

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Tactical Drivers Course	
Solicitation No. - N° de l'invitation W6599-160015/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W6599-16-0015	Date 2015-10-08
GETS Reference No. - N° de référence de SEAG PW-\$KIN-535-6687	
File No. - N° de dossier KIN-5-44063 (535)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-18	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Carriere, Nancy	Buyer Id - Id de l'acheteur kin535
Telephone No. - N° de téléphone (613) 286-5423 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

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See Attached

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Department of National Defence (DND) has a requirement for the delivery of a Tactical Driver's Training course as outlined in Annex A, Statement of Work, attached herein. The Bidder must provide tactical driver training at the Contractor's facility on an "as and when requested" basis.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2015-09-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;

c. a partnership made of former public servants; or

d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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d. amount of lump sum payment;

e. rate of pay on which lump sum payment is based;

f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (two (2) hard copies)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

To be considered responsive, a proposal must meet all the **Mandatory Technical Criteria**

4.1.1.1 Mandatory Technical Criteria

BIDDERS ARE TO INDICATE THE RELEVANT PAGE NUMBER(S), FROM YOUR PROPOSAL, WHICH ADDRESSES EACH CRITERIA		Cross Reference to Proposal PAGE #(s)
M1	The Bidder must demonstrate, in their proposal, that the Instructor has the capacity and capability to instruct the topics outlined in Annex A, Statement of Work. To demonstrate, the bidder must provide a training syllabus and course curriculum of their Tactical Driver Training Course	
M2	The Bidder must demonstrate that the Instructor has delivered a minimum of two (2) Tactical Driver Training courses in the past 36 months from date of solicitation closing. The bidder must provide dates, client names, contact information and number of participants for each course.	

4.1.2 Financial Evaluation

4.1.2.1 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB Destination, Canadian customs duties and excise taxes included.

4.1.2.2 Financial bids will be evaluated on an aggregate basis based on the estimated usages provided in Annex "B", Basis of Payment.

4.1.2.3 For each year, the estimated usage (column A) per course will be multiplied by the estimated number of students (column B) and total of both columns will be multiplied by the firm price per participant (column C) to arrive at a total price per year. The totals for year one and all option years will be added together to determine the Total Evaluated Price.

4.1.2.4 Bidders must submit pricing in accordance with the Basis of Payment, Annex "B", attached herein, as firm all inclusive rates for all pricing requirements, including Option Year(s) or their bid will be considered non-responsive and will be given no further consideration.

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4.1.2.5 If the Bidder's pricing in its response to this RFP is not in Canadian currency, it will be converted to Canadian currency using the appropriate nominal exchange rate on the closing date as posted on the Bank of Canada Website located at:

<http://http/www.bankofcanada.ca/rates/exchange/>

4.2 Basis of Selection

4.2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list

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(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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

5.2.3 Non-Disclosure Statement Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex D, and provide it to the Contracting Authority. By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Task Authorization

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

1. The Project Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.

2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.

3. The Contractor must provide the Project Authority, within fifteen (15) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.3.3 Minimum Work Guarantee – All the Work – Task Authorizations:

1. In this clause,

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

"Minimum Contract Value" means ten (10%) of the maximum contract value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.3.4 Task Authorization – Department of National Defence

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award to 30 November 2016.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

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The Contracting Authority for the Contract is:

Name: Nancy Carrière
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street, Kingston, ON K7L 1X3
Telephone : (613) 545-8764
Facsimile: (613) 545-8067
E-mail address: Nancy.Carriere@pwgsc.gc.ca

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

6.5.2 Project Authority (To be completed by PWGSC at time of award)

The Project Authority for the Contract is:

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

Telephone : ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (To be completed by the bidder)

Name: _____
Title: _____
Company: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

6.5.4 Contractor's Facility Location (To be completed by Bidder)

Name: _____
Title: _____
Company: _____

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Address: _____
Telephone: _____
Facsimile: _____
E-mail Address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized TA.

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

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

6.7.1.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.2 Single Payment

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

6.8 Invoicing Instructions

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2010C** (2015-07-03), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Non-disclosure Agreement;
- (g) Annex E, DND 626, Task Authorization Form;
- (h) Annex F, Course Evaluation Form;
- (i) the Contractor's bid dated _____ (*insert date of bid*)

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6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

STATEMENT OF WORK

1. BACKGROUND

1.1 The Department of National Defence (DND) is dependent on the timely and professional delivery of a Tactical Driver's course for its military personnel preparing for deployment and maintaining a high readiness capability. All military personnel designated to perform driving duties within a selected team are required to receive proper training on this skill in a controlled and licensed environment. With the influx of updated techniques utilized on operational deployments the number of trained military personnel current in these practices will change due to postings and skill fade.

1.2 Due to the unique environment military personnel are employed in, there is a need for team members to be trained in the use of various tactical driving practices. Considering the precautions and safety limitations that are required to administer this degree of training, all military personnel indicated for a position within a deployable team should be offered the opportunity to participate in subject training.

