p> <p>OR</p> <p>(b) A list that detail the Client (s) and the dates of the past exercises that demonstrate the delivery of a certified Pyrotechnician.</p>	

M3	<p>The Offeror must provide a detailed reliability check plan demonstrating Offeror's personnel screening practices.</p>	<p>A detailed personnel reliability check plan demonstrating the Offeror's method of performing background checks on Exercise participants (e.g. role players, make-up artists, special effects technicians).</p>	
M4	<p>The Offeror must propose one (1) Project Manager who has worked as a Project Manager in a minimum of five (5) different paramilitary role playing exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand.</p> <p>An exercise is defined as follows: - minimum of 5 role players AND - minimum exercise duration is 2 days with at least one (1) exercise of 4 days.</p>	<p>(a) A copy of the proposed resource's resume which clearly details their Project Manager experience in role playing sessions.</p> <p>OR</p> <p>(b) A list of the proposed Resource's previous experiences which clearly details their experience as a Project Manager in role playing sessions.</p>	
M5	<p>The Offeror must demonstrate that it has the capacity to obtain a minimum of ten (10) paramilitary role players each of whom have acted as paramilitary role players in a minimum of five (5) different exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand.</p> <p>An exercise is defined as follows: - minimum exercise duration is 2 days with at least one (1) exercise of 4 days.</p>	<p>A list of ten (10) paramilitary role players demonstrating their experience in role playing sessions and how they meet the criteria.</p>	
M6	<p>The Offeror must demonstrate that it has the capacity to obtain a minimum of one (1) paramilitary role player who have existing amputations as specified in para 3.3.2 of the SOW.</p>	<p>A list of the paramilitary role players with existing amputations and a certification from the Offeror describing the medical condition.</p>	
M7	<p>The Offeror must demonstrate that it has the capacity to obtain a minimum of one (1) make-up artist who has simulated various medical injuries and ethnicities in a minimum of five (5) different paramilitary role playing exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand.</p> <p>An exercise is defined as follows: - minimum of 5 role players AND</p>	<p>(a) A Copy of the proposed resource's resume which clearly details their experience in role playing sessions and how they meet the criteria.</p> <p>OR</p> <p>(b) A list of the proposed resource's previous</p>	

	- minimum exercise duration is 2 days with at least one (1) exercise of 4 days.	experience which clearly details their experience in the role playing sessions and how they meet the criteria.	
M8	The Offeror must submit a description of one of its Battlefield Special Effects in each of the nine (9) sub-sections detailed in Section 3.6 of Annex A (SOW). Each Effect must meet all conditions detailed in Attachment 1 to Annex A.	(a) The Offeror may use Attachment 1 to Annex A in its Offer to describe each one of its Battlefield Special Effects detailed in the nine (9) sub-sections in Annex A, Section 3.6 and how each meet the conditions. OR (b) The Offeror may use its own documentation to describe and demonstrate how each Effect meets the stated conditions as per Attachment 1 to Annex A.	

4.1.2 Point Rated Technical Criteria

- a. Offers which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.
- b. Offers which fail to obtain the required minimum number of points specified will be declared non-responsive.

	Rated Criteria	Bidder Demonstration	Points	Rating Scale
R1	The Offeror has provided paramilitary role players on more than five (5) different exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand. An exercise is defined as follows: -minimum of 5 role players - minimum exercise duration is 2 days.	Offerors should provide: (a) Copies of past Contracts/Standing Offers/Call-ups that demonstrate the delivery of role players. OR (b) A list of the past instances that demonstrate the delivery of role players.	Maximum 25 points	Points allotted as indicated below in excess of 5 exercises. Scoring – Participation in: 5 Exercises - 0 points 6-7 Exercises - 10 points 8-10 Exercises - 20 points >10 Exercises - 25 points

R2	<p>The Offeror's proposal includes paramilitary role players who have participated in more than five (5) different exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand. An exercise is defined as follows:</p> <ul style="list-style-type: none"> -minimum of 5 role players - minimum exercise duration is 2 days. 	<p>Offerors should provide:</p> <p>A list of the proposed paramilitary role players which clearly details their experience in role playing sessions and how they meet the criteria.</p>	Maximum 30 points	<p>Each proposed role player participating in excess of five (5) different exercises within the last two (2) years will be assigned points as follows:</p> <p>Scoring – Participation in:</p> <ul style="list-style-type: none"> 6-9 exercises – 1 point 10-14 exercises – 2 point 15 and over – 3 points
R3	<p>The Offeror's proposal includes role players who are former members of the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand.</p>	<p>Bidders should provide copies of resumes that clearly demonstrate required experience.</p>	Maximum 5 points	<p>1 point per each proposed former military or police force member resource.</p>
R4	<p>The Offeror's proposed Project Manager has participated in more than five (5) different exercises within the last two (2) years to the militaries or police forces of Canada or the United States of America or the United Kingdom or Australia or New Zealand.</p> <p>An exercise is defined as follows:</p> <ul style="list-style-type: none"> -minimum of 5 role players - minimum exercise duration is 2 days. 	<p>(a) Copies of the proposed resources' resume which clearly details the required experience as a Project Manager.</p> <p>OR</p> <p>(b) A list of the past instances that demonstrate the proposed resource's required experience as a Project Manager.</p>	Maximum 20 points	<p>Points allotted as indicated below in excess of 5 exercises.</p> <p>Scoring – Participation in:</p> <ul style="list-style-type: none"> 5 Exercises - 0 points 6 Exercises - 5 points 7-8 Exercises – 10 points 9-10 Exercises – 15 points >10 Exercises - 20 points
R5	<p>The Offeror must demonstrate that it has the capacity to obtain more than one (1) paramilitary role players who have real amputations as specified in para 3.3.2 of the SOW.</p>	<p>A list of paramilitary role players with real amputations and medical evidence (such as medical certificate) describing the medical condition (i.e. amputation).</p>	Maximum 5 points	<ul style="list-style-type: none"> 2 role players - 2 points >2 role players - 5 points
<p>Total Points Rated Criteria Minimum Pass mark is 43 points</p>			85 points	

4.2 Basis of Selection

4.2.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum pass mark 43 out of 85 points for the technical evaluation criteria which are subject to point rating.

