



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À COMMANDES**

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

Bid Receiving – PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

**Solicitation Closes –
L'invitation prend fin**

At – à : 10 October 2017

On - le: 1400hrs / 14h00 EDT

Title/Titre: Off Road Motorcycle Training	Solicitation No – N° de l'invitation W6399-18KA16/A
Date of Solicitation – Date de l'invitation 2017-09-01	
Address Enquiries to – Adresser toutes questions à joyce.harper@forces.gc.ca	
Telephone No. – N° de téléphone 613-949-4819	FAX No – N° de fax
Destination Specified Herein Précisé dans les présentes	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/1 excise taxes and are to be delivered Delivery Duty Paid including all deliv charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée See Herein / Précisé dans les présentes	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



Request for Standing Offers (RFSO)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Attachments include the Pricing Schedule, Electronic Payment Instrument and the PWGSC-TGSGC 942 form.

The Annexes include the Annex "A" -Statement of Work, Annex "B" – Basis of Payment table, Annex "C" - Bid Evaluation,

1.2 Summary

- 1.2.1 This Request for Standing Offer (RFSO) is for a qualified service provider with the facilities, capacity, resources, instructor and personnel to support the Off Road Motorcycle Course.

The Identified user is the Department of National Defence (DND).

The period of the Standing Offer is from date of the Standing Offer issuance for a period of three (3) firm years with two (2) one year option periods.

Training must be conducted at the Offeror's facility.

- 1.2.2 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the

Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA).

- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20, Further Information is deleted in its entirety.

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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 5 calendar days before the 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 (one hard copy),

Section III: Certifications and Additional Information (2 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 and the Pricing Schedule Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

- A.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- B.** Bidders must submit their bid FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- C.** When preparing their financial bid, Bidders should review clause 4.1.2, Financial Evaluation, of Part 4 of the bid solicitation; and article 7.5, Payment, of Part 7B of the bid solicitation.

3.2 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3 - 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.

3.3 Exchange Rate Fluctuation

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

Section III: Certifications and Additional Information

In Section III of their offer, Offerors should provide the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria; and
- (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

Bidders must meet the mandatory requirements as noted in ANNEX "C" to be considered responsive.

4.1.2 Financial Evaluation

- 4.1.2.1 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection

- 4.2.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price in the Pricing Schedule detailed Attachment 1 to Part 3 will be recommended for award 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 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.

5.1.1 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.

5.1.2 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.

PART 6 – SECURITY

There are no security requirements.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 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 this Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#)

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

7.3.1 General Conditions

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

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period of the Standing Offer Agreement will be three (3) firm years, starting **<date to be inserted at Standing Offer award>**.

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 two (2) additional 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

7.4.4 Delivery Points

Delivery of the requirement will be made at Offeror's Facility as specified at Annex A -para 3.1, of the Standing Offer.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority is:

Name: _____

Title: _____

Department of National Defence
ADM (Mat) / DGLEPM
Directorate: _____
Address: _____

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

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

Name: _____
Title: _____
Address: _____

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND).

7.8 Call-up Instrument

The Work will be authorized or confirmed by DLP 6 personnel using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, Attachment 1 to Part 7”

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **the limit of the Standing Offer** (Applicable Taxes included).

7.10 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2016-04-04), General Conditions - Medium Complexity - Services ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*).

7.11 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.

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

7.13 Call-up Procedures

The work to be performed will be on an “as and when requested” basis and will be carried out as follows. Call-ups will be raised by DND DLP 6 Contracting Authority by using the 942 Call-up Against A Standing Offer form (Attachment 1 tor Part 7):

- 7.13.1 The identified User will provide the Offeror a written notice of required training dates.
- 7.13.2 For all Call-ups from DND / DLP 6, the Offeror will be provided with a description of the work to be performed based on rates from the Standing Offer Basis of Payment table.
- 7.13.3 Upon receipt of a 942 Call-up against a Standing Offer form, the Offeror will acknowledge the 942. The acknowledgement can be in hard copy or by email, but must

contain the following: " _____ (name of the Offeror) has received and acknowledges Call-up No. _____ and agrees with the cost and time estimated stated in the Call-up".

