



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

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

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

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Title - Sujet Role Players	
Solicitation No. - N° de l'invitation W3916-160084/A	Date 2016-03-24
Client Reference No. - N° de référence du client W3916-16-0084	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-620-6876
File No. - N° de dossier KIN-5-44181 (620)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-09	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Porter, Marta M.	Buyer Id - Id de l'acheteur kin620
Telephone No. - N° de téléphone (613)483-6084 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 2 ATLANTIC AVE, BLDG B-38 M PO BOX 17000, STN FORCES KINGSTON Ontario K7K7B4 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- The Department of National Defence requires a Contractor to provide, on an "as and when" requested basis, cultural role players to participate in the simulation of military operations in foreign countries. All work should take place in the Kingston Ontario area. However, there is always the possibility that some training could take place in another location depending on the requirements and demands of each exercise. The Contractor must provide these services in accordance with the Statement of Work in Annex A, attached hereto.
- The resultant Standing Offer will be for the period of 3 years from July 1, 2016 to June 30, 2019.
- Only one (1) Standing Offer will be issued;
- The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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1.3 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

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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2006 \(2015-07-03\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

Offers 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 Request for Standing Offers.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, Offerors 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 Offer

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

Section II: Financial Offer

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

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

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VISA _____
Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

FAILURE TO MEET THE MANDATORY AS STATED BELOW WILL RESULT IN YOUR OFFER BEING DECLARED NON-RESPONSIVE.

- (1) Offeror must demonstrate a minimum of three (3) years of experience, within the last five (5) years, of providing Cultural Sensitivity Training.

4.1.2 Financial Evaluation

4.1.2.1 Financial Evaluation

Offerors must provide pricing for all of the blank Per Diem pricing in Annex B, Basis of Payment or they will be considered non-responsive by Canada and will not be further evaluated.

The Offeror's Extended Pricing will be calculated by multiplying the Offeror's Per Diem pricing in Canadian Currency, by the estimated usage's as stated in Annex B, Basis of Payment. The Offeror's Aggregate Price, is the sum of all the Offeror's Extended Pricing for all pricing periods, including any and all optional periods. The format of the Basis of Payment in Annex B, must not be altered.

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

SACC Manual Clause M0031T (2007-05-25), Basis of Selection – Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, 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 the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

SACC Manual Clause [M3020T](#) (2016-01-28), Status of Availability of Resources - Offer

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PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 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 "B". 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 a quarterly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 July, 2016 to 30 June, 2019.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Marta Porter

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Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor
Kingston ON., K7L 1X3
Telephone: 613-547-7587 Cell: 613-483-6084
Facsimile: 613-545-8067
E-mail address: marta.porter@pwgsc.gc.ca

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative *(To be filled in by the Offeror)*

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence (DND), CFB Kingston, Peace Support Training Centre, Kingston ON.

7.8 Call-up Procedures

The Identified User authorized to make call-ups against the Standing Offer will provide a Statement of Requirements to the Offeror. The estimated cost stated in the Call-up must not be exceeded without the specific written authorization of the Identified User.

Call-ups **MAY** include a provision for Role Players who have recently, within the past five (5) years from date of call-up, have lived in a country in which the CF Personnel are currently deployed.

7.9 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.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (**Applicable Taxes included**) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2015-09-03) General Conditions – Professional Services (Medium Complexity) apply to and form part of the contract;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____ .

7.13 Certifications

7.13.1 Compliance

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

7.14 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.

7.15 Status and Availability of Resources – Standing Offer

M3020C (2016-01-28) Status and Availability of Resources – Standing Offer

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

Section 15 Interest on Overdue Accounts, of 2010B General Conditions, Professional Services will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (**insert amount at contract award**). Customs duties are included and Applicable Taxes are extra.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board 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 Project Authority. All payments are subject to government audit.

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

7.5.3 Method of Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

7.5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

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

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

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

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

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

7.8 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

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ANNEX "A"

STATEMENT OF WORK

FOR

ROLE PLAYER SUPPORT TO THE PEACE SUPPORT TRAINING CENTRE

FOR

**(DEPARTMENT OF NATIONAL DEFENCE,
CANADIAN ARMY DOCTRINE AND TRAINING CENTRE)**

Background

The Canadian Forces' involvement in overseas missions has been varied and widespread over the past fifteen to twenty years. It has been engaged in numerous missions, which have come into being as a result of the effects of the fall of Communism to that of 911 attacks. Although traditional war fighting approaches are still required in this current era, there is also the need to work on the peace support aspects of our missions. With the exposure to a wide array of cultures, it is highly important for the ground level operators to know how to interact with each and every culture in order to achieve our operational objectives concerning the local populations.