4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated cost-per-point may be recommended for award of a Standing Offer.

4.2.3 When there are two or more responsive proposals achieving the identical lowest cost-per-point as a result of the above, the proposal with the highest score in the Rated Criteria Section will be recommended for award of a Standing Offer, if awarded.

4.2.4 Cost of the proposal calculation: The proposal offering Best Value, defined as lowest cost-per-point, will be calculated as follows:

The Cost-per-Point, taken to the second decimal, will be determined as follows:

$$\text{COST-PER-POINT} = \frac{\text{Total Evaluated Price for the Standing Offer including option periods}}{\text{Total Points Scored in Rated Requirements}}$$

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 Offeror in default in carrying out any of its obligations under any resulting Standing Offers, 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 Standing Offer 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 Standing Offer.

5.1 Certifications Required Precedent to Issuance of a Standing Offer

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#) (2014-09-25). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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 (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.

5.2 Additional Certifications Required Precedent to Issuance of a Standing Offer

The certification 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.

5.2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, the Project Manager proposed in its offer will be available to perform

the Work resulting from a Call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.2 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 section 7 of the Part 7B (RESULTING CONTRACT CLAUSES).

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 6 – SECURITY REQUIREMENTS

6.1 Security Requirement

- 6.1.1 Before issuance of a standing offer, the following conditions must be met:
- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 6.1.2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 6.1.3 For additional information on security requirements, offerors should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

Note to the Offerors: It is highly recommended that the Bidders provide the following information with their bids in order for the DND to verify the required security clearance, based on the SRCL and its security clauses mentioned in the RFP, from the Canadian Security Directorate (CISD), Public Works and Government Services (PWGSC) prior to Contract award.

1. **Offeror:** CISD-PWGSC file number, level of security clearance and Expiry date
2. **Project Manager Resource:** Complete Name, CISD/PWGSC file number (or date of birth), level of security clearance and expiry date.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

- 2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:
PWGSC FILE # DND-14/0012756

- a. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- b. The Offeror/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- c. The Offeror personnel requiring access to NATO RESTRICTED information or assets must be citizens of US, Canada or a permanent resident of Canada and EACH hold a valid RELIABILITY STATUS or its equivalent, granted or approved by the appropriate delegated Nato Security Authority.
- d. The Offeror/Offeror personnel MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.
- e. SubStanding Offers which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- f. The Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
 - (b) Industrial Security Manual (Latest Edition).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting Standing Offer(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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

- a. The "General Conditions – Standing Offers – Goods or Services" used by Public Works and Government Services Canada, Clause ID 2005 (2014-09-25), will form part of any resulting Standing Offer, with the following modification:

-The definition of "Minister" will be the Minister of National Defence.

- b. Other General Conditions C0705C (2010-01-11), Discretionary Audit, will form part of any resulting Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under Contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "A ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing Offer award to two (2) years later inclusive [Date to be specified in the resulting Standing Offer.]

4.2 Extension of Standing Offer

The Offeror offers to extend its offer for an additional three (3) 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 fifteen (15) calendar days before the expiry date of the Standing Offer.

5. Authorities

5.1 Standing Offer Authority

[Authorities to be specified in the resulting Standing Offer]

The representative of the Standing Offer Authority is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
E-mail address: _____

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 Offering Authority, he is responsible for any Standing Offeror issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Technical Authority

The Technical Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
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.

5.3 Procurement Authority

The Procurement Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____

The Procurement Authority is responsible for all matters concerning the day-to-day management of the Standing Offer. Any proposed changes to the scope of the Work are to be discussed with the Procurement Authority and Technical Authority, but any resulting change can only be confirmed by a Standing Offer amendment issued by the Standing Offering Authority.

5.4 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____

6. Proactive Disclosure of Standing Offers 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 [Standing Offering Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified Users authorized to make Call-ups against the Standing Offer are DND/D Svcs C and DND/DLP personnel.

8. 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 using the Call-up Against A Standing Offer form (Annex E):

- 8.1 Call-up procedures include the following process as well as the Schedule detailed in Section 6 of Annex A, the Statement of Work.
- 8.2 For all Call-ups from DND, the Offeror will be provided with a description of the work to be performed based on rates from the Offeror’s proposal.
- 8.3 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: “_____ (name of the Offeror) has received and acknowledges Call-up No. _____ and agrees with the cost and time estimated stated in the Call-up”.
- 8.4 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. The D Svcs C Standing Offering Authority can be consulted when agreements are not forthcoming.
- 8.5 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.

9. 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.

10. Limitation of Call-ups

- 10.1 Individual call-ups against the Standing Offer must not exceed \$ [To be indicated in the resulting Standing Offer] (Applicable Taxes included).
- 10.2 For Call-ups valued over \$ [To be indicated in the resulting Standing Offer], including HST, DND person(s) will seek tasking approval from D Svcs C Standing Offering Authority.

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ [To be indicated in the resulting Standing Offer] (Applicable Taxes excluded) 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 months [To be indicated in the resulting Standing Offer] 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.