- 7.13.4 In the event the Offeror does not agree with the cost or time estimate in the Call-up, the Offeror shall contact the Call-up originator to notify its concerns. The parties shall work together to come to an agreement. The DND / DLP 6 - Contracting Authority can be consulted when agreements are not forthcoming.
- 7.13.5 Upon receipt of the Call-up acknowledgement from the Offeror, the Call-up originator shall place the acknowledgement on the Call-up Standing Offer file.

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 General Conditions

SACC Manual clause [2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

- a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

7.3 Term of Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

The Basis of Payment table - Annex B is as described below:

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, 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.

7.5.1.1 SACC Manual Clause [H1000C](#) (2008-05-12) - Single Payment;

7.5.1.2 SACC Manual Clause [C2000C](#) (2007-11-30) – Taxes – Foreign-based Contractor

7.5.2 **Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s), as per Attachment 2 to Part 3:

- a. Direct Deposit (Domestic);
- b. Cheque (Internal and Domestic);and
- c. Wire Transfer (International Only).

7.5.3 **Invoicing Instructions**

Invoices must be distributed as follows:

- a. The original must be forwarded to the following address for certification and payment.
Department of National Defense Headquarters
101 Colonel By Drive,
DGLPEM / DLP 6,
Ottawa ON, CANADA
K1A 0K2.

OR
- b. Email to: joyce.harper@forces.gc.ca

7.6 **Insurance**

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement.

7.7 **Defence Contract**

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract.

ANNEX "A" STATEMENT OF WORK OFF-ROAD MOTORCYCLE TRAINING

1.0 SCOPE

- 1.1 **Purpose.** The Department of National Defence (DND) has a requirement for off-road motorcycle training for deploying Canadian Armed Forces (CAF) members. The purpose of this Statement of Work is to define the scope and requirement that applies to the delivery of this off-road motorcycle training to DND.
- 1.2 **Background.** DND has an operational requirement to train personnel to have CAF members qualified to operate off-road motorcycles in adverse conditions, over all terrains, in all types of weather, by day or night. CAF members must possess the knowledge and skills to safely operate off-road motorcycles and supervise those with lesser degrees of qualification when required.

2.0 OBJECTIVE

- 2.1 The objective is to secure the services of an experienced Offeror on an 'as-and-when requested' basis for three (3) firm years plus two (2) option year periods. Required training is for up to eight (8) students per course as a maximum and must be from three (3) up to five (5) calendar days, depending on required level of training. The Offeror must provide beginner, intermediate and advanced levels of difficulty, based on student experience. The DND Technical Authority (TA) will decide in collaboration with the Offeror what level of training will be required upon request for quote. Each training day must encompass a minimum of six (6) to a maximum of eight (8) hours of dedicated instruction.

3.0 REQUIREMENT

- 3.1 The Offeror must perform the following instruction at the Offeror's facilities.
- 3.1.1 Motorcycle safe handling and riding drills, on off-road and in adverse conditions.
 - 3.1.2 Self-recovery methods when the motorcycle is broken-down or stuck.
 - 3.1.3 How to traverse varied terrain including the following:
 - 3.1.3.1 Hills;
 - 3.1.3.2 Washboard roads;
 - 3.1.3.3 Cross-country;
 - 3.1.3.4 Ditches;
 - 3.1.3.5 Sand;
 - 3.1.3.6 Muddy regions,

3.1.3.7 Rocky terrain;

3.1.3.8 Loose gravel; and

3.1.3.9 Undulating ground: inclines, declines, slants, and slopes.

3.1.4 Instruction on basic motorcycle maintenance, including common off-road riding problems and malfunctions.

3.1.5 Availability of training dates upon request from the DND TA.

3.1.6 A course agenda to the DND TA prior to ten (10) calendar days of scheduled training.

4.0 FACILITIES

4.1 All training must be delivered at the Offeror's facilities, which must be located within a 100 km radius of National Defence Headquarters.

