



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 : 19 aout, 2019

On - le: 1400hrs / 14h00 EDT

Title/Titre: Rotary Wing Underwater Egress Training (RWUET)	Solicitation No – N° de l'invitation W6399-18KD84/A
Date of Solicitation – Date de l'invitation 10 July, 2019	
Address Enquiries to – Adresser toutes questions à Gregory.duret@forces.gc.ca	
Telephone No. – N° de téléphone 613-945-2875	FAX No – N° de fax N / A
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" – Evaluation Plan, and Annex "C" – Basis of Payment table.

1.2 Summary

- 1.2.1 This Request for Standing Offer (RFSO) is for a qualified service provider with resources, instructor and personnel to support the provision of Rotary Wing Underwater Egress Training (RWUET) including Emergency Breathing Systems (EBS) to allow CAF members to practice and maintain the necessary operational and medical skills in order to safely function in theater.

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 three (3) one-year option periods.

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade

Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTTP) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

- 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 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 calendar days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated Migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.14 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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](#) (2019-03-04) 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(2), Further Information is deleted in its entirety.

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DND 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 (1 hard copy),

Section II: Financial Offer (1 hard copy),

Section III: Certifications and Additional Information (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 Annex C, "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.
- D.** **C3011T** (2013-11-06), Exchange Rate Fluctuation.

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.

Section III: Certifications

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

Refer to Annex "B" – Evaluation Plan – Mandatory Technical Criteria

4.1.2 Financial Evaluation

- 4.1.2.1 The price of the offer will be evaluated in Canadian dollars, FOB Destination. Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

- 4.2.1 An offer must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest total evaluated price in the Pricing Schedule detailed Attachment 1 to Part 3 will be recommended for award of a Standing Offer. Total Evaluated Bid Price = SUM A+B+C+D+E+F.

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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

PART 6 – SECURITY

There are no security requirements applicable to this Standing Offer.

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 (2017-06-21) 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 contract will be three (3) firm years from the date of 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 three (3) 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.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Gregory Duret
Title: Procurement Authority
Department of National Defence
ADM (Mat) / DGLEPM
Directorate: DLP 8
Address: 101 Colonel By Drive, Ottawa, ON, K1A 0K2

Telephone: 613-945-2875

E-mail address: gregory.duret@forces.gc.ca

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

<to be identified at Standing Offer Award>

The Project Authority for the Standing Offer is

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

Telephone: ____ - ____ - _____

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 identified at Standing Offer Award>

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - _____

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) / DLP 8 personnel.

7.8 Call-up Instrument

The Work will be authorized by DLP 8 personnel using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, "Attachment 1 to Part 7".

7.9 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 contract award>](#) (*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.

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 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2018-06-21), 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 8 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 8, 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 must contact the Call-up originator to notify its concerns. The parties must work together to come to an agreement and finalize a solution prior to work commencing.
- 7.13.5 Upon receipt of the Call-up acknowledgement from the Offeror, the Call-up originator must place the acknowledgement on the Call-up Standing Offer file.

7.14 Transition to an e-Procurement Solution

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada

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](#) (2018-06-21), 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

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

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

In consideration of the Contractor satisfactorily completing all of its obligations under the specified Call-Up, the Contractor will be paid firm *unit price(s)*", as specified in Annex C for a total cost as noted in the authorized specified 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.

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

7.5.2 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,
DGLEPM / DLP 8,
Ottawa ON, CANADA
K1A 0K2.

OR
- b. Email to: gregory.duret@forces.gc.ca

7.5.3 Electronic Payment of Invoices – Call-up

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

- a. Cheque (Internal and Domestic); or
- b. Direct Deposit (Domestic).

7.6 Insurance

SACC Manual clause [G1001C](#) (2013-11-06) Insurance - Specific Requirements.