12. 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 General Conditions 2035 (2014-09-25) General Conditions-Higher Complexity-Services;
- e) Other General Conditions C0705C (2010-01-11), Discretionary Audit
- f) Supplemental General Conditions
- g) Annex "A", Statement of Work;
- h) Annex "B", Basis of Payment;
- i) Annex "C", Security Requirements Check List;
- j) Annex "D", Non-Disclosure Agreement;
- k) Annex "E", 942 Call-up Against A Standing Offer Form
- k) the Offeror's offer dated [Date to be indicated in the resulting Standing Offer]

13. Certifications

13.1 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 Standing Offer 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 Standing Offer for default and set aside the Standing Offer.

13.2 SACC Manual Clauses

M3020C (2010-01-11) - Status and Availability of Resources

A9117C (007-11-30) – T1204 –Direct Request by customer Department

13.3 Non-Disclosure Agreement

The Offeror must obtain from its employee(s) or subOfferor(s) the completed and signed non-disclosure agreement, attached at Annex "D" and provide it to the Procurement Authority before they are given access to information by or on behalf of Canada in connection with the Work.

14. Applicable Laws

The Standing Offer and any Standing Offer 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 contracts resulting from a Call-up against the Standing Offer.

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contract with Former Public Servants

(A3025C (2013-03-21) will be incorporated in the resulting Contract if applicable)

5. Payment

5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$**To be indicated in the resulting Contract**. Customs duties are included and Applicable Taxes are extra.

5.2 Limitation of Expenditure

- a. **Canada's total liability to the Contractor under the Contract must not exceed \$To be indicated in the resulting Contract**. Customs duties are included and Applicable Taxes are extra.
- b. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to

the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- i) when it is 75 percent committed, or
 - ii) four (4) months before the Contract expiry date, or
 - iii) as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,
 - iv) whichever comes first.
- c. If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Travel and Shipping cost:

- a. Travel: For the requirements to travel described in the Statement of Work in Annex A, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside of a radius of 100 kilometers of the "Contractor's place of business" at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the **National Joint Council Travel Directive**; and with the other provisions of the directive referring to "***travellers***", rather than those referring to "***employees***".

All travel must have the prior authorization of the Technical Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All travel in excess of normal business hours will be prorated based on actual hours worked based on a 7.5-hour workday. No overtime and weekend charges will be authorized under the Contract.

- b. Shipping cost for Battlefield Special Effects and materials: The Contractor will be reimbursed, upon submission of an itemized statement supported by receipt vouchers from the original shipping company, for transporting Battlefield Special Effects and any Exercise-related materials to each exercise location.
- c. All payments are subject to government audit. Estimated Cost: \$90,000.00 per year. Custom duty is excluded. Applicable taxes extra.

5.4 Single Payment – Call-up

Canada will pay the Contractor upon completion and delivery of the work, specified in each Call-up, in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Standing Offer have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

- c. the Work performed has been accepted by Canada.

6. Invoicing Instructions

- a. 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.
- b. Each invoice must be supported by:
 - i. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
 - ii. copy of the monthly progress report.
- c. Invoices must be distributed as follows:
 - i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract (Call-up) for certification and payment.

7. Insurance

7.1 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a Contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence;
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor;
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor;
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;

- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to Contractual provisions;
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured;
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's Compensation (WSIB) or similar program);
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy;
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation;
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract;
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor;
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles;
- (n) Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan;
- (o) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft; and
- (p) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice*

234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

7.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

NOTE TO BIDDERS: The following Article will be deleted if the Bidder awarded the Contract is not a joint venture. If the Contractor is a joint venture, this clause will be completed with information provided in its bid:

8. JOINT VENTURE

- 8.1 The Contractor confirms that the name of the joint venture is [name to be specified in the resulting Contract] and that it is comprised of the following members:

[Names to be specified in the resulting Contract]
- 8.2 With respect to the relationship among the members of the joint venture Contract, each member agrees, represents and warrants (as applicable) that:
 - (i) [Name to be specified in the resulting Contract] has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- 8.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

- 8.4** All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 8.5** The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 8.6** The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

9. DEFENCE CONTRACT

SACC Manual Clause A9006C (2012-07-16), Defence Contract

NOTE TO BIDDERS: One of the following options will be specified in the resulting Contract:

OPTION 1:

10. FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

OPTION 2:

10. FOREIGN NATIONALS (FOREIGN CONTRACTOR)

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

ANNEX "A"

STATEMENT OF WORK

1.0 PURPOSE

The purpose of this Statement of Work (SOW) is to define the Tasks and Deliverables that apply to the Standing Offer (SO) for Paramilitary Exercise Simulation Services for the Department of National Defence (DND).

2.0 SCOPE

DND has a requirement for an Offeror to provide Paramilitary Role Players, Make-up Artists, Special Effects and Pyrotechnician specialists to assist with realistic simulated battlefield exercises on an "as and when requested basis."

2.1 Exercise

2.1.1 The typical exercise length for Offeror Personnel will be a minimum of one (1) day up to five (5) days, with the provision for longer when mutually agreeable by both the Offeror and DND. The requirement, exercise length and location will be identified on each call-up.

2.1.2 The exercise location will be in Canada or the Continental USA and their respective Exclusive Economic Zones (EEZ).

2.1.3 Exercises may take place on land and/or on water with the usage of a range of ground vehicles and/or stationary grounded transport or military aircrafts.

2.1.4 Various exercises and training events may dictate the usage of either some or all of SO's elements.

2.1.5 An exercise may be simple or complex, be a one-time or repetitive training event, and have various training objectives.