4.2 The Offeror must provide the following:

4.2.1 One (1) dedicated off-road motorcycle per student for the duration of the course at the beginner, intermediate, and advanced levels;

4.2.2 Off-road motorcycles in a variety of different sizes. (The engine displacement of the motorcycles must reflect the unique size and experience level of each student);

4.2.3 All maintenance supplies (fuel, filters, rags, petroleum, oil, lubricants, sparkplugs...etc.);

4.2.4 Motocross-style personal protective gear and safety equipment for the duration of the training, including goggles, gloves, helmets, boots, long sleeve jerseys, and riding pants;

4.2.5 A ratio of one (1) instructor per four (4) students for all levels of instruction;

4.2.6 A rest area which must have an overhead protection (hard- or soft-cover is acceptable). This rest area must be large enough to accommodate eight (8) students and their respective motorcycles during the periods of vehicle maintenance instruction;

4.2.7 Facilities that contain all of the terrain conditions listed in para 3.1.3;

4.2.8 A washroom and access to potable water; and

4.2.9 An operating off-road motorcycle facilities and/or an off-road-motorcycle company that has been in operation for at least 10 years.

5.0 DND RESPONSIBILITIES

5.1 DND will provide the Offeror with following:

- 5.1.1 One (1) representative per serial to interface with the Offeror on behalf of the students. Note that any safety risks encountered during conduct of the training will be mitigated by safety oversight by DND personnel.
- 5.1.2 Training start dates that must be finalized within a minimum of ten (10) days' notice, at which time DND Procurement Authority will provide the number of students, the level of training and approximate motorcycle sizes, and the number of training days required.
- 5.1.3 Coordination of meals and transportation to and from the training facilities.

6.0 EXPERIENCE

- 6.1 The Offeror must provide the following:
 - 6.1.1 Instructors with at least 10 years of off-road motorcycle experience and five (5) years of off-road motorcycle instruction experience. Experience is considered proven by the provision of personal race and/or competition results, student race results, and/or professional references.
 - 6.1.2 Facilities and/or instructors with sponsorships by commonly recognized off-road motorcycle companies and manufacturers (e.g. Kawasaki, Fox Racing, Yamaha, etc).

7.0 LANGUAGE

- 7.1 All instruction must be provided in English.

8.0 CANCELLATION

- 8.1 DND reserves the right to cancel any requested training serial 14 calendar days or more in advance of the scheduled training date.

9.0 VEHICLE INSPECTION

- 9.1 For safety purposes, the Offeror must provide the TA a complete pre-delivery inspection of the equipment and provide a written copy of this inspection at the time of delivery. The inspection report must include a clear, technical description stating the safety of the equipment supported by evidence of the condition.
- 9.2 Inspections upon return must be completed and a copy of the inspection report issued to the DND TA. (Note that minor scrapes and scratches are considered normal 'wear and tear').
- 9.3 If original vehicle becomes unserviceable, the Offeror must provide replacement vehicles in a quick turnaround time in order not to impede the students training.

10.0 KICK-OFF MEETING

- 10.1 A kick-off meeting will be held by teleconference. The kick-off meeting will be held within 10 business days from Standing Offer (SO) award. The purpose of the kick-off meeting will be to review the SO requirements, review the equipment list, and finalize the proposed training schedule and to introduce all the applicable people involved.

ANNEX "B" BASIS OF PAYMENT

W6399-18KA16 / 001 / A - Basis of Payment Table						
		Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Course		All-inclusive fixed daily rate	All-inclusive fixed daily rate	All-inclusive fixed daily rate	All-inclusive fixed daily rate	All-inclusive fixed daily rate
Beginner Level	Instructor	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
Beginner Level	Student	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
Intermediate Level	Instructor	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
Intermediate Level	Student	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
Advanced Level	Instructor	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
Advanced level	Student	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award	This table to be completed by DND at SO award
						Total Evaluated Price
						Applicable Taxes
						Total