2. REQUIREMENT

2.1 The contractor must provide the theoretical and practical Tactical Driver training on an "as and when" required basis. The contractor must provide all the required facilities resources and instructors for tactical driver training. The Tactical Driver's Course will allow deploying military personnel to receive the necessary skills set required during deployed operations.

2.2 On an "as and when required basis", the contractor must be prepared to deliver the Tactical Driver's Course identified in this statement of work (SOW). DND will provide a minimum of thirty (30) calendar days notice to the contractor when submitting requests for training.

3. TASKS

The contractor must provide training for a minimum of fifteen (15) Canadian Forces (CF) Military Members to a maximum of twenty (20) military members on 4 day course meeting the following minimum criteria:

3.1 Training Objectives

- 3.1.1 Classroom instruction to include but not limited to "Drive beyond normal limits";
- 3.1.2 Practicable robust application must include but not limited to:

- 3.1.2.1 Hook up, tow and or push disabled vehicle on/off track; and
- 3.1.2.2 Driving manual and automatic vehicles to include:
 - a. small/midsize car;
 - b. high center gravity SUV; and
 - c. high center gravity pick-up truck.

- 3.1.3 Evasive evacuation maneuvers to include one and two car "J" and "Y" turns with a minimum of three successful attempts per student;
- 3.1.4 Evasive "pitting" and "ramming" maneuvers with a minimum of three successful attempts per student;
- 3.1.5 Driving under "low light" and "no light" conditions. (Night Vision Goggles (NVG's) will be provided by users for this iteration);
- 3.1.6 Transition from paved to dirt roads (or similar) and vice versa. Drivers must display a competent ability to complete this tasking prior to moving onto scenario based confirmation of abilities on last day;
- 3.1.7 Operating a vehicle equipped with anti-lock braking systems (ABS) and without
- 3.1.8 Operating a vehicle under slippery/wet driving conditions;
- 3.1.9 Emergency driving maneuvers and practices when faced with a disabled and non-compliant driver (simulated death);
- 3.1.10 Conventional and acceptable driving practices under extreme congested environments; and
- 3.1.11 Second/Third vehicle emergency "blocking" techniques.
- 3.1.12 Practical demonstration of ballistic impact on a vehicle, identifying portions of a vehicle that are susceptible to round penetration. This includes shooting from inside the vehicle through the glass.

3.2 Training Aids to be Provided:

- 3.2.1 All instruction packages including student handouts (e.g. training manuals) based on the various skills to be taught;
- 3.2.2 Use of all vehicles required to accomplish training goals as per paragraph 3.1;
- 3.2.3 Use of all safety equipment required to accomplish goals set out in paragraph 3.1;
- 3.2.4 Use of 'simmunition' and small arms (pistol and C8 assault rifles or equivalent) with industry approved safety face shields and neck protectors; and
- 3.2.5 Dedicated, approved facility to carry out practical driving exercises.

3.3 Training Scenarios

Scenarios based on two and three vehicles. Close protection (CPP) tactics do not apply to our methods of operating as most of the time we are operating in two/three vehicles with the package being in the middle or rear vehicle. In two vehicles if the rear vehicle is being pursued by a hostile then the lead and rear vehicle will swap positions. Contracted venue will be provided with any changes to previously discussed drills, operating procedures (TTP's) and practices by an identified member of the training audience on the first day of training allowing sufficient time to adjust scenarios and setting.

3.3.1 Scenario Settings to Include:

- 3.3.1.1 Track to be as crowded as possible (within expected norms of budgetary constraints) to simulate working in an urban area where not all vehicles and pedestrians are indicated as a threat;
- 3.3.1.2 Traversal of the track using both manual and automatic transmission vehicles in previously identified vehicle weight class;
- 3.3.1.3 Candidates will drive with the intention to blend into traffic while we move from point A to point B until encountering a threat. Once a threat is identified drivers

- will perform utilizing instructed and practiced controlled aggressive driving techniques.
- 3.3.1.4 "Force on Force" application utilizing small arms simmunition. (Pistol and or C8 equivalent).
 - 3.3.1.5 Rear vehicle, which has the package, is being aggressively pursued and the front vehicle has to drop back and provide blocking techniques
 - 3.3.1.6 Road block front, passable with rear vehicle running and lead vehicle down requiring push through (contact with fire and contact no fire (Simulated improvised explosive device (IED))
 - 3.3.1.7 Road block front, passable with all vehicles running requiring push through
 - 3.3.1.8 Road block front requiring ramming techniques (vehicles running)
 - 3.3.1.9 Road block front, non-passable. Vehicles running utilizing reverse out techniques.
 - 3.3.1.10 Contact left, right, front and rear. Vehicles running.
 - 3.3.1.11 Aggressive no life threatening role players operating additional vehicles requiring non-aggressive driving actions
 - 3.3.1.12 Scenario's designed for vehicle commandeering and movement from location.

Changes to the above mention Training Tasks and tactical driving venue will be provided within a minimum of five (5) calendar days by DND to the Contractor in electronic form.