7.7 Defence Contract

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

7.8 Foreign Nationals

SACC Manual Clause [A2000C](#) 2006-06-16, Foreign Nationals (Canadian Contractor)

OR

SACC Manual Clause [A2001C](#) 2006-06-16, Foreign Nationals (Foreign Contractor)

ANNEX "A" STATEMENT OF WORK ROTARY WING UNDERWATER EGRESS TRAINING (RWUET)

1. OBJECTIVE

The purpose of this Statement of Work (SOW) is to define the tasks and deliverables that apply to a Standing Offer (SO) for Emergency Breathing Systems (EBS) and Rotary Wing Underwater Egress Training (RWUET) for the Department of National Defence (DND).

2. SCOPE

The Department of National Defence (DND) has a requirement for training on the Aqualung LV2 model Emergency Breathing Systems (EBS) and Rotary Wing Underwater Egress Training (RWUET), on an "as and when" requested basis. The Contractor must provide instruction to a minimum of five (5) up to a maximum of 25 CAF Members for any training serial;

3. REFERENCES

- 3.1 Sea State: The general condition of the free surface on a large body of water with respect to waves and swell;
- 3.2 Sea State 0: 0m wave height, calm (glassy);
- 3.3 Sea State 1: Up to 0.1m wave height, calm (rippled);
- 3.4 Sea State 2: 0.1-0.5m wave height, smooth (wavelets);
- 3.5 Sea State 3: 0.5-1.25M wave height, slight waves;
- 3.6 CH-146 Griffon: Canadian military variant of the Bell 412EP multi-use utility helicopter;
- 3.7 CH-147F Chinook: Canadian military twin-engine, tandem rotor heavy-lift helicopter. Manufactured by Boeing;
- 3.8 CH-148 Cyclone: Canadian military twin-engine, multi-role shipboard helicopter. Manufactured by Sikorsky.
- 3.9 EBS: Manufactured by Aqualung, model LV2. Provided to vendor by DND.

4. GOVERNMENT FURNISHED EQUIPMENT (GFE)

- 4.1 Emergency Breathing Systems (EBS), one per student per serial up to 30 to account for spare units;
- 4.2 Life Preserver Unit (LPU), one per student per serial;
- 4.3 Student personal tactical equipment (individually worn to simulate operational dress).

5. REQUIREMENT

5.1 Tasks

- 5.1.1 The Contractor must provide a training program, as and when requested, capable of training DND personnel on both EBS and RWUET.
- 5.1.2 The Contractor must provide training as identified in Deliverables para 6.1.8 and 6.1.9 capable of meeting DND's desired curriculum as outlined under Section 6.1.

- 5.1.3 The Contractor must deliver the training program using the Contractor's facilities and equipment outlined under Section 6.1, and provide all the necessary training equipment and support personnel as outlined under Section 6.2.
- 5.1.4 The Contractor must develop a continuing evaluation program to determine student progress of CAF personnel. Progress must be evaluated by Contractor's instructors for giving to the DND OPI. Pass or fail are not required.
- 5.1.5 The Contractor must store and secure all GFE at the training facility.
- 5.1.6 The Contractor must perform maintenance inspections on all GFE stored at the training facility in accordance with the provided GFE manual to include the following:
- a) Performing a visual inspection of EBS system and life support equipment; and
 - b) Perform, on a continuing basis, minor maintenance services to DND owned EBS equipment as required, which includes the refilling of air.
- NOTE: DND divers will inspect the EBS on a periodic basis IAW with the OEM's warranty and guidelines. DND will send to the OEM for any maintenance required. If required, DND will ensure a replacement unit is available for training.
- 5.1.7 DND will replace unit equipment upon notification by the Contractor of an inspection deficiency.
- 5.1.8 DND will provide a minimum of 10 business days' notice for each one-day training as stated in 6.1.8 or 6.1.9.
- 5.1.9 All practical exercises must:
- a) be conducted by DND personnel wearing (maritime environment) tactical clothing (helmets, dry suits, tactical vests and simulated rubber or plastic weapons), and EBS;
 - b) Minimum of one rotation on each platform completed without utilizing EBS;
 - c) Up to ten (10) rotations per student per platform within each training day;
 - d) Course length will vary on group/unit requirement(s). The course length is correlated to the number of ET platforms that participants will need to qualify or re-qualify on. Same training required to qualify or re-qualify.

6. DELIVERABLES

6.1 Training Program

The Contractor must provide reference materials (handouts, technical documentation and other reference material) as applicable to each training serial.