ANNEX “C” EVALUATION PLAN

OFF ROAD MOTORCYCLE TRAINING

1. Evaluation Methodology – Standing Offer Agreement (SOA) award will be based on the lowest cost compliant bid submission as per Annex C. The evaluation will be conducted by DND members on the criteria provided only. Mandatory requirements are identified by the word “must,” all mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant.
2. All submissions should be typed, preferably on company letterhead.
3. To avoid duplication and delays, Offerors should refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Mandatory Criteria	Bidder: Cross Reference to Proposal (page #)	DND Evaluator	Comments
		Met / Not Met	
FACILITY			
M1. The Offeror must provide a clear diagram and/or aerial photo and/or pamphlet of its facilities that clearly defines the terrain (as per Annex A, para 3.1.3)			
M2. The Offeror must clearly demonstrate by Google or any other variance of map specifying location of facilities are within a 100 km radius of National Defence Headquarters (NDHQ), 101 Colonel By Dr. Ottawa, Ontario as specified in (as per Annex A, para 4.1).			
M3. The Offeror must provide proof (e.g. business license or deed) which establishes the facilities and/or company have been in continuous operation of an off-road motorcycle business for a minimum 10 years (as per Annex A para 4.2.9).			
M4. The Offeror must provide at least eight (8) fully-functional off-road motorcycles (specified in Annex A, paras 4.2.1 and 4.2.2)			

Mandatory Criteria	Bidder: Cross Reference to Proposal (page #)	DND Evaluator	Comments
		Met / Not Met	
M5. The Offeror must provide personal protective gear and safety equipment, (Annex A para 4.2.4).			
EXPERIENCE M6. The Offeror must propose two (2) or more experienced off-road motorcycle instructors as per Annex A paras, 6.1.1 and 6.1.2. Résumés of each potential instructor are required which outline both off-road motorcycle and off-road motorcycle instructor experience (i.e. courses and/or race results, profiles, sponsorships, professional references...etc.).			

ATTACHMENT 1 TO PART 3

PRICING SCHEDULE

The Bidder must complete the pricing schedule(s) and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule(s) by including in its financial bid its quoted all-inclusive firm price (in Can \$) for each course category for each period identified and all-inclusive fixed hourly rate (in Can \$) for the additional instructor category.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

W6399-18KA16 / 001 / A - Pricing Schedule									
		Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Subtotal	Estimated Days	Total*
Course		All-inclusive fixed daily rate	All-inclusive fixed daily rate	All-inclusive fixed daily rate	All-inclusive fixed daily rate	All-inclusive fixed daily rate	Total combined fixed daily rate (Y1 +Y2+Y3+OY1+OY2)	Number of Days	Total Cost (Total Combined fixed daily Rate *Number of Days)
Beginner Level	Instructor	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	100	\$Bidder to insert amount
Beginner Level	Student	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	100	\$Bidder to insert amount
Intermediate Level	Instructor	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	50	\$Bidder to insert amount
Intermediate Level	Student	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	50	\$Bidder to insert amount
Advanced Level	Instructor	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	50	\$Bidder to insert amount
Advanced level	Student	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	\$Bidder to insert amount	50	\$Bidder to insert amount
*Note that estimated days are for evaluation purposes only and not a guarantee of any work.							Total Evaluated Price		Bidder to insert amount
							Applicable Taxes		Bidder to insert amount
							Total		Bidder to insert amount


ATTACHMENT 2 TO PART 3
ELECTRONIC PAYMENT INSTRUMENTS

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

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

ATTACHMENT 1 to PART 7

PWGSC-TPSGC 942

	Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada	Call-up Against a Standing Offer Commande subséquente à une offre à commandes
Ship to - Expéditeur à		<p>To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.</p> <p>Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.</p> <p>Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.</p> <p style="text-align: center;"> NO YES If YES, attach a SRCL to the call-up NON OUI Si OUI, joindre une LVERS à la demande </p>
Supplier - Fournisseur		

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

The detailed instructions in the standing offer Les instructions détaillées dans l'offre à commandes	The address shown in the "Ship to" block L'adresse indiquée dans la case « Expéditeur à »	Special instructions below Les instructions particulières ci-dessous
---	--	---

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.
 Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes	Requisition No. - N° de demande Order. Off. - Bur. dem. YY - AA Serial No. - N° de série	Client Reference No. (optional) N° de référence du client (facultatif)
--	---	---

The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.
 Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
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Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

Special instructions - Instructions particulières	Total
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For further information, call - Pour renseignements supplémentaires, contactez		Delivery required by - Livraison requise le	
Name - Nom	Telephone No. - N° de téléphone	(YYYY-MM-DD)	(AAAA-MM-JJ)
For internal purposes only - Pour usage interne seulement		Approved for the Minister - Approuvé pour le Ministre	
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.			
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)	Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)

