



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095

**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 Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Advanced Driver Training	
Solicitation No. - N° de l'invitation W6681-16CC01/A	Date 2017-02-16
Client Reference No. - N° de référence du client W6681-16CC01	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-003-7278
File No. - N° de dossier TOR-6-39171 (003)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-29	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Escander, Lisa	Buyer Id - Id de l'acheteur tor003
Telephone No. - N° de téléphone (905)615-2062 ()	FAX No. - N° de FAX (905)615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 2200 Walkley Road Ottawa Ontario K1A0K2 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 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, Insurance Requirements, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

The Department of National Defence seeks to fulfill a requirement for tactical driver training: The standing offer holder must provide advanced driver training at their facility. The period standing of the offer is two (2) years with an additional three (3), one year option periods.

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

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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

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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 Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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 Electronic Payment of Invoices - Offer

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

If Annex "D" 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.

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

4.1.1.1 Mandatory Technical Criteria

See Annex E, Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Offeror must submit pricing, with the offer, in accordance with Annex B, Basis of Payment in Canadian funds. Prices must be submitted for each line item for the Firm Standing Offer period and all optional periods, the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

Offers will be evaluated based on the prices detailed in Annex B – Basis of Payment. The prices detailed in Annex B - Basis of Payment will be multiplied by the estimated usage for price evaluation purposes only. The estimated usage and calculations will be removed from any resulting standing offer.

The price used in the evaluation will be the Total Evaluated Cost as detailed in Annex B – Basis of Payment which is calculated as follows:

The Firm Extended Price is calculated by multiplying the Firm Unit Price by the Estimated Usage.

The Total Extended Price is the sum of the Firm Extended Price.

The Total Evaluated Cost is the sum of the Total Extended Price of the Firm Requirement and all optional periods (sum of B1.1 to B1.4).

4.1.2.2 SACC Manual Clauses

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

4.2 Basis of Selection - Mandatory Technical Criteria Only

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 [Ineligibility 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 *Ineligibility and Suspension Policy* (<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).

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

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

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

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the 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 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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 April 1, 2017 to March 31, 2019.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3), one (1) year periods from April 1, 2019 to March 31, 2020, April 1, 2020 to March 31, 2021 and April 1, 2021 to March 31 2022 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.

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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 prior to the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Lisa Escander
Supply Specialist
Publix Services and Procurement Canada
Acquisitions Branch
33 City Centre Drive, Suite 480C
Mississauga, Ontario
L5B 2N5

Telephone: 902-615-2062
Facsimile: 905-615-2060
E-mail address: Lisa.Escander@pwgsc-tpsgc.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 *(to be inserted at Standing Offer issuance)*

The Project Authority for the Standing Offer is:

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

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

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

7.5.3 Offeror's Representative *(to be completed by Offeror)*

Name: _____
Title: _____
Telephone: ____ - ____ - _____

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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, Canadian Forces Military Academy in Borden.

7.8 Call-up Procedures

The Identified User must create a Call-up against the Standing Offer using form PWGSC-TPSGC 942 for the required services.

The Identified User must fax or email the PWGSC-TPSGC 942 to the Standing Offer holder.

The Offeror must acknowledge receipt of the call-up within forty-eight (48) hours of receiving the call-up.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form [PWGSC-TPSGC 942](#) .

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$80,000.00 (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 \$ *(to be inserted at Standing Offer issuance)* (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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;

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- 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 C, Insurance Requirements;
- h) the Offeror's offer dated _____ *(to be inserted at Standing Offer issuance)*

7.13 Certifications and Additional Information

7.13.1 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.

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 _____. *(Insert the name of the province or territory as specified by the Offeror in its offer, if applicable).*

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

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

(To be inserted at Standing Offer issuance when payment by credit cards is accepted by the Offeror)

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.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure 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 - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B" for a cost of \$ _____ (*as per each call-up*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Limitation of Price

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

7.5.3 Single Payment

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

7.5.4 Electronic Payment of Invoices – Call-up (*To be inserted at Standing Offer issuance when payment by credit cards is accepted by the Offeror*)

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

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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

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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.

ANNEX "A"

STATEMENT OF WORK

1. Requirement

The Canadian Forces Military Police Academy (CFMPA) requires a qualified service provider offering advanced driver training (ADT) in order to provide candidates with the ability to maintain the skill sets necessary to perform the CFMP's Close Protection (CP) mandate.

2. Background

In 2013, the CFMP Group repatriated CP training from abroad. However, due to the lack of suitable resources, the CFMPA is seeking an alternative cost-effective training location with requisite staff and support infrastructure in order to conduct ADT.