- 6.1.1 The Contractor must provide a training program capable of delivering the necessary EBS and RWUET training to CAF Members.
- 6.1.2 The training program must include courses, administered by the Contractor, that incorporate both theory and practical exercises to simulate real world oceanic environmental conditions in a maritime environment.

- 6.1.3 The training program must encompass the following elements:
- a) Use of multiple Escape Trainer (ET) platforms, to include the CH-146 Griffon and CH-147F Chinook helicopters;
 - b) Theory for all platforms listed in Section 6.1.3 (a);
 - c) Audiovisual aids to support delivery of theoretical training;
 - d) Exposure to varying sea state conditions (sea state 1 to sea state 3);
 - e) Ditching from all platforms, both upright and inverted, with doors open and closed;
 - f) Exiting from platforms from all seat-belted, monkey-strapped, and prone (sniper/spotter only) positions, and from all exits;
 - g) Theory of cold water dunk with temperatures ranging from five (5) to ten (10) degrees Celsius (practical theory not required);
 - h) Exiting with rucksacks, body-worn operational equipment and operational equipment bags (20lbs – 50lbs);
 - i) Training with rappel and fastrope equipment.
- 6.1.4 Desirable platforms include the CH-148 Cyclone. In the event DND anticipates a future requirement to incorporate Cyclone platforms into the RWJET program, DND will provide at least six (6) months' notice to the Contractor. The Contractor will in turn be expected to incorporate the new platform(s) into its infrastructure as well as develop a training program for these new platform(s) consistent with those for the Griffon and Chinook.
- 6.1.5 The training program must include the ability to, on infrequent occasions and with minimum of 15 business days advanced notice, incorporate dog teams:
- a) DND will, when giving notice, specify the exact number of dog teams anticipated for an upcoming training serial, (minimum four (4), maximum twelve (12));
 - b) A dog team consists of one (1) dog plus one (1) handler (DND member) in combination;
 - c) Dogs will be of medium-build breed, weighing approximately 60-70lbs;
 - d) A DND dog team specialist will brief all applicable contractor staff on safe and appropriate conduct when in proximity to DND dog teams especially during the execution of training;
 - e) Dogs will be leashed and muzzled at all times unless such restraints impede the dogs' ability to conduct the required training;
 - f) DND will provide for all intimate care of the dogs. Contractor however must be prepared to expect a modest amount of dog hair may be shed onto the training equipment and into the pool water;
 - g) No dog food, related animal equipment or kennelling will be required on the part of the contractor;
 - h) For training serials with incorporated dog teams, the Contractor must restrict access to the facility such that viewing of the dog teams or the training by anyone other than authorized DND or Contractor personnel is not possible.
- 6.1.6 CAF Members will be medically fit in accordance with DND and Unit Standing Orders.
- 6.1.7 The Contractor must ensure that the following constraints are maintained for each training course:
- a) All practical exercises must be conducted by CAF Members wearing (maritime environment) tactical clothing (helmets, dry suits, tactical vests and simulated rubber or plastic weapons), and EBS;
 - b) Minimum of one rotation on each platform completed without utilizing EBS;
 - c) Up to ten (10) rotations per student per platform within each training day;
 - d) Course length will vary on group/unit requirement(s). The course length is correlated to the number of ET platforms that participants will need to qualify or re-qualify on. Same training required to qualify or re-qualify.

6.1.8 CH-146 Griffon Training Course

The Contractor must provide a one (1) day training course to CAF Members with the following curriculum:

a) Egress Training (ET)

- i. ET theory for the CH-146 Griffon helicopter platform;
- ii. Practical exercises using the Griffon ET platform which must include:
 1. Emergency evacuation procedures for each platform identified;
 2. Shallow water training;
 3. Egress training from all crew and passenger exits (primary and secondary) in varying sea states (1-3), varying environmental conditions (rain, high winds), and varying light states (day and night);
 4. Training exercises (a minimum of one (1)) requiring deep water egress (participant must swim minimum one (1) meter up to surface after exit);
 5. Training exercises requiring the DND participant to exit from the Griffon platform, from all seat-belted and monkey-strapped passenger positions to include:
 - I. Rappel and Fastrope;
 - II. Rappel Master;
 - III. Seated;
 - IV. Open floor;
 - V. Prone (as applicable).
 6. Training exercises incorporating the use of varying sizes of rucksacks, load bearing clothing and equipment bags by students from all exit positions, in all conditions, open or closed door.