2.2 Streams

2.2.1 This requirement contains two (2) streams:

- a. Stream 1: in Canada including its Exclusive Economic Zones; and
- b. Stream 2: in the USA including its Exclusive Economic Zones.

3.0 REQUIREMENTS

3.1 Tasks

3.1.1 The Offeror must provide the following to assist with realistic simulated battlefield exercises on an "as and when requested basis":

- a. Project Manager;

- b. Paramilitary Role Players;
- c. Make-up Artists;
- d. Battlefield Special Effects and Pyrotechnician; and
- e. Equipment, Props and Consumables.

3.2 Project Manager

- a. The Offeror must provide a Project Manager to be on-site daily during the exercise as detailed in the call-up.
- b. The Project Manager must serve as the main point of contact during the exercise.
- c. The Project Manager must coordinate, direct and manage the paramilitary role players, make-up artist and pyrotechnician during the exercise.
- d. The Project Manager must attend the site reconnaissance ahead of a scheduled exercise if deemed appropriate by the DND Technical Authority.

3.3 Paramilitary Role Players

3.3.1 The Offeror must provide up to 20 paramilitary role players.

3.3.2. The Offeror must provide a minimum of two (2) paramilitary role players who have real amputations such as:

- a. Missing one limb;
- b. Missing multiple limbs;
- c. Partial amputation; and
- d. Full amputation.

3.3.3 The Offeror must provide paramilitary role players to simulate a wide variety of medical injuries including, but not limited to:

- a. Cuts;
- b. Bleeds;
- c. Blasts;
- d. Partial and full amputations;
- e. Blunt trauma;
- f. Gunshot wounds;
- g. Flailed and pulmonary chest injuries;

- h. Fractures; and
- i. Burns.

3.3.4 The Offeror must provide paramilitary role players to be able to communicate a wide variety of emotions including, but not limited to:

- a. Pain;
- b. Fear;
- c. Hysteria;
- d. Confusion; and
- e. Misinformation.

3.3.5 The Offeror must provide paramilitary role players to act as enemy combatants, such as, but not limited to, terrorists, insurgents or uniformed combatants.

3.3.6 The Offeror must provide paramilitary role players to act as innocent traumatized and/or shocked bystanders.

3.3.7 The Offeror must provide paramilitary role players to depict various ethnic/racial backgrounds either through make-up and special effects or who are of various ethnic/racial backgrounds.

3.4 Make-up Artists

3.4.1 The Offeror must provide make-up artist services.

3.4.2 The Offeror must provide make-up artist/effects to create various simulated medical injuries of the paramilitary role players as detailed in section 3.3.

3.4.3 The Offeror must provide make-up artist/effects to create the required various ethnicities for the paramilitary role players as detailed in Section 3.3.

3.4.4 The Offeror must provide make-up artists who have worked as a make-up artist simulating various medical injuries and ethnicities similar to those detailed in Section 3.3.

3.5 Pyrotechnician

3.5.1 The Offeror must provide a Pyrotechnician to install, activate and oversee the battlefield special effects during the exercise.

3.5.2 The Offeror must provide a Certified Pyrotechnician, ten (10) days prior to the exercise start date, recognized by the appropriate Provincial, Federal and State authority having jurisdiction over the use of explosives in Canada (Stream 1) or the USA (Stream 2).

3.6 Battlefield Special Effects

- 3.6.1 The Offeror must provide battlefield special effects, in compliance with Attachment 1 to the Annex A-Statement of Work, designed to safely simulate highly realistic immersive environments through the integration of the controlled employment of pyrotechnic, visual or mechanical special effects maximizing the stimulation of the participant's human senses of sight, hearing, taste, smell and/or touch. Pyrotechnic special effects must be theatrical effects or proximate pyrotechnics.
- 3.6.2 The Offeror must provide the DND Exercise Director the safety parameters of each effect prior to the issuance of the call up and receive the DND Exercise Director's written approval for use.
- 3.6.3 The Offeror must provide a wide variety of battlefield special effects, in compliance with the Attachment 1 to the Annex A- Statement of Work, including but not limited to:

i. Simulated Improvised Explosive Device (IED):

On Command, the IED device must visually and audibly simulate the detonation of the explosive device;

ii. Simulated Rocket-Propelled Grenade (RPG):

On Command, the RPG device must visually and audibly simulate:

- a. the ignition of the rocket from a firing point;
- b. the rocket flight; and
- c. the detonation of the warhead

iii. Simulated body worn IED:

Operator activated, the body worn IED device must visually represent the device and replicate the detonation without endangering the operator;

iv. Simulated vehicle IED:

On Command, the IED device must visually and audibly simulate the detonation of the explosive device within a stationary vehicle;

v. Simulated mines and explosions:

On Command, the effect must visually and audibly simulate the detonation of the munitions;

vi. Simulated machine gun fire:

On Command, the effect must visually and audibly simulate single burst or multiple bursts of automatic machine gun fire using blank cartridges, compressed gas or pyrotechnics;

- vii. **Simulated indirect fire;**
- viii. **Smoke machine; and**
- ix. **Burnt flesh odour machine.**

3.7 Equipment, Props and Consumables

- 3.7.1 The Offeror must provide all necessary props and equipment to the paramilitary role players including, but not limited to:
 - a. Clothing that depicts the requested ethnicity or prescribed role;
 - b. Simulated weapons that are capable of firing simulation;
 - c. The simulation for the simulated weapons; and
 - d. Communication equipment including hand held radios and cell phones for communication during the exercise.

