

**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  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> TACTICAL DRIVING AND DYNAMIC RANGES	
<b>Solicitation No. - N° de l'invitation</b> W6599-170018/A	<b>Date</b> 2016-12-06
<b>Client Reference No. - N° de référence du client</b> W6599-17-0018	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-535-7079
<b>File No. - N° de dossier</b> KIN-6-46094 (535)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-01-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carriere, Nancy	<b>Buyer Id - Id de l'acheteur</b> kin535
<b>Telephone No. - N° de téléphone</b> (613)545-8764 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE VCDS CHIEF OF DEFENCE STAFF 101 COLONEL BY DRIVE OTTAWA ON K1A0K2 Canada	
<b>Security - Sécurité</b> 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**

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

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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 and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, 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 Electronic Payment Instruments, and any other annexes.

### **1.2 Summary**

- 1.2.1** The Department of National Defence requires an Offeror to provide an "as and when" requested basis, a tactical driving and dynamic ranges training course. Training must take place at the Offeror's facility. The Offeror must provide these services in accordance with the Statement of Work in Annex A, attached hereto.

It is the intention of Canada to issue one (1) Regional Individual Standing Offer for this request.

The resulting Standing Offer will be from issuance to one (1) year later with the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year periods.

- 1.2.2** 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](#) (2016-04-04) 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 seven (7) 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 (two (2) hard copies)

Section II: Financial Offer (two (2) hard copies)

Section III: Certifications (one (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 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

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

### **Section III: Certifications**

Offerors must submit the certifications and additional information 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

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

##### 4.1.1.1 Mandatory Technical Criteria

OFFERORS ARE TO INDICATE THE RELEVANT PAGE NUMBER(S), FROM YOUR PROPOSAL, WHICH ADDRESSES EACH CRITERIA		Cross Reference to Proposal Page #(s)
<b>M1</b>	With reference to the Tactical Driving course, specified in 3.1, the Offeror 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 Offeror must provide a training syllabus and course curriculum.	
<b>M2</b>	With reference to the Tactical Driving course, specified in 3.1, the Offeror must demonstrate that the Instructor has delivered a minimum of four (4) Tactical Driver Training courses in the past 60 months from date of solicitation closing. The Offeror must provide dates, client names, contact information and number of participants for each course.	
<b>M3</b>	The Offeror must demonstrate, in their proposal, that the facility has the capacity and capability to provide the support required in the areas outlined in Annex A, Statement of Work, 3.2 Dynamic Ranges Tasks and Facilities.  To demonstrate, the Offeror must provide a building diagram, photos, written narrative or any combination of the three on how they meet each and every one of the tasks in 3.2 along with their offer.	

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#### **4.1.2 Financial Evaluation**

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

**4.1.2.2** Financial offers 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 courses per year (column A) will be multiplied by the estimated number of participants (column B) and total of both columns (AxB) 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** Offerors must submit pricing in accordance with the Basis of Payment, Annex "B", attached herein, as firm all inclusive rates for all pricing requirements, including all Option Year(s) or their offer will be considered non-responsive and will be given no further consideration.

#### **4.2 Basis of Selection**

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

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a 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 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 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 – Required Documentation

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

#### 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

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

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *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

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 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 quarterly reporting period is defined as follows:

1st quarter: Issuance of Standing Offer to 31 March;  
2nd quarter: 1 April to 30 June;  
3rd quarter: 1 July to 30 September;  
4th quarter: 1 October to 31 December

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

#### 6.4 Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Issuance to 31 December 2016.

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#### 6.4.2 Extension of Standing Offer

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

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

#### 6.5 Authorities

##### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

##### 6.5.2 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.

##### 6.5.3 Offeror's Representative (To be completed by Offeror)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
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 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Vice Chief of Defence Staff.

## **6.8 Call-up Procedures and Instrument**

This work will be authorized or confirmed by the identified User(s) using for PWGSC-TPSGC 942, Call-up against a Standing Offer or electronic document.

## **6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## **6.10 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04), General Conditions – Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## **6.11 Certifications and Additional Information**

### **6.11.1 Compliance**

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

## **6.12 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2016-04-04), General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period for making call-ups and providing services against the Standing Offer is from Issuance to 31 January 2018 inclusive.