3. Objective

The objective of this ADT is to produce highly skilled vehicle operators who may be called upon to demonstrate their skills in real world situations.

4. Scope

The ADT course must cover the following specific requirements:

Serial	Course Requirement	Expected Result/ Specifications	Comments
1	Emergency driving responses with ABS and non-ABS vehicles	Students must understand the functions of ABS and non-ABS systems. Students are exercised in braking scenarios with both systems on a series of terrains (pavement, gravel) and in a variety of conditions (wet, dry).	All types of terrains (gravel, paved) and road conditions (wet, dry)
2	Straight-line braking	Students must be able to safely stop a vehicle.	All types of terrains (gravel, paved) and road conditions (wet, dry)
3	Turning and braking drills	Students must be able to conduct turning and braking drills safely, without disturbing vehicles or passengers.	
4	Slalom driving drills	Students must be able to conduct slalom driving drills safely, without disturbing other vehicles or passengers.	
5	Multiple avoidance driving drills	Students must be able to identify	

		and successfully avoid a series of obstacles distributed along a course.	
6	Instinctive response	Students must be able to react to unexpected hazards of the roads.	
7	Skid-control techniques	The training must be progressive, i.e. basic skills taught on the skid pad with progression towards inclusion into training scenarios.	
8	Traffic-congested city driving techniques	Students must conduct motorcade operations in a real urban area.	
9	Unknown or uncertain "rules of the road"	Theoretical instruction covering rules, guidelines and how-to methods to ascertain the rules of the road.	
10	Driving in close proximity and continuous movement	Students must navigate vehicles safely through a dense traffic area, 4 to 5 vehicles wide, in very close proximity and continuous movement conditions.	Theoretical and applied training Convoy type operations (ops)
11	Minimum-distance driving considerations	Students must navigate vehicles safely through a dense traffic area, 4 to 5 vehicles wide, in very close proximity under minimum distance conditions.	Theoretical and applied training
12	Intersections and stop signs	Students must recognize threats at intersections and go through intersections in a tactical, yet safe matter.	Motorcade ops
13	Whole-road concepts	Students must demonstrate an awareness of the road environment and threats and possess the ability to use the entirety of the road in a safe manner.	Motorcade ops
14	Restricted-lanes concepts	Students must possess the ability to identify threats related to restricted lanes and safely navigate through them.	Motorcade ops
15	High-speed cornering techniques	Students must navigate a sharp turn at maximum speed while retaining safe control of the vehicle.	Includes setting up the vehicle for braking, turning and braking in the

			corner
16	Braking zones	Students must understand the stages of breaking (normal, hard, skid) and the speed to breaking distance relationship. They must be able to demonstrate this understanding in practical scenarios.	
17	Pointing and balancing the vehicle	Students must understand their wheel locations in incline, decline and obstacle situations. The understanding must be exercised in practical scenarios (preferably off road).	
18	Ramming through barricades	Students must remove stationary threats using ramming techniques.	
19	Reverse-out technique	Students must be able to safely and efficiently drive vehicles in reverse.	Exercised in a threat situation
20	Y turn and reverse 180° turn	Students must effectively conduct a "y" turn and a reverse 180° turn using multiple vehicles.	Motorcade ops
21	Off-road recovery	Students must be able to recover the vehicle when driven off road.	
22	Performed immobilization techniques (PIT)	Students must conduct PIT. A pursuit tactic by which a pursuing car can force a fleeing car to abruptly turn sideways, causing the driver to lose control and stop.	
23	Driver down – Right front-seat driving drill	Students must be able to safely take control of a moving vehicle from the right side passenger seat in both a threat and no threat scenario.	
24	Attack recognition seminar	In-class instruction focused on (but not limited to) recognizing an attack in the following scenarios: a. Ambush b. Ambush - Obstruction to the front c. Ambush - Obstruction front and rear d. Ambush - Split convoy e. Sniper or small arms contact	

		f. Roadblock g. Civilian crowd h. Accident/Breakdown	
25	Single- and multi-vehicle simulated attack recognition and evasive response	Practical demonstrations followed by progressive exercises for (but not limited to) the following scenarios: a. Ambush b. Ambush - Obstruction to the front c. Ambush - Obstruction front and rear d. Ambush - Split convoy e. Sniper or small arms contact f. Roadblock g. Civilian crowd h. Accident/Breakdown i. Flat tire administrative/tactical	

5. Deliverables

The Contractor must provide the following on an as and when required basis:

- a) Provide advanced driver training courses that will be delivered in a three-day (3) package.
- b) Provide qualified and experienced instructors to deliver the course. Qualified and experienced driving instructors are deemed to be those that have current knowledge in the fields of evasive driving techniques and vehicle convoy operations, and have no less than two (2) years of experience, within the last 5 years, in instructing these subjects to military or police force audiences. Proof of this operational experience must be provided by the Contractor if requested by CFMPA course staff.
- c) Driving instructors must be provided at a ratio of one (1) instructor to no more than every three (3) students.
- d) Provide “training enablers” such as instructor assistants and/or role players for training scenarios, as required.
- e) Provide facilities for theoretical and applied training delivered to students as follows:
 - i. Theoretical training must be delivered in classrooms that can accommodate the necessary personnel and are sufficiently equipped with writing boards and projection to deliver the theoretical material. This may include but is not limited to, standard whiteboards/smart boards and electronic projection of materials;
 - ii. Applied training must be delivered on driving tracks with asphalt and natural terrain (grass, sand, gravel) surfaces and in all conditions (wet and dry) to meet the following:
 - a. general track paved with asphalt allowing double car driving on straight stretches and camber corners (positive and negative);
 - b. tactical track suitable for course as described above;

- c. four way intersections and side streets; and
- d. off-road driving area;
- iii. provide the following vehicles which will be used to exercise driving techniques such as ramming through barricades, single- or multi-car mock attack recognition, and evasive response;
 - a. primary training vehicle (SUV with automatic transmission);
 - b. off-road training vehicle (4x4 SUV with automatic transmission);
 - c. target vehicle (non-operating vehicle to be used as blocking or barricade vehicle to be rammed);
 - d. ramming vehicle (vehicle to be used for barricade breaching); and
 - e. consumable vehicle (varied models of vehicles that are mechanically safe and intended to be consumed).

NOTE: The CFMPA shall not be responsible for the replacement and repair of vehicles and props consumed or damaged during the delivery of the course. The Contractor will be responsible for, and have the capacity to, repair or replace any damaged equipment and vehicles during any of the courses, in such a fashion as not to affect training and at no cost to Department of National Defence.

- f) Permit no more than three (3) students per vehicle during practical driving exercises and instructional driving demonstrations.
- g) Provide related courseware, reference materials and/or handouts for training (one (1) copy per student).
- h) Provide unrestricted access to computers with internet access for completion of course work as required.
- i) Provide storage space that is a minimum of 800 square feet in size for personal equipment and kit. The space may be two (2) spaces of a minimum of 400 square feet each. The space(s) must be on-site, secured, provide protection from the weather, and lockable.
- j) Provide and confirm the ADT facility is within 50 km travel distance of commercial accommodations.
- k) Ensure CFMPA personnel has exclusive use of assigned storage and classrooms throughout the course.
- l) Ensure the ADT course is designed to teach anyone with a valid driver's license the tactics, techniques and procedures of ADT. No prerequisite training shall be required.
- m) The Contractor must disclose any safety incidents that resulted in injury or death.
- n) The Contractor training location must be located within a 60-minutes' drive from a hospital.

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6. Language of Work

All training and support will be in English.

7. Government-Furnished Equipment

Government supplied services will be limited to those services identified in the statement of work which are necessary for performance of the work. However, this limitation does not preclude a favorable response by the CFMPA to any reasonable need, identified by the Contractor, for additional assistance where such a need could not have been foreseen and is clearly in support of the spirit and intent of the contracted work.

8. Location

All ADT will occur at the Contractor's location which must be in Ontario and within 50 km of commercial accommodations.

ANNEX "B"

BASIS OF PAYMENT

(All information in italics will be removed from any resultant standing offer.)

The Standing Offer Holder will be paid firm all inclusive unit prices in Canadian funds. The total amount of Harmonized Sales Tax (HST) is to be show separately, if applicable. Financial prices submitted in any other currency will result in the offer being deemed non-compliant and will be given no further consideration.

For evaluation purposes, a bid price analysis will be performed using the firm all-inclusive prices submitted by the Offeror in accordance with Annex B, Basis of Payment and the estimated quantities identified below. The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage nor are they to necessarily represent the full requirement under this contract.