- 3.7.2 The Offeror must provide all necessary props, equipment and consumables to the make-up artists including, but not limited to:
 - a. Simulated body parts;
 - b. Strap on simulated body parts;
 - c. Simulated bleeding props; and
 - d. Make-up and/or moulage.

- 3.7.3 The Offeror must provide all necessary props, equipment and consumables, necessary to provide the requested battlefield special effects as detailed in Section 3.6.

- 3.7.4 The Offeror must provide personal safety equipment including, but not limited to, ear and eye protection to all of their on-site personnel.

- 3.7.5 The Offeror is responsible for the safety of its Offeror personnel. The Offeror must provide a safety briefing prior to the beginning of all exercises to all of its personnel taking part in the exercise.

- 3.7.6 The Offeror must, as part of the Call-up proposal response, certify that they hold all necessary authorizations with, but not limited to, municipal, provincial, state and federal agencies that regulate explosives in accordance with local by-laws, provincial, state and federal regulations or provide a plan detailing how they would obtain the necessary certification prior to the exercise start date.

3.8 Language Requirements

- 3.8.1 The Project Manager should be fluent in English. Fluent means capable of communicating orally and in writing with minimal errors.
- 3.8.2 Should any Paramilitary Role Players have various linguistic capabilities, they may be used during the training to enhance the simulation.

3.9 Client Support

- 3.9.1 DND will secure all exercise locations.
- 3.9.2 DND will identify a point of contact on each call-up.
- 3.9.3 DND will provide meals, accommodations and transportation for all DND personnel and equipment.
- 3.9.4 DND will be responsible for the safety of its own personnel. DND will provide a safety briefing prior to the beginning of all exercises to all DND personnel taking part in the exercise.
- 3.9.5 DND will provide overhead protection from climatic conditions for the make-up artist during all exercises.

3.10 Constraints

3.10.1 Work Day:

A work day is defined as the time spent on the Tasks listed in Section 3 of the Statement of Work for a period of 7.5 hours.

- a. The execution of the exercises can take place any day of the week, including Saturdays and Sundays, and at any time of day in a twenty-four (24) hour period.
- b. Additional working hours may be required depending on operational requirements.

4 CERTIFICATIONS

- 4.1 The Offeror must obtain from its employee(s) or subOfferor(s) the completed and signed Non-Disclosure Agreement and provide it to the Procurement Authority 10 days prior to the exercise start date.
- 4.2 The Offeror must provide attestations of reliability, ten (10) days prior to the exercise state date, for all proposed resources certifying compliance with the Offeror's Reliability Check Plan. The Reliability Check Plan must be included in each call-up issued by the DND.

5 DELIVERABLES

- 5.1 As part of the Call-up proposal response, prior to Call-up award, the Offeror must provide a list of optional battlefield special effects, props, equipment and services, that are not otherwise specified in/are part of the Standing Offer.

- 5.2 Upon request from DND Technical Authority, the Offeror must provide a report that includes the following:
- a. Project Manager and/or other participants' observations or descriptions of any problems encountered which are likely to require attention by DND;
 - b. Any recommendations from the Offeror, Project Manager and/or other participants relating to the conduct of the work; and
 - c. Lessons Learned.
- 5.3 Unless otherwise specified by the DND Technical Authority, one hard copy and one soft copy of the report shall be provided, to the DND Technical Authority, within fifteen (15) calendar days after each exercise.

6 SCHEDULE

- 6.1 Approximately 4 (four) to 8 (eight) weeks prior to the Exercise, depending on Exercise complexity, DND's Exercise Director or designate will liaise with Project Manager to design, discuss and establish the exercise parameters and schedules of the exercise delivery.
- 6.2 At the time of the Call-Up proposal request, as deemed required, the DND Exercise Director or designate may request, at their discretion, that the Offeror's Project Manager and/or additional Offeror's resources be onsite at the exercise location approximately two (2) to three (3) weeks prior to the exercise start date for reconnaissance of the site. Should a reconnaissance visit be required, the DND Exercise Director or designate will issue a call-up detailing the resources required prior to the visit.
- 6.3 In the event the Offeror is unable to provide the requested services within the requested schedule for reasons that are out of the Offeror's control, the Offeror will consult the TA, as soon as this is determined, in order to establish an acceptable schedule or workaround solution.
- 6.4 Part 7 – Standing Offer and Resulting Contract Clauses, Part A – Standing Offer, Section 8 Call-up Procedures include additional processes to be followed.

7 TRAVEL AND LIVING AND SHIPPING COST

- 7.1 The Offeror will be required to travel to several locations within Canada and the USA and shall be responsible for all arrangements for travel and accommodations of its personnel. Expenses will be reimbursed for any travel and accommodation required outside of a 100km radius of the Offeror's main business address.
- 7.2 All travel will require prior approval of the Technical Authority.
- 7.3 The Offeror will be reimbursed for transporting Battlefield Special Effects materials/equipment to each exercise location.

8 REPLACEMENT OF PROPOSED PERSONNEL

- 8.1 If, at any time, the Offeror is unable to provide the services of a resource named in the Offeror's proposal, the Offeror must provide a replacement resource. The Offeror must submit to the TA, a resume of the proposed replacement demonstrating that he/she meets the requirements of the RFSO. The TA must approve all replacement resources prior to the resource commencing duties.
- 8.2 The Offeror must not, in any event, allow performance of the work by unauthorized replacement persons.
- 8.3 The TA may also request, by written notice, that the Offeror replaces a resource if a real or perceived security threat is identified or a resource whose services are considered unsatisfactory. The services may be deemed unsatisfactory based on a combination of evaluation, comments, results and/or an evaluation by the TA.