b) Wet Dinghy (Rescue Training)

- i. Theory of life rafts (for rafts capable of transporting 1,6, and 20 people), including methods of inflation, entry, accessories, leak repair, righting and survival and survival kits, methods of rescue and signaling devices;
- ii. Practical training exercises which include inflation, boarding, securing, righting and prepare for rescue, creating human life raft, in all environmental conditions (rain, high winds) and in all sea states (1-3);
- iii. Life Preserver Survival Vest (LPSV) training to include activation and use.

c) Emergency Breathing System (EBS)

- i. Theory classes on the description and use of the EBS, dangers of compressed air and emergency breathing techniques;
- ii. Practical exercises, including underwater breathing and regulator clearing to assist in making candidates comfortable and proficient in equipment use.

d) Cold Water Exposure (Dunk Tank)

- i. Theory classes on dangers of cold water exposure, shock, hyperthermia, protective clothing, and survival techniques;

- ii. Practical exercise, single exposure, that enables an individual or small group to be dunked or inserted into a cold water environment, (representative of ocean temperatures) temperatures between five (5) degrees Celsius and ten (10) degrees Celsius for no longer than fifteen (15) seconds.

e) 10 Meter Individual Jump

Practical exercise that includes a ten (10) meter individual jump into water to simulate a high water ditch. Opportunity must be given to participants to conduct the jump in all climatic environments (high winds, rain), day or night, into varying sea states (1-3).

f) Ladder Extraction Climb

Practical exercise that includes an individual climb of no less than 3 meters from the water to a stable platform. The extraction ladder or Jacob's ladder must be a normal or common maritime ladder that is found on most maritime vessels.

The Wet Dinghy, Cold Water Exposure, 10 meter jump and ladder climb practical exercises can be conducted simultaneously with the egress practical exercises IOT maximize training time.

- g) To address extra practical training, the Contractor must provide some or all stations to address potential corrections that may arise. This would be required after scheduled training and must remain within the time constraints of that same training day.

6.1.9 CH-147F Chinook Training Course

The Contractor must provide a one (1) day training course to CAF Members with the following curriculum:

- a) As required, all curriculum outlined in sections 6.1.8 b through 6.1.8 f
- b) ET theory for the CH-147F Chinook helicopter platform;
- c) Egress Training
 - i. Practical exercises using the Chinook ET platform which must include:
 1. Emergency evacuation procedures for each platform identified;
 2. Shallow water training;
 3. Egress training from all crew and passenger exits (primary and secondary) in varying sea states (1-3), varying environmental conditions (rain, high winds), and varying light states (day and night);
 4. Training exercises (a minimum of one (1)) requiring deep water egress (participant must swim minimum one (1) meter up to surface after exit);
 5. Training exercises requiring the DND participant to exit from the Chinook platform, from all seat-belted and monkey-strapped passenger positions to include:
 - I. Rappel and Fastrope;
 - II. Rappel Master;
 - III. Seated;
 - IV. Open floor;
 - V. Prone (as applicable).
 6. Training exercises incorporating the use of varying sizes of rucksacks, load bearing clothing and equipment bags by students from all exit positions, in all conditions, open or closed door.

- i. CANSOFCOM personnel must be provided the opportunity to exit from all passenger positions:
 1. Ramp (rear exit);
 2. Gunner side door (left and right);
 3. Floor Rappel exit if available.
 - ii. CANSOFCOM personnel must be provided the opportunity to conduct practical exercises including 'mass ramp egress' starting with six (6) personnel, then twelve (12) and eighteen (18) in order to meet operational conditions, in all environmental conditions (rain, high winds), day or night, and in varying sea states (1-3).
- d) Flexibility to maintain open, if and as required, some or all practical stations for further use to address potential additional training requirements that may arise. This would occur following the completion of scheduled training and would remain within the time constraints of the designated training day.