B1 Firm Requirement: April 1, 2017 to March 31, 2019

Description	Number of Students	Estimated Usage	Firm Unit Price	Firm Extended Price
Three Day ADT Training Course	1	1	\$	\$
Three Day ADT Training Course	3	8	\$	\$
Total Extended Price				\$

B2 Optional Period 1: April 1, 2019 to March 31, 2020

Description	Number of Students	Estimated Usage	Firm Unit Price	Extended Price
Three Day ADT Training Course	1	1	\$	\$
Three Day ADT Training Course	3	8	\$	\$
Total Extended Price				\$

B3 Optional Period 2: April 1, 2020 to March 31, 2021

Description	Number of Students	Estimated Usage	Firm Unit Price	Extended Price
Three Day ADT Training Course	1	1	\$	\$
Three Day ADT Training Course	3	8	\$	\$
Total Extended Price				\$

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B4 Optional Period 3: April 1, 2021 to March 31, 2022

Description	Number of Students	Estimated Usage	Firm Unit Price	Extended Price
Three Day ADT Training Course	1	1	\$	\$
Three Day ADT Training Course	3	8	\$	\$
Total Extended Price				\$

B5 Total Evaluated Cost

<i>B1 Total Extended Price</i>	\$
<i>B2 Total Extended Price</i>	\$
<i>B3 Total Extended Price</i>	\$
<i>B4 Total Extended Price</i>	\$
Total Evaluated Cost	\$

ANNEX "C"

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 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. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

B. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

B. Errors and Omissions Liability Insurance

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

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

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ANNEX "D" to PART 3 OF THE REQUEST FOR STANDING OFFERS
ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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 "E"

EVALUATION CRITERIA

The Offeror must provide documentation demonstrating that they meet the following mandatory criteria.

The Offeror must provide statements of compliance to indicate they are in conformance with the mandatory requirements. Each statement must include a brief summary/paragraph explaining how they are compliant.

	Mandatory Technical Criterion	Cross-reference to Proposal
	CONTRACTOR EXPERIENCE	
M1.	<p>The offeror must demonstrate that they can provide the following training:</p> <ul style="list-style-type: none"> i. Emergency driving responses with ABS and non-ABS vehicles ii. Straight line braking, turning and other braking drills iii. Slalom driving drills iv. Multiple avoidance driving drills v. Instinctive response vi. Skid-control techniques vii. Traffic-congested city driving techniques viii. Unknown or uncertain "rules of the road" ix. Driving in close proximity and continuous movement x. Minimum-distance driving considerations xi. Intersections and stop signs xii. Whole-road concepts xiii. Restricted-lanes concepts xiv. High-speed cornering techniques xv. Braking zones xvi. Pointing and balancing the vehicle xvii. Ramming through barricades xviii. Reverse-out technique xix. Y turn and reverse 180° turn xx. Off-road recovery xxi. Performed immobilization techniques xxii. Driver down - Right front-seat driving drill xxiii. Attack recognition seminar xxiv. Single- and multi-vehicle simulated attack recognition and evasive response xxv. Turning and Breaking 	
M2.	<p>The Offeror must demonstrate that they have:</p> <ul style="list-style-type: none"> A. qualified and experienced driving instructors with current knowledge in the fields of evasive driving techniques and vehicle convoy operations B. 2 years' experience in instructing the subjects outlined in M1 to military or police force audiences. 	

M3.	<p>The Offeror must demonstrate that they can provide facilities for theoretical and applied training delivered to students as follows:</p> <p>a. theoretical training must be delivered in classrooms that can accommodate the necessary personnel and are sufficiently equipped with writing boards and projection to deliver the theoretical material. This may include but is not limited to, standard whiteboards/smart boards and electronic projection of materials;</p> <p>b. applied training must be delivered on driving tracks with asphalt and natural terrain (grass, sand, gravel) surfaces and in all conditions (wet and dry) to meet the following:</p> <ul style="list-style-type: none"> i. general track paved with asphalt allowing double car driving on straight stretches and camber corners (positive and negative); ii. tactical track suitable for course as described above; iii. four way intersections and side streets; and iv. off-road driving area; <p>c. provide the necessary vehicles which will be used to exercise driving techniques such as ramming through barricades, single- or multi-car mock attack recognition, and evasive response.</p>	
M4.	<p>The Offeror must demonstrate they can provide the following vehicles:</p> <ul style="list-style-type: none"> a. primary training vehicle (SUV with automatic transmission); b. off-road training vehicle (4x4 SUV with automatic transmission); c. target vehicle (non-operating vehicle to be used as blocking or barricade vehicle to be rammed); d. ramming vehicle (vehicle to be used for barricade breaching); and e. consumable vehicle (varied models of vehicles that are mechanically safe and intended to be consumed). 	
FACILITIES		
M6.	<p>The Offeror must demonstrate that their training facility is located within a 60-minutes' drive from a hospital.</p>	
M7.	<p>The Offeror must demonstrate that their training facility is located within 50 km of Commercial accommodations.</p>	
M8.	<p>The Offeror must demonstrate that their training facility is located within the Province of Ontario.</p>	