9 SECURITY

- 9.1 As a part of the Call-up proposal response, prior to the Call-up award the Offeror must propose a Project Manager that possesses and maintains a valid security clearance if the proposed resource has not been previously proposed. Prior to the acceptance of the proposed resource, DND will confirm the clearance with Public Works and Government Services Canada (PWGSC)/ Canadian Industrial Security Directorate (CISD).
- 9.2 It is the Offeror's responsibility to take all necessary actions to obtain all necessary clearances.

ATTACHMENT 1 TO ANNEX “A” - STATEMENT OF WORK

1. Reference: Mandatory M8. Offerors may use this Attachment 1 to Annex A to submit their descriptions and demonstration of conditions for each one of its nine (9) Battlefield Special Effects submitted in response to M8 or its own documentation.

	<p>i. Simulated Improvised Explosive Device (IED)</p> <p>The Offeror must submit a short description of the one of its Simulated IED Effect(s).</p> <p>Description of the Effect:</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p> <p>The Offeror must demonstrate the Effect meets the following conditions:</p>	<p>Met (Yes/No)</p> <p>Offer Reference</p>
Condition 1	In use in a minimum of 5 exercises within the last 2 years.	
Condition 2	Sound pressure level does exceed the noise level 140 dB (AI).	
Condition 3	Does not contain metal, such as staples or wire, or hard plastic.	
Condition 4	Simulates detonation of the explosive device visually and audibly.	

	<p>ii. Simulated Rocket-Propelled Grenade (RPG);</p> <p>The Offeror must submit a short description of the one of its Simulated RPG Effect(s).</p> <p>Description of the Effect:</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p> <p>The Offeror must demonstrate the Effect meets the following conditions:</p>	<p>Met (Yes/No)</p> <p>Offer Reference</p>
Condition 1	In use in a minimum of 5 exercises within the last 2 years.	
Condition 2	Sound pressure level does exceed the noise level 140 dB (AI)	
Condition 3	Does not contain metal, such as staples or wire, or hard plastic	
Condition 4	RPG simulator visually and audibly simulates the ignition of the rocket from a firing point	
Condition 5	RPG simulator visually and audibly simulates the rocket flight	
Condition 6	RPG simulator visually and audibly simulates detonation of the warhead.	

	<p>iii. Simulated Body Worn IED</p> <p>The Offeror must submit a short description of the one of its Simulated Body Worn IED Effect(s).</p> <p>Description of the Effect:</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p> <p>The Offeror must demonstrate the Effect meets the following conditions:</p>	<p>Met (Yes/No)</p> <p>Offer Reference</p>
Condition 1	In use in a minimum of 5 exercises within the last 2 years.	
Condition 2	Sound pressure level does exceed the noise level 140 dB (AI)	
Condition 3	Does not contain metal, such as staples or wire, or hard plastic	
Condition 4	Body worn IED device visually represents the device	
Condition 5	Body Worn IED replicates the detonation without endangering the operator.	

	<p>iv. Simulated vehicle IED;</p> <p>The Offeror must submit a short description of the one of its Simulated Vehicle IED Effect(s).</p> <p>Description of the Effect:</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p> <p>The Offeror must demonstrate the Effect meets the following conditions:</p>	<p>Met (Yes/No)</p> <p>Offer Reference</p>
Condition 1	In use in a minimum of 5 exercises within the last 2 years.	
Condition 2	Sound pressure level does exceed the noise level 140 dB (AI)	
Condition 3	Does not contain metal, such as staples or wire, or hard plastic	
Condition 4	On command, Simulated Vehicle IED visually and audibly simulates the detonation of the explosive device within a stationary vehicle	

	<p>v. Simulated mines and explosions;</p> <p>The Offeror must submit a short description of the one of its Simulated Mine/Explosion Effect(s).</p> <p>Description of the Effect:</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p> <p>The Offeror must demonstrate the Effect meets the following conditions:</p>	<p>Met (Y/N)</p> <p>Offer Reference</p>
Condition 1	In use in a minimum of 5 exercises within the last 2 years.	
Condition 2	Sound pressure level does exceed the noise level 140 dB (A)	
Condition 3	Does not contain metal, such as staples or wire, or hard plastic	
Condition 4	On command, the effect visually and audibly simulates the detonation of the munitions	

	<p>vi. Simulated Machine Gun Fire</p> <p>The Offeror must submit a short description of the one of its Simulated Machine Gun Fire Effect(s).</p> <p>Description of the Effect:</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p> <p>The Offeror must demonstrate the Effect meets the following conditions:</p>	<p>Met (Y/N)</p> <p>Offer Reference</p>
Condition 1	In use in a minimum of 5 exercises within the last 2 years.	
Condition 2	Sound pressure level does exceed the noise level 140 dB (A)	
Condition 3	Does not contain metal, such as staples or wire, or hard plastic	
Condition 4	On command, the effect visually and audibly simulates single burst or multiply bursts of automatic machine gun fire.	

	<p>vii. Simulated Indirect Fire</p> <p>The Offeror must submit a short description of the one of its Simulated Indirect Fire Effect(s).</p> <p>Description of the Effect (including the following as applicable):</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p>
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	<p>viii. Smoke Machine</p> <p>The Offeror must submit a short description of the one of its Smoke Machine Effect(s).</p> <p>Description of the Effect (including the following as applicable):</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p>
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	<p>ix. Burnt Flesh Machine</p> <p>The Offeror must submit a short description of one of its Burnt Flesh Machine Effect(s).</p> <p>Description of the Effect (including the following as applicable):</p> <p>Height (distance) of the Effect: Diameter (radius) of the Effect: Duration of effect:</p>
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ANNEX "B"

BASIS OF PAYMENT

The Volumetric Data (estimated Level of Effort for all periods) is provided for the sole purposes of calculating the Total Evaluated Price. The Offeror must not use the estimates provided as an indicator for determining the anticipated Level of Work required. The resulting Standing Offer agreement will not include the Volumetric Data indicated in the tables below (Para 3.3.1 of Annex "A", the Statement of Work (p. 31/53) refers to the estimated level of effort required in any resulting Call-ups against the Standing Offer). **All prices will be evaluated in Canadian dollars (CAD\$).**

1. Initial Standing Offer Period: Date of Standing Offer Award to two years later **[Date to be specified in the Resulting Standing Offer]**

Financial Limitation of \$ **[to be specified in the resulting Standing Offer]** for the initial Standing Offer Period. Applicable Taxes \$ **[to be specified in the resulting Standing Offer]** extra.

Category of Resources	Number of Resources (A)	All-Inclusive Firm Per diem rate \$ (B)	Volumetric Data (estimated Level of Effort) (C)	Total (CAD\$) (D) = (A) X (B) X (C)
Paramilitary Role Players	10	\$	25 days	\$
Make-up Artist	1	\$	25 days	\$
Project Manager	1	\$	25 days	\$
Battlefield Special Effects Technician	1	\$	25 days	\$
Total Evaluated Price for the Initial Standing Offer Period				\$

2. Option Period One: End of initial Standing Offer Period to one year later **[Date to be specified in the Resulting Standing Offer]**

Financial Limitation of \$ **[to be specified in the resulting Standing Offer]** for Standing Offer Option Period One. Applicable Taxes \$ **[to be specified in the resulting Standing Offer]** extra.

Category of Resources	Number of Resources (A)	All-Inclusive Firm Per diem rate \$ (B)	Volumetric Data (estimated Level of Effort) (C)	Total (CAD\$) (D) = (A) X (B) X (C)
Paramilitary Role Players	10	\$	25 days	\$
Make-up Artist	1	\$	25 days	\$
Project Manager	1	\$	25 days	\$
Battlefield Special Effects Technician	1	\$	25 days	\$
Total Evaluated Price for the Standing Offer Option Period 1				\$

3. **Option Period Two: End of Option Period One to one year later** [Date to be specified in the Resulting Standing Offer]

Financial Limitation of \$[to be specified in the resulting Standing Offer] for Standing Offer Option Period Two. Applicable Taxes \$[to be specified in the resulting Standing Offer] extra.

Category of Resources	Number of Resources (A)	All-Inclusive Firm Per diem rate \$ (B)	Volumetric Data (estimated Level of Effort) (C)	Total (CAD\$) (D) = (A) X (B) X (C)
Paramilitary Role Players	10	\$	25 days	\$
Make-up Artist	1	\$	25 days	\$
Project Manager	1	\$	25 days	\$
Battlefield Special Effects Technician	1	\$	25 days	\$
Total Evaluated Price for the Standing Offer Option Period 2				\$

4. **Option Period Three: End of Option Period Two to one year later** [Date to be specified in the Resulting Standing Offer]

Financial Limitation of \$[to be specified in the resulting Standing Offer] for Standing Offer Option Period Three. Applicable Taxes \$[to be specified in the resulting Standing Offer] extra.

Category of Resources	Number of Resources (A)	All-Inclusive Firm Per diem rate \$ (B)	Volumetric Data (estimated Level of Effort) (C)	Total (CAD\$) (D) = (A) X (B) X (C)
Paramilitary Role Players	10	\$	25 days	\$
Make-up Artist	1	\$	25 days	\$
Project Manager	1	\$	25 days	\$
Battlefield Special Effects Technician	1	\$	25 days	\$
Total Evaluated Price for the Standing Offer Option Period 3				\$

Total Evaluated Price:

Total Evaluated Price for the Initial Standing Offer Period	\$
Total Evaluated Price for the Standing Offer Option Period 1	\$
Total Evaluated Price for the Standing Offer Option Period 2	\$
Total Evaluated Price for the Standing Offer Option Period 3	\$
Total Evaluated Price for the Standing Offer	\$

5. The Offeror must provide a price list of all its available Battlefield Special Effects and other optional Battle Field Special Effects, applicable Taxes extra. This price list will form part of the resulting Standing Offer agreement,

5.1 Firm Fixed price for Battlefield Special Effects (in accordance with Attachment 1 to the Annex A – Statement of Work)

Item no	Description	All-inclusive Firm Fixed price for each Battlefield Special Effect, in CAD\$
I	Simulated IEDs	*\$see Note to Offeror (or See attached catalogue/price list)**
II	Simulated RPGs	\$(or See attached catalogue/price list)**
III	Simulated Body Worn IEDs	\$(or See attached catalogue/price list)**
IV	Simulated Vehicle IEDs	\$(or See attached catalogue/price list)**
V	Simulated Mine and Explosion Effects	\$(or See attached catalogue/price list)**
VI	Simulated Indirect Fire Effects	\$(or See attached catalogue/price list)**
VII	Simulated Machine Gun Fire Effects	\$(or See attached catalogue/price list)**
VIII	Smoke Machine Effects	\$(or See attached catalogue/price list)**
IV	Burnt Flesh Odour Machine Effects	\$(or See attached catalogue/price list)**

Optional Special Effects: Firm Fixed price or daily rental price for optional battlefield special effects

List of optional battlefield special effects such as equipment, props and consumables	<u>All-inclusive Firm Fixed Price or Daily Rental (CAD\$)</u>
	\$* (or See attached catalogue/price list)**
	\$* (or See attached catalogue/price list)**
	\$* (or See attached catalogue/price list)**
	\$* (or See attached catalogue/price list)**
	\$* (or See attached catalogue/price list)**

***Note to Offeror:** The Battlefield Special Effects and the Optional Special Effects section will not form part of the financial evaluation but are required as part of the resulting Standing Offer for pricing purposes.

****the Offeror may submit their own catalogue/price list in lieu of completing the tables.**

5.2 The Offeror must provide the Battlefield Special effects in accordance with the fixed price stated in 5.1 for the initial Standing Offer period. For each option period, increase to the firm fixed price per item shall not exceed the rate identified for Consumer Price Index increase. Canada will, at its sole discretion, request price support information. Furthermore, the Offeror certifies the prices:

- a. are not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods; and
- b. do not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods of like quality and quantity.

Consumer Price Index for Canada:

http://www.bankofcanada.ca/wp-content/uploads/2010/11/consumer_price_index.pdf

Should there be any increases in rates, any increases will be calculated using the following:

<http://www.bankofcanada.ca/rates/related/inflation-calculator/>

5.3 The travel and living, and shipping costs for transportation of Battlefield Special Effects materials/equipment shall not exceed the amounts stated in the table below: Custom duty is excluded. Applicable taxes extra.

All travel in excess of normal business day* will be prorated based on actual hours worked.

* Definition of a Day

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

- (i) All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- (ii) No overtime and weekend charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

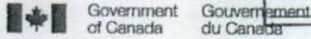
Description	Initial Standing Offer period**	Option period One**	Option period Two**	Option period Three**
Travel and shipping (CAD\$)	\$180,000.00	\$90,000.00	\$90,000.00	\$90,000.00

** [Date to be specified in the Resulting Standing Offer]

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

RECEIVED
JUL 03 2014



Contract Number / Numéro du contrat
14/0012 756 W6399-13-EB25 *revised #*
Security Classification / Classification de sécurité
Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Department of National Defence	2. Branch or Directorate / Direction générale ou Direction Canadian Special Ops Forces Command
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Standing Offer for the provision of Paramilitary Role Players, Make-up Artists, Project Managers and Pyrotechnicians		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets (personnel) will be permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input checked="" type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input checked="" type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays: United States of America	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input checked="" type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET <input type="checkbox"/>	COSMIC TOP SECRET <input type="checkbox"/>	TOP SECRET <input type="checkbox"/>
TRÈS SECRET <input type="checkbox"/>	COSMIC TRÈS SECRET <input type="checkbox"/>	TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified





Contract Number / Numéro du contrat 14/0012756 (Rev. W6399-13-EB25)
Security Classification / Classification de sécurité Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET-SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
 Commentaires spéciaux : Requirement for Reliability Status applies only to Project Manager

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

[SRCL signature page (page 4) to be inserted in the resulting Standing Offer]

Part A - Multiple Release Restrictions: Security Guide

To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)

Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Not Releasable							
Restricted to:							
Permanent Residents Included*							
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET		
All NATO Countries							
Restricted to:							
Permanent Residents Included*							
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to :							
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to:							
DND ONLY Embedded Offeror (Access to Controlled Goods)							
Restriction	Yes				NO		
SECRET clearance with CEO applies							

Part B - Multiple Levels of Personnel Screening: Security Classification Guide

To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the Standing Offer.

Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
Reliability	Project Manager	Protected and NATO Restricted	Citizenship of US, Canada or a permanent resident of Canada

Part C – Safeguards / Information Technology (IT) Media – 11d = yes

IT security requirements must be specified in a separate technical document and submitted with the SRCL

OTHER SECURITY INTRUCTIONS

Insert instructions

ANNEX "D"
NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or sub Offeror of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Standing Offer DND-14/0012756 between Her Majesty the Queen in right of Canada, represented by the Minister of National Defence and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Offeror 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 labelled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Standing Offer.

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 Offeror by or on behalf of Canada must be used solely for the purpose of the Standing Offer 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 Standing Offer No: DND-14/0012756.


Signature

Date

ANNEX "E"

942 Call-up Against A Standing Offer Form

Clear Data - Effacer l'information



Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Call-up Against a Standing Offer Commande subséquente à une offre à commandes

Ship to - Expédier à	Consignee Code Code destinataire	<p>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.</p> <p>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 tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls 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.</p> <p>Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.</p> <p> <input type="checkbox"/> NO <input type="checkbox"/> YES If YES, attach a SRCL to the call-up <input type="checkbox"/> NON <input type="checkbox"/> OUI Si OUI, joindre une LVERG à la demande </p>
Postal Code Code postal	Procurement Business No. (PBN) Numéro d'entreprise - approvisionnement (NEA)	

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer
 Les instructions détaillées dans l'offre à commandes

The address shown in the "Ship to" block
 L'adresse indiquée dans la case « Expédier à »

Special Instructions below
 Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes	Requisition No. - N° de demande Order. Off. - Bur. dem. YY - AA Serial No. - N° de série	Client Reference No. (optional) N° de référence du client (facultatif)
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The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification	Previous Value (\$) / 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. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article		U. of I. U. de d.
			Quantity Quantité
			Unit Price Prix unitaire (\$)
			Extended Price Prix calculé (\$)
Special Instructions - Instructions particulières			Total

For further information, call - Pour renseignements supplémentaires, contactez

Name - Nom	Telephone No. - N° de téléphone
Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)	

For internal purposes only - Pour usage interne seulement

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available.
En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

Approved for the Minister - Approuvé pour le Ministre	
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD-AAAA-MM-JJ)
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD-AAAA-MM-JJ)

PWGSC-TPSGC 942 (01/2014)