### **6.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [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.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

#### **6.5.2 Limitation of Price**

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

#### **6.5.3 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

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W6599-170018

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46094

Buyer ID - Id de l'acheteur  
kin535  
CCC No./N° CCC - FMS No./N° VME

- 
- e. Wire Transfer (International Only);
  - f. Large Value Transfer System (LVTS) (Over \$25M)

## **6.6 Invoicing Instructions**

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.

## **6.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. 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 Standing Offer 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **TACTICAL DRIVING AND DYNAMIC RANGE FACILITIES**

##### **1.0 BACKGROUND**

1.1 The Canadian Armed Forces (CAF) is dependent on the timely and professional delivery of a Tactical Driver's training and the infrastructure to conduct advanced and complex ranges 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 and shooting 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.

##### **2.0 OBJECTIVE AND SCOPE**

2.1 The contractor must provide all the required facilities, resources, and instructors for a tactical driver course and the use of facilities to conduct dynamic ranges. The Tactical Driver's Course will allow deploying military personnel to receive the necessary skill set required during deployed operations. Whereas, the use of the ranges and infrastructure to support team field firing will allow CAF to conduct various training activities in order to conduct operations on deployment.

2.2 On an "as and when requested basis" the contractor must be prepared to deliver the training course identified within the Statement of Work (SOW). The contractor must deliver within North America. In accordance with the terms and conditions which will identify the specific training requirement based on the list of tasks identified in the SOW. Whenever possible, CAF will provide a minimum of 60 days' notice to the contractor when submitting requirements.

##### **3.0 TRAINING REQUIREMENTS**

###### **3.1 TASK 1 – TACTICAL DRIVER'S COURSE**

3.1.1 The contractor must be prepared to conduct Tactical Driver Training for A minimum of eight (8) and up to a maximum of sixteen (16) CAF members per serial, conducting up to three (3) serials annually.

3.1.2 The contractor must conduct the Tactical Driving training continuously over a four-day period. When requested, by the Project Authority there will be a one-day rest period prior to proceeding to the Dynamic Range Facility.

3.1.3 The Tactical Drivers Course must meet the following criteria:

3.1.3.1 Practical instruction to include but not limited to "Drive beyond normal limits";

3.1.3.2 Practicable robust application must include but not limited to:

a. Hook up, tow and/or push disabled vehicle on/off track; and

b. Driving manual and automatic transmission vehicles. At least 50% of the vehicles used must be manual transmission and include:

- i. Small/midsize car;
- ii. High center of gravity Sport Utility Vehicle (SUV); and
- iii. High center of gravity pick-up truck.

3.1.3.3 Evasive evacuation maneuvers to include one and two car "J" and "Y" turns with a minimum of three successful attempts per student;

3.1.3.4 Evasive "pitting" and "ramming" maneuvers with a minimum of three successful attempts per student;

3.1.3.5 Driving under "low light" and "no light" conditions. (Night Vision Goggles (NVG's) will be provided by the CAF for this iteration);

3.1.3.6 Transition from paved to dirt roads (or similar) and vice versa. Drivers must be able to perform this task under duress. Drivers must display a competent ability to complete this tasking prior to moving onto scenario based confirmation of abilities on last day;

3.1.3.7 Operating a vehicle equipped with anti-lock braking systems (ABS) and without; and

3.1.3.8 Operating a vehicle under slippery/wet driving conditions

3.1.3.9 Emergency driving maneuvers and practices when faced with a disabled and non-compliant driver (simulated death);

3.1.3.10 Conventional and acceptable driving practices under extreme congested environments; and

3.1.3.11 Second/Third vehicle emergency "blocking" techniques.

3.1.4 Training scenarios for the Tactical Driver Training must include the following:

3.1.4.1 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.