3 TRAINING DURATION

It is imperative that this training occur in as few training days as possible while still meeting all the indicated criteria. Training must be completed within four (4) training days, for up to a maximum of twenty (20) Canadian Forces (CF) members.

4 DELIVERABLES

- 4.1 Deliverables required are to include, but not limited to prepared instruction packages including student handouts, all training materials and a facility to carry out the requirement.
- 4.2 Certification in the form of a certificate for successful completion of the course certification must be signed by the Contractor or a representative on his/her behalf.

5. MEALS, ACCOMMODATIONS AND TRAVEL

- 5.1 All costs for accommodations, meals and travel for military personnel will be paid by the Canadian Armed Forces. Contracted resources are responsible for their own meals and accommodations and will not be responsible for the military personnel.
- 5.2 Commercial lodging must be within 30 minutes' drive of the providers training facilities.

5.3 All prospective contracted facilities must be within 1500 km of Ottawa, Ontario, Canada.

6. SECURITY

6.1 While the military personnel will be participating in this training at a third party location, all effort must be made to conduct the training and scenarios in a secure and discreet environment. Training is not authorized to take place with other nations in attendance or additional units without prior consent of DND. (Training audience and visitors)

7. LANGUAGE OF WORK

7.1 All training, printed material and instruction must be provided in English.

8. LOCATION OF WORK

8.1 The training location must be completed at the Contractor's site. A suitable training location, which includes a track and classroom facilities, arrangements and conference room (s) for the theory portion of the training are the sole responsibilities of the Contractor.

8.2 All facilities used in the delivery of the Tactical Driver's Training course must be within 1500 km of Ottawa, Ontario, Canada.

9. RESOURCES PROVIDED BY DND

9.1 Scenarios must be based upon groups of two to six personnel. Changes to the previously identified Standard Operating Procedure's (SOP's) and tactical driving venue will be provided within a minimum of five (5) calendar days by DND to the Contractor in electronic form.

9.2 Night Vision Glasses will be provided for night time driving application.

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid a firm price in Canadian Funds to perform the services specified in Annex A. The firm price does not include applicable taxes (e.g. GST/HST). However, applicable taxes will be added as a separate line item to any invoice issued as a result of this Contract.

A. Year One (*Award of Contract to 30 November 2016*)

Item	Description	Unit of Issue	Estimated Courses per year (column A)	Estimated Usage per Participant (column B)	Firm Price Per Participant (column C)	Total Price (Column A x Column B x Column C)
1	<p>Price per participant for the Tactical Driver Training Course as outlined in Annex "A" for a minimum of ten (10) participants to a maximum of twenty (20) participants.</p> <p>LOCATION: to be completed by Contractor in RFP</p> <p>DATE: Course must be completed no later than 30 November 2016</p>	Participant	1	14	\$	\$

B. Option Year #1 (01 December 2016 to 30 November 2017)

Item	Description	Unit of Issue	Estimated Courses per year (column A)	Estimated Usage per Participant (column B)	Firm Price Per Participant (column C)	Total Price (Column A x Column B x Column C)
1	<p>Price per participant for the Tactical Driver Training Course as outlined in Annex "A" for a minimum of ten (10) participants to a maximum of twenty (20) participants.</p> <p>LOCATION: to be completed by Contractor in RFP</p> <p>DATE: Course must be completed no later than 30 November 2017</p>	Participant	1	14	\$	\$

C. Option Year #2 (01 December 2017 to 30 November 2018)

Item	Description	Unit of Issue	Estimated Courses per year (column A)	Estimated Usage per Participant (column B)	Firm Price Per Participant (column C)	Total Price (Column A x Column B x Column C)
1	<p>Price per participant for the Tactical Driver Training Course as outlined in Annex "A" for a minimum of ten (10) participants to a maximum of twenty (20) participants.</p> <p>LOCATION: to be completed by Contractor in RFP</p> <p>DATE: Course must be completed no later 30 November 2018</p>	Participant	1	14	\$	\$

ANNEX "C"

INSURANCE

A. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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.
 - r. 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.

2. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX "D"

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No.

_____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

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

Signature:

Date:

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ANNEX "E"

DND 626, TASK AUTHORIZATION FORM

(attached)

ANNEX "F"

INSTRUCTORS EVALUATION FORM

Instructor:

Date:

Your evaluation of this course is very important to us. Please evaluate this course by circling a number for each question. (1 = unsatisfactory, 6 = excellent)

1. Were the course facilities (room, supplies and equipment) adequate?
1 2 3 4 5 6

2. Were the written materials adequate?
1 2 3 4 5 6

3. Was the instructor well prepared and knowledgeable in the subject area?
1 2 3 4 5 6

4. What was the quality of the instructor's presentation and/or training skills?
1 2 3 4 5 6

5. Were the course objectives and subject matter covered sufficiently?
1 2 3 4 5 6

6. Do you feel that you will be able to apply the knowledge and/or skills learned to obtain a job in the future?
1 2 3 4 5 6

7. Would you recommend this course to others?

Yes No

8. What did you like the *most* about the course?

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9. What did you like the *least* about the course?