The mission held by the Peace Support Training Centre (PSTC) involves the provision of relevant and specific Full Spectrum Operations individual training as well as the support to collective training and information operations enablers. In accordance with the stated mission, many of the personnel who are trained at PSTC are employed as Peace Support Operators (PSOC) and Civil- Military Cooperation (CIMIC) roles. The theatres of operations range from deployments to such places as Sudan and Afghanistan where culture exercises a significant influence. With this exposure to varied cultures, having a sound understanding of the intricacies and differences of each culture will aid in preparing our soldiers in their daily interactions with the local populations. Such preparation not only aids in learning the daily niceties but can also aid in quelling potentially explosive situations.

In accordance with the PSTC mission, the most relevant and realistic training would be to have role-playing personnel of the same ethnic background as the mission area in question. The intended use of these personnel would be in scenario-based exercises, which would allow the participants to be assessed on their interactions with the role players. Great influence must be placed on the role players' ability to replicate the same cultural norms of the country to which the participants are deploying. All of these considerations are producing a relevant training environment which, in turn, enhances mission success. Therefore, PSTC has a requirement for a contractor who will be able to supply role players.

Objective

The role of the contractor will be to provide role players who are of the same ethnic background as the particular theatre of operations to which the training is focused. Some of the functions expected of the contractor will involve, but not be limited to, providing management and administration support to role-playing personnel. The contractor would be responsible for the provision, administration, and supervision of personnel for the required role playing positions.

The contractor will also be required to conduct some degree of coordination with military instructors in order to disseminate the strict details of the personnel required for each particular task. Furthermore, in regards to the specific number of personnel required, the number may vary according to operational tempo at any specific time.

More particularly, at any point during this contract, the Technical Authority (PSTC) may receive direction to cease work in a specific theatre of operations. At that point personnel identified and involved with work in this theater of operations may no longer be required under this contract. Thirty (30) days' notice will be given of such a change. Similarly additional new theatres of operations may be identified. Personnel will be required for these theatres of operations within a "phased" approach of 30/60 days. The contractor is responsible for adding or decreasing the numbers of supplied personnel as directed by the technical authority

STATEMENT OF WORK

The Contractor shall:

- a. Continually provide support to the Technical Authority with respect to the provision of role players. Supply, administer, and manage all contractor supplied personnel engaged by this contract;
- b. Identify and supply personnel as required by the Technical Authority;
- c. Manage the day to day human resources requirements of all contractor supplied personnel;
- d. Work in coordination with other contract personnel and CF personnel to maximize efficiencies;
- e. Attend all applicable operational briefings and meetings;
- f. Provide orientation and introductory briefings to new contractor supplied personnel;
- g. Provide review services for currently employed contract personnel as required; and
- h. Appoint Off site representative to oversee activities

under this contract.

Role Player Support

It is expected that the Contractor will provide an Off-site representative to oversee this contract. Upon the awarding of the contract, the Technical Authority will work with the contractor representative to identify and source personnel using job descriptions and requirements (qualifications and experience) as supplied by the Technical Authority.

The table below gives a description of the parameters within which PSTC will employ the selected role player personnel. The following requirements of 672 Role-Players days are based on the current theatres of operation:

Category	Course	Course / year	Role Players/course	Ethnicity	Working days/course	working days/year	Role-Player Days

1	PSOC	3	16 (all must be able to speak English; at least two females)	African/Middle Eastern	5	15	240
2	CIMIC	3	16 (all must be able to speak and read English.)	Bosnians	3	9	144
3	PsyOps TAC OP	3	8 (all must be able to speak and read English.)	Afghans/ Bosnians	4	12	96
4	PsyOps Annalist	3	16 (all must be able to speak and read English.)	Afghans/ Bosnians	2	6	96
5	HET	11	11 (all must be able to speak and read English.)	Afghans/ Bosnians	1	11	121

General

The work required by these individuals will involve participation on exercises where they will interact with the course candidates through scenario-based role playing. As it is important to properly exercise deploying personnel, an array of scenarios will be conducted. For training purposes, scenarios may be recorded both audio and visually. It should be noted that there may be a requirement for some role players to handle rubber hand guns and rifles as part of the various scenarios.

Schedule

The Technical Authority will provide the details of the services required with respect to fulfilling the contract. The requirement also includes the contractor's responsibility for managing the overall scheduling of the contracted work and updating these schedules as often as required. The contractor's Off-site representative will be required to be available during the normal working hours (8:00am to 4:30pm) with the supplied personnel required to work irregular shifts that necessitate working evenings. The normal work tempo will be an 8 hour shift during week days. However, there may be the occasional late evening in order to support exercise requirements.

Facilities, Equipment, Tools and Services

Government facilities, tools, equipment and associated services that currently exist at the location will be made available to the contractor's representative and supplied personnel to meet deliverables. This will include a common area or classroom, wardrobe, costumes or props (rubber guns) that will be used during the training. Rehearsals are normally conducted outdoors in the training area.

Performance Standards

The contractor's ability to supply competent and effective role player support will be monitored as required by the Technical Authority in order to ensure a high quality training environment.

Therefore, the role players selected and allocated to support training must first demonstrate the ability to replicate the culture they are representing as well as the ability to adapt to any training scenario

Individuals supplied by the Contractor must adhere to the high standards of professional conduct. The Technical Authority reserves the right to have any contractor's personnel removed from the premises immediately in response to any allegation of misconduct or impropriety.

Language

All of the coordination between the Technical Authority, the contractor, and the supplied personnel will be conducted in English. Moreover, for some of the exercise support by role players, it is requested that a specific number of them possess a proficiency in reading and speaking English. As well, in order to improve the relevance of training, it is required that the role players be functional in the language of the specific culture they are representing.

Wages for role players

The basis of payment is a limit of expenditure of (including GST). The price is based on the following: for the wages based on per Diem of per role player and for the costs related to Travel and Lodging.

Duration of Services

For each category of personnel listed, the estimated number of workdays per for the duration of this contract can be found in the above table at Figure 1.

The following outlines some of the details with respect to the provision of services:

Course	Exercise Name	Number of role players/exercis	Duration of each exercise
CIMIC	EX FIRST CONTACT	16	1
	EX INTERVIEWER	16	1
	EX CRISIS COMMUNICATOR	16	1

PSOC	EX FIRST STEP	16 (two females minimum)	1
PSOC	EX PROVING GROUND	16 (1 female minimum)	1
	EX READY SET	16 (two females minimum)	3
HET	EX HAZOURDOUS	11	1
PSY OPS Annalist	EX VIRGIN COMMUNICATOR	8	1
PSY OPS (TAC OP)	EX VIRGIN COMMUNICATOR	8	1
	EX PEITHO SUADA	8	3

Work Location

All work will normally take place in the Kingston area however on a few occasions the following locations may be utilized, Val Cartier, Quebec City, Montreal, Toronto and Meaford.

DELIVERABLES

The following deliverables are required:

- a. The contractor must be able to manage and administer the day to day human resources requirements for a team of contractor supplied personnel.
- b. The contractor will be responsible for the procurement and administration of supplied personnel.
- c. The contractor must ensure that the personnel selected meet the requirements specified by the Technical Authority.
- d. Effective and timely coordination between the contractor, the Technical Authority, and the role players.
- e. The contractor must provide an on-site supervisor for the team of role-player at location designated by the Technical Authority

ANNEX "B"

BASIS OF PAYMENT

The per diem fee for both the Contractor's Representative and for each role player will include an all-inclusive rate to Kingston, Ontario. Should the Contractor's personnel be required for less than 7.5 hours per day the Per Diem rate shall be divided by 7.5 hours and multiplied by the amount of hours required by the Call-up.

Travel and Living Expenses:

The Contractor will be reimbursed for the authorized travel reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

For locations outside the Kingston Area, Travel and Living expenses will be calculated using CFB Kingston, Kingston, Ontario or the Offeror's location as the originating location depending on the location identified as the destination on individual call-ups. The originating location that is closest to the destination location will be used in the calculation of the travel and living expenses.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

1.0 For the period from July 1, 2016 to June 30, 2017:

(a) Contractors on-site Representative Per Diem \$ _____ x Estimated Usage of 52 days:
\$ _____

(b) Role Player per Diem \$ _____ x Estimated usage of 672 days:
\$ _____

Total evaluated price for Year One (a+b): \$ _____

2.0 Year Two for the period of July 1, 2017 – June 30, 2018:

(c) Contractors on-site Representative Per Diem \$ _____ x Estimated Usage of 52 days:
\$ _____

(d) Role Player per Diem \$ _____ x Estimated usage of 672 days:
\$ _____

Total evaluated price for Year Two (c+d): \$ _____

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3.0 Year Two for the period of July 1, 2018 – June 30 2019:

(e) Contractors on-site Representative Per Diem \$ _____ x Estimated Usage of 52 days:
\$ _____

(f) Role Player per Diem \$ _____ x Estimated usage of 672 days:
\$ _____

Total evaluated price for Year Three (e+f): \$ _____

ANNEX "C"

INSURANCE REQUIREMENTS

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.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - 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

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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.