3.1.4.2 Scenario settings to Include:

a. 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

b. Traversal of the track using both manual and automatic transmission vehicles in previously identified vehicle weight class;

c. Candidates will drive with the intention to blend into traffic while we move from point A to point B until a threat is encountered. Once a threat is

identified, drivers will perform drills utilizing instructed and practiced controlled aggressive driving techniques;

d. "Force on Force" application utilizing small arms FX marking cartridges (pistol and/or C8 equivalent);

e. Rear vehicle, which has the package, is being aggressively pursued and the front vehicle has to drop back and provide blocking techniques;

f. Road block front, passable with rear vehicle running and lead vehicle down requiring push through (contact with fire and contact with no fire (simulated improvised explosive device (IED)) ;

g. Road block front, passable with all vehicles running requiring push through;

h. Road block front requiring ramming techniques (vehicles running);

i. Road block front, non-passable. Vehicles running utilizing reverse out techniques;

j. Contact left, right, front and rear. Vehicles running;

k. Aggressive non-life threatening role players operating additional vehicles requiring non-aggressive driving actions; and

l. Scenario's designed for vehicle commandeering and movement from location.

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

### **3.2 TASK 2 – DYNAMIC RANGE FACILITIES AND EQUIPMENT**

The Contractor must provide the following facilities for CAF personnel attending training; and must be able to accommodate a minimum of eight (8) to a maximum of eighteen (18) CAF members on a 9-day range portion following the Tactical Driver's Training noted at Para 3.1. This training will have an additional six (6) CAF members conducting the training scenarios to the students participating.

3.2.1 Firing ranges for weapons training (urban and rural) as per para 3.2.8;

3.2.2 Outdoor facilities (i.e. shoot houses) must be year round uninterrupted access with regards to weather conditions;

3.2.3 Alarmed weapons vault with an approximate size of 10' x 10" capable of securing carbine weapons and cases;

3.2.4 A minimum of one (1) alarmed ammunition vault with an approximate size of 5' x 10' capable of securing an approximate Net Explosive Quantity (NEQ) of 50;

3.2.5 Conventional and field firing ranges that must be templated and licenced for both 9mm and 5.56mm NATO ball ammunition;

3.2.6 A combination of ranges must be automated for efficiency in range conducts;

3.2.7 The types of ranges required as follows:

- a. Built-up Training area: the contractor must possess a training area where interior combat, close quarter combat breaching and building take over technics can be practiced and confirmed. Building interiors must include a combination of hallways, corners, and multiple rooms. Live fire Close Quarter Battle (CQB) is preferred however buildings only rated for FX marking cartridges is acceptable. At least one building must have multiple floors;
- b. Urban Training area: Must be a complex that is able to accommodate training for up to 18 students simultaneously. The complex must be configured to support live or FX marking cartridges training as well as pyrotechnics such as smoke by day and night. Must be accessible for a minimum of 2 x vehicles to manoeuvre, for vehicle and dismounted assaults;
- c. Door Breaching Range: provide mechanical internal and external wooden doors for breaching training (as part of CQB);
- d. Conventional (Flat Range) from 5 -200m for up to 18 students to fire both pistol and rifle;
- e. Unknown Distance Range: 5-400m unmarked range for up to 18 shooters with access to shoot from building and various elevations, and
- f. Vehicle Counter Ambush Range: Must be an open field with dirt roads and obstacles as well as undulating ground, providing 180 degree arc of fire using 9mm and 5.56mm NATO standard ammunition, as well as pyrotechnics such as smoke. The range must be able to accommodate the manoeuvre of 2 x vehicles along a route of no less than 2 x Km's allowing for multiple ambush areas enabling the students to react to ambushes from all cardinal points of the vehicle (i.e. front, left, right and rear of vehicle).

3.2.8 Training facilities must be readily accessible to Emergency Medical Services (EMS) not to exceed 15 minutes with an accredited medical facility within 45 miles of training location. Air ambulance must be available if the proximity exceeds 45 miles not to exceed 30 minutes of air travel.

3.2.9 Field stores, barricades, rooms, windows and doors are required for room clearing range;

3.2.10 Range targets, patches and various size steel targets for firing ranges;

3.2.11 As required, a minimum of ten (10) Static Infantry Targets (SIT) with remote control capability must be available for the training with a target operator; and

3.2.12 First Aid equipment must be provided on-site, medical facilities must be within 45 miles of training location. 911 emergency services must be available in the area of training.