6.2 Training Facilities

6.2.1 Classroom facilities

The Contractor must provide classroom facilities capable of delivering the theoretical portion of training as outlined in 6.1.2, for a minimum of 5 up to a maximum of 25 CAF Members. Classroom facilities must include, at a minimum, the following:

- a) Dedicated, isolated from civilians or other facility users;
- b) Available for the duration of each training serial;
- c) Size large enough to accommodate up to 25 CAF Members in addition to any contractor support and/or instructional staff;
- d) Audio-visual capable; able to support computer generated presentations (i.e. video, PowerPoint, etc);
- e) Whiteboard;
- f) Close proximity to washroom facilities; and
- g) Close proximity to potable water.

6.2.2 Pool facilities

The Contractor must provide pool facilities with a shallow and deep water pool capable of supporting all practical exercises referred to in this SOW. The pool facilities must provide the capability of providing wave impact on all sides of an ET and provide the ability to simulate various environment and climatic conditions (i.e. day or night, wind, rain, fog, lightening, etc.).

6.2.3 Crane

The Contractor must provide a crane capable of being used for RWUET training. The crane must have a lowering speed of a minimum of nineteen (19) meters per minute to effectively disorient trainees and provide the capability to simulate ditching scenarios (using an ET) at any rotation angle ranging from 0 to 200 degrees. The ET must be capable of being stopped at any point during the 200 degree rotation cycle.

6.2.4 Diving platform

The Contractor must provide a ten (10) meter diving platform capable of being used for RWUET training.

6.2.5 Secure storage area

Secure Storage space, no smaller than a 10' X 10' room, with shelving and controlled access; suitable for storage of equipment brought by CAF Members.

6.3 Training Equipment

The Contractor must provide the following training equipment:

- a) **Egress training devices** – The Contractor must provide ET device(s), for both underwater emergency egress and shallow water egress, for use during training. The Contractor must ensure the provided ET has the flexibility to be configured for any aircraft type outlined in 6.1.2 and 6.1.3. The Contractor will be permitted to provide multiple ETs, configured to each specific airframe. The provided ET must contain the following features and equipment:
- i. Exterior emergency exits that replicate the function of those exits in use on the airframes identified;
 - ii. Interior fixtures and workstations to simulate individual aircraft configurations and layout;
 - iii. A fast rope bar and proper rappel hook up;
 - iv. Seat belts;
 - v. Monkey-strap anchors;
 - vi. Floor anchoring points;
 - vii. Sliding doors and push-out windows;
 - viii. Proper skid;
 - ix. Passenger seats;
 - x. RM/FE sitting box/chair;
 - xi. Safety features incorporated into design of the ET (durability of equipment);
 - xii. With the brake applied, the ET must not be able to rotate (air or water);
 - xiii. Multiple emergency stop access on ET crane;
 - xiv. All emergency exits must be equipped with fail safe devices; and
 - xv. Aircrew harnesses must be equipped with emergency release mechanisms.

The Contractor must ensure that the provided ET is certified by Provincial and Federal Safety inspectors at all times when in use by CAF Members. The Contractor must, upon request, provide a copy of documentation for verification.

- b) Scramble or cargo net or Jacob's ladder
- c) CO2 cartridges – The Contractor must provide and maintain CO2 cartridges for LPUs. The Contractor must ensure that a sufficient quantity is available for the number of CAF Members per course serial, with a sufficient quantity of spare units available to avoid any course interruptions.

6.4 Contractor Support

6.4.1 **Instructors**

The Contractor must provide instructors who will deliver all egress and related training as specified under Section 5. These instructors must each have the following qualifications and experience:

- a) Minimum five (5) years of experience in the training of military and civilian personnel in EBS and Underwater Egress;
- b) Instructors and safety staff will be required in numbers commensurate with full student loads of up to 25 CAF members, to include sufficient rescue diver support all practical exercises.

6.4.2 **Rescue diver**

The Contractor must provide a rescue diver capable of providing support to CAF Members during training activities. The Rescue Diver must hold a current Professional Association of Diving Instructors (PADI) certification or Canadian equivalent, have minimum five years of diving-related employment experience, and be lifeguard certified.

6.4.3 **Point of contact (POC)**

The Contractor must provide a POC for correspondence with the Procurement Authority for all matters related to the conduct of this training. In turn the Procurement Authority will provide the corresponding POC to interface with the Contractor. Once a call-up has been arranged the POC may shift from the Procurement Authority to a DND unit OPI for liaison as per Section 6.1.7.

6.5 Student Evaluation and Reporting

- 6.5.1 The Contractor must evaluate and document the progress and deficiencies of all students following the completion of every course serial. Progress must be evaluated using classroom discussion, interviews, practical exercises and progress tests witnessed during the provided course.
- 6.5.2 The Contractor must provide a summarized report provided to the DND point of contact at the completion of the course.
- 6.5.3 Upon completion of each training serial the contractor must provide to the DND OPI all records and documentation (electronic or otherwise) related to the nature of this training and the identities of all CAF Members involved. Furthermore the Contractor must not retain records and/or copies of any of the above. This requirement does not interfere with any other reporting requirement imposed by Canadian law or regulation. However, any documentation required to be submitted to the Government of Canada or the Government of any Canadian Province must not disclose the nature of the training conducted, nor the identities of the CAF Members involved in the training.

6.6 Course Evaluation

- 6.6.1 The Contractor may develop and administer a course critique to students to assist in identifying course deficiencies and points for improvement. These critiques must be analyzed by instructors, and summarized in a report provided to the DND point of contact at the completion of the course. As per Section 6.6.3 no records identifying DND, individual candidates, nature of training or DND procedures are to be retained by the Contractor.

6.7 Safety Plan

The Contractor must have in place a safety plan as relates to the delivery of RWUET training to cover events including, but not limited to medical emergencies, equipment malfunctions resulting in hazardous conditions and/or injury, and training accidents.

ANNEX “B” EVALUATION PLAN

MANDATORY TECHNICAL CRITERIA

1. Evaluation Methodology – 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, bidders should refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

		<i>Bidders to complete</i>	<i>DND Evaluation Team to complete</i>	
	Mandatory Evaluation Criteria	Instruction to Bidders	Met/Not Met	Comments
MT.1	Requirements (see Annex A, para 6.1.8 for details): The Contractor must provide a training course specific to the CH-146 Griffon helicopter platform, capable of meeting DND's required curriculum as outlined in section 6.1.8	The Bidder must provide a detailed outline for the course identifying the following elements as detailed in Annex A section 6.1.8: a) Egress Training; b) Wet Dinghy; c) Emergency Breathing System; d) Cold Water Exposure; e) 10 Meter Individual Jump; and f) Ladder Extraction Climb.		
MT.2	Requirements (see Annex A, para 6.1.9): The Contractor must provide a training course specific to the CH-147F Chinook helicopter platform, capable of meeting DND's required curriculum as outlined in section 6.1.9	The Bidder must provide a detailed outline for the course identifying the following elements as detailed in Annex A section 6.1.9: a) Elements as detailed in Annex A section 6.1.8 sub para b to f; b) Egress Theory for the CH-147F Chinook helicopter platform; c) Egress Training.		
MT.3	Requirements (Annex A, para 6.2): The Contractor must deliver the training program using the Contractor's facilities outlined in Section 6.2	The Bidder must provide documentation or written certification by an officer of the company stating their facility is fully functional to deliver the programs detailed in Annex A at the time of bid closing. The certification or documentation must also indicate that the physical training location is co-located classroom training location.		

<p>MT.4</p>	<p>Requirements (see Annex A, para 6.3): The Contractor must deliver the training program using the Contractor's equipment outlined in Section 6.3</p>	<p>The Bidder must provide documentation containing a detailed description of the equipment identified in section 6.3.</p> <p>Documentation must be one or more of the following items:</p> <ul style="list-style-type: none"> (a) detailed lists and photographs; (b) promotional materials (compliance must be clearly demonstrated within); <p>detailed plan how equipment will be available within 30 days of SO award</p>		
<p>MT.5</p>	<p>Requirements (see Annex A, para 6.2.3): The Contractor must ensure that the crane and escape trainer device are properly serviceable and certified for safe operation. Each must be able to be rapidly stopped and lifted/retracted in the event of an emergency</p>	<p>The bidder must provide copies of documentation proving government (or proper licencing body) certification crane and escape trainer serviceability. Bidder must further provide a written statement confirming that each can be rapidly stopped and lifted/retracted</p>		
<p>MT.6</p>	<p>Requirements (see Annex A, para 5.2.1 (c)): The Contractor must have in place a safety plan as relates to the delivery of RWUET training to cover events including, but not limited to medical emergencies, equipment malfunctions resulting in hazardous conditions and/or injury, and training accidents</p>	<p>The bidder must provide a written statement confirming the existence and application of the safety plan. The written statement must include a general outline of their plan. If the Standing Offer is awarded, the Bidder must agree to give DND access to documents (certificates, servicing records etc...) that demonstrate their compliance with federal and provincial regulations and policies with regards to crane safety and emergency shut-off for the period of the Standing Offer.</p>		

<p>MT.7</p>	<p>Requirements (see Annex A, para 6.4.1): The Contractor must provide instructors who will deliver all egress and related training as specified under section 6.1. These instructors must each have the following qualifications and experience:</p> <p>c) Minimum five (5) years, within the last ten (10) years of experience in the training of military and civilian personnel in EBS and RWUET;</p> <p>Instructors and safety staff will be required in numbers commensurate with full student loads as per section 5.2.1</p>	<p>The Bidder must provide the resumes/CVs for all individuals who will be providing instruction. Resumes/CVs must clearly demonstrates the level of experience for the individuals.</p> <p>Each Resume/CV must include:</p> <p>(a) Summary of RWUET (or equivalent) courses where the individual fulfilled an instructional (or related) role, demonstrating the minimum experience requirements; and</p> <p>A copy of all required qualifications and certifications, current within one (1) year of bid closing date</p>		
<p>MT.8</p>	<p>Requirements (see Annex A, para 6.4.2): The Contractor must provide a rescue diver capable of providing support to CAF Members during all training activities. The rescue diver must hold a current Professional Association of Diving Instructors certification or Canadian equivalent, have minimum five (5) years of diving-related employment experience, and be lifeguard certified</p>	<p>The Bidder must provide the resume/CV for the individual(s) who will be provided as the rescue diver for each course.</p> <p>Each resume/CV must include:</p> <p>(a) Details of professional dive experience and/or employment covering at minimum the past five (5) years;</p> <p>(b) A current copy of the individual's Professional Association of Diving Instructors certification or Canadian equivalent;</p> <p>A current copy of the individual's lifeguard certification</p>		

ANNEX "C" BASIS OF PAYMENT

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84						
Course	All-Inclusive Firm Daily Rate Per Student – CAD (Applicable Taxes not Included)					
	Firm Year 1	Firm Year 2	Firm Year 3	Option Year 1	Option Year 2	Option Year 3
CH-146 Griffon Training Course	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	This table to be completed by DND at SO award
CH-147F Chinook Training Course	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	This table to be completed by DND at SO award

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 it's quoted all-inclusive firm daily rate per student (in Can \$) for each course for each period identified.

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.

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84			
FIRM YEAR 1			
Course	Estimated Number of Courses per Year = X	All Inclusive Firm Daily Rate per Student = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
CH-146 Griffon Training Course <i>Note: CH146 Griffon Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.8</i>	4	\$	\$
CH-147F Chinook Training Course <i>Note: CH147F Chinook Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.7, and 6.1.9.</i>	1	\$	\$
A = TOTAL BID PRICE for Firm Year 1 (= Sum of Column Z)			\$

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84			
FIRM YEAR 2			
Course	Estimated Number of Courses per Year = X	All Inclusive Firm Daily Rate per Student = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
CH-146 Griffon Training Course <i>Note: CH146 Griffon Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.8</i>	4	\$	\$
CH-147F Chinook Training Course 8pm) <i>Note: CH147F Chinook Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.7, and 6.1.9.</i>	1	\$	\$
B = TOTAL BID PRICE for Firm Year 2 (= Sum of Column Z)			\$

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84			
FIRM YEAR 3			
Course	Estimated Number of Courses per Year = X	All Inclusive Firm Daily Rate per Student = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
CH-146 Griffon Training Course <i>Note: CH146 Griffon Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.8</i>	4	\$	\$
CH-147F Chinook Training Course 8pm) <i>Note: CH147F Chinook Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.7, and 6.1.9.</i>	1	\$	\$
C = TOTAL BID PRICE for Firm Year 3 (= Sum of Column Z)			\$

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84			
OPTION YEAR 1			
Course	Estimated Number of Courses per Year = X	All Inclusive Firm Daily Rate per Student = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
CH-146 Griffon Training Course <i>Note: CH146 Griffon Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.8</i>	4	\$	\$
CH-147F Chinook Training Course 8pm) <i>Note: CH147F Chinook Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.7, and 6.1.9.</i>	1	\$	\$
D = TOTAL BID PRICE for Option Year 1 (= Sum of Column Z)			\$

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84			
OPTION YEAR 2			
Course	Estimated Number of Courses per Year = X	All Inclusive Firm Daily Rate per Student = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
CH-146 Griffon Training Course <i>Note: CH146 Griffon Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.8</i>	4	\$	\$
CH-147F Chinook Training Course 8pm) <i>Note: CH147F Chinook Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.7, and 6.1.9.</i>	1	\$	\$
E = TOTAL BID PRICE for Option Year 2 (= Sum of Column Z)			\$

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84			
OPTION YEAR 3			
Course	Estimated Number of Courses per Year = X	All Inclusive Firm Daily Rate per Student = Y	All Inclusive Firm Fixed Rate Price Z = (X * Y)
CH-146 Griffon Training Course <i>Note: CH146 Griffon Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.8</i>	4	\$	\$
CH-147F Chinook Training Course 8pm) <i>Note: CH147F Chinook Training Course includes services as defined in Annex A – Statement of Work, Paras 6.1 through 6.1.7, and 6.1.9.</i>	1	\$	\$
F = TOTAL BID PRICE for Option Year 3 (= Sum of Column Z)			\$

Rotary Wing Underwater Egress Training (RWUET) – W6399-18KD84		
TOTAL EVALUATED BID PRICE = A + B + C + D + E + F		
A	TOTAL BID PRICE FOR FIRM YEAR 1	\$
B	TOTAL BID PRICE FOR FIRM YEAR 2	\$
C	TOTAL BID PRICE FOR FIRM YEAR 3	\$
D	TOTAL BID PRICE FOR OPTION YEAR 1	\$
E	TOTAL BID PRICE FOR OPTION YEAR 2	\$
F	TOTAL BID PRICE FOR OPTION YEAR 3	\$
TOTAL EVALUATED BID PRICE = SUM A+B+C+D+E+F		\$

ANNEX "D" INSURANCE REQUIREMENTS

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. 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*

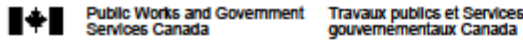
A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does 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.

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 only);
- Wire Transfer (International Only);

ATTACHMENT 1 to PART 7 - PWGSC-TPSGC 942



**Call-up Against a Standing Offer
Commande subséquente à une offre à commandes**

Ship to - Expédier à

Supplier - Fournisseur

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.

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.

Security: The call-up includes security provisions.
Sécurité : La demande comprend des exigences en matière de sécurité.

NO	YES	If YES, attach a SRCL to the call-up
NON	OUI	Si OUI, joindre une LVERS à la demande

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 « Expédier à »	Special instructions below Les instructions particulières ci-dessous
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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)
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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 L. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)
Special instructions - instructions particulières					Total

For further information, call - Pour renseignements supplémentaires, contactez

Name - Nom	Telephone No. - N° de téléphone	Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)
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For internal purposes only - Pour usage interne seulement

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.		Approved for the Minister - Approuvé pour le Ministre	
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD-AAAA-MM-JJ)	Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD-AAAA-MM-JJ)