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### **3.3 TASK 3 – VEHICLES**

3.3.1 The contractor must provide any of the following types of vehicles on an “as and when requested basis”. This will normally be a combination of various vehicles not to exceed 4 at any given time:

- a. Primary Sport Utility Vehicles (with automatic transmission) – (similar to GMC Yukon, Ford Explorer, Toyota 4 Runner);
- b. Secondary Training vehicles (4door sedan with automatic transmission) – (if requested, mid-size sedan);
- c. Off Road vehicle (4x4 pick-up truck or SUV);
- d. Target vehicle (non-operating vehicle to be used as blocking or barricade vehicle to be rammed); and
- e. Ramming vehicle (vehicle to be used for barricade breaching)

### **3.4 TASK 4 – ROLE PLAYERS**

3.4.1 The contractor must provide up to fifteen (15) “Civilian population” role players for a 2-day period during the Urban Training scenarios on an “as and when requested basis”. Role Players will respond to scenarios provided by CAF training staff.

### **3.5 CLASSROOM**

3.5.1 The Contractor must provide a classroom for theoretical training sessions that can accommodate 22 with temperature control. The classroom must be equipped with a standard white board and wired to support electronic projection equipment.

### **4.0 MEALS, ACCOMODATION AND TRAVEL**

4.1 The Contractor must be able to provide on an as needed basis the following;

4.1.1 Must provide up to 3 meals a day for up to a maximum of 22 people and provide access to their cafeteria / dinning facility on site or within close proximity of the training area during its regular hours of operation. The contractor must ensure that unlimited drinking water is available to the Training audience during training hours;

4.1.2 All prospective contracted facilities must be within one days travel by air of Ottawa, Ontario, Canada.

4.1.3 Contractor must be able to accommodate 22 Personnel on site, with no more than 2 per room, as well as bedding, ablution areas and laundry facility. If lodgings are not available, commercial lodging must be within 45 Minutes' drive of training facilities.

### **5.0 ENVIROMNMENT**

5.1 All facilities must provide for an uninterrupted cold weather plan and the average temperature of the training facility must never fall below 4°C



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**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), FOB Destination and Canadian customs duties and excise taxes included. However, applicable taxes will be added as a separate line item to any invoice issued as a result of this Contract.

*The estimated usage provided herein is for the sole purpose of establishing an evaluation tool, based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown.*

**A. Year One (Issuance of Standing Offer to 31 December 2017)**

Item	Description	Unit of Issue	Estimated Courses per year (column A)	Estimated Number of Participants (column B)	Firm Price Per Participant (column C)	Total Price Per Year (Column A x Column B x Column C)
1	Price per participant for the Tactical Driver Training and Dynamic Ranges Course as outlined in Annex "A" for a minimum of eight (8) participants to a maximum of sixteen (16) participants.  LOCATION: to be completed by Contractor in RFSO	Participant	3	12	\$	\$

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File No. - N° du dossier  
KIN-6-46094

Buyer ID - Id de l'acheteur  
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**B. Option Year #1 (01 January 2018 to 31 December 2018)**

Item	Description	Unit of Issue	Estimated Courses per year (column A)	Estimated Number of Participants (column B)	Firm Price Per Participant (column C)	Total Price Per Year (Column A x Column B x Column C)
1	Price per participant for the Tactical Driver Training and Dynamic Ranges Course as outlined in Annex "A" for a minimum of eight (8) participants to a maximum of sixteen (16) participants.  LOCATION: to be completed by Contractor in RFSO	Participant	3	12	\$	\$

**C. Option Year #2 (01 January 2019 to 31 December 2019)**

Item	Description	Unit of Issue	Estimated Courses per year (column A)	Estimated Number of Participants (column B)	Firm Price Per Participant (column C)	Total Price Per Year (Column A x Column B x Column C)
1	Price per participant for the Tactical Driver Training and Dynamic Ranges Course as outlined in Annex "A" for a minimum of eight (8) participants to a maximum of sixteen (16) participants.  LOCATION: to be completed by Contractor in RFSO	Participant	3	12	\$	\$

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W6599-170018/A  
Client Ref. No. - N° de réf. du client  
W6599-170018

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-46094

Buyer ID - Id de l'acheteur  
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**ANNEX "C"**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

## ANNEX "D"

### INSURANCE REQUIREMENTS

#### 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 endeavor 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

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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.

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**ANNEX "E"**

**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: