



**SOLICITATION CLOSES
L'INVITATION PREND FIN**

**at - à 02:00 PM
on - le 24 September 2019**

**Time Zone: - Fuseau horaire :
Eastern Daylight Time (EDT)**

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

**Proposal to: Department of National Defence
(DND)**

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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition au : ministère de la Défense
nationale (MDN)**

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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

THIS DOCUMENT DOES NOT CONTAIN A
SECURITY REQUIREMENT.

Issuing Office - Bureau de distribution

Director Major Procurement (D Maj Proc)

Title - Sujet Basic Evasive Driver Training	
Solicitation No. - N° de l'invitation W8484-20-9542	
Date 14 August 2019.	
Reference No. (optional) - N° de référence (facultatif)	
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À : By e-mail to: Kristopher.Kennedy@forces.gc.ca	
Address enquiries to: Adresser toute demande de renseignements à : Kristopher Kennedy Telephone No. E-Mail Address N° de téléphone Courriel Kristopher.Kennedy@forces.gc.ca	
FOB - FAB See herein.	
Destination See herein.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance, the Federal Contractors Program for Employment Equity – Certification, and PWGSC-TPSGC 942, Call-up against a Standing Offer.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) Canadian Joint Operations Command (CJOC) has a requirement for the provision of Basic Evasive Driver Training courses for CJOC members. DND makes no commitment to the number of courses or to the number of personnel, however it is estimated the DND will require 6 session per year for up to twenty-four (24) students. Additional courses may be requested on an “as and when required basis”.
- 1.2.2 The period of the resulting Standing Offer will be for three (3) years from contract award.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).



1.3 Security Requirements

This requirement is Unclassified and there is no security associated with this requirement.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Office of the Ombudsman

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The OPO was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-800-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca. Furthermore, the OPO offers an alternative dispute resolution service to resolve any dispute between the parties respecting the interpretation or application of a term or condition of the resulting contract.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Section 02, **Procurement Business Number** is deleted in its entirety.

Section 05, **Submission of Bids** – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

send its bid only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.

Section 05, Submission of Bids - Subsection 5.4, is amended as follows:

Delete: 60 days

Insert: 90 days

Section 07, Delayed Offers is deleted and replace by:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Section 08, Transmission by Facsimile is deleted in its entirety.

Section 20, Further Information is deleted in its entirety.

2.2 Submission of Offers

Unless specified otherwise in the RFSO, offers must be received by the Standing Offer Authority at the electronic address identified by the date, time and place indicated on page 1 of the solicitation.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Offeror or Standing Offer Authority. Larger offers may be submitted through more than one e-mail. The Standing Offer Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission. Offerors should not assume that all documents have been received unless the Standing Offer Authority confirms receipt of each document. In order to minimize the potential for technical issues, Offerors are



requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

If your offer is transmitted by electronic mail (e-mail), Canada will not be responsible for late offers received at destination after the closing date and time.

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 (FPS)" 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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (one soft copy)
- Section II: Financial Bid (one soft copy)
- Section III: Certifications (one soft copy)
- Section IV: Certification of Insurance (one soft copy)
- Section V: Additional Information

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, Bidders 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

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

Section II: Financial Bid

- 3.1.2. Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B of this bid solicitation. The total amount of applicable taxes must be shown separately, if applicable
- 3.1.3.** For evaluation purposes, to ensure consistency of the evaluations, all foreign currency proposals will be converted to Canadian dollars, using the Bank of Canada exchange rate on the bid closing date.



- 3.1.4.** The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.
- 3.1.5.** In the Financial offer, the Offeror shall include All-inclusive Rates for the provision of services, as described in the Statement of Work. When calculating the Rates, Offerors should consider all potential extra costs to facilitate training as set out in the Annex A, SOW).
- 3.1.6 Exchange Rate Fluctuation**
- C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Certificate of Insurance

- 3.1.7** Offerors must submit the Certificate of Insurance required under Part 6 of the RFSP

Section IV: Additional Information

- 3.1.8** Non-Disclosure Agreement: Offerors must submit a completed and signed copy of Appendix 1, Non-Disclosure Agreement. One soft copy must be submitted by email.
- 3.1.9** Information on Proposed Organisation: Offerors must submit a completed and signed copy of Appendix 2, Information of Proposed Organisation. One soft copy must be submitted by email.
- 3.1.10** Confidentiality Agreement Form: Offerors must submit a completed and signed copy of Appendix 3, Confidentiality Agreement Form. One soft copy must be submitted by email.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Number	Mandatory Technical Criteria	Met/Not Met	Bidder Instructions
Bidder Mandatory Criteria			
M1	<p>Bidder Experience</p> <p>Offeror must demonstrate experience within the last 12 months in providing Basic Evasive Driver training to government departments or agencies, for the following course:</p> <p>Basic Evasive Driver Training, which includes the following:</p> <ul style="list-style-type: none"> a. Braking (ABS and non ABS); b. Evading maneuver; c. Serpentine maneuver; d. Transition maneuver; e. High Speed Curve maneuver; f. 90 Degree maneuver; g. Small Curve maneuver; h. Control Braking; i. Driving in Reverse; j. Complete a Reverse Two Point Turn; k. Complete Y turns; l. Complete J turns; m. Convoy Drills, n. Motorcade drills; o. Downed Driver Drills; p. P.I.T maneuver; and q. Dirt/Rough Road Driving 		<p>Demonstrated compliance may include references and contract documents with sufficient details and/or other verifiable proof. (Offerors are reminded that it is their responsibility to clearly demonstrate how they meet this criterion)</p>
M2	<p>Offeror's Proposed Resources</p> <p>The Offeror's proposed resource must have demonstrated 5 years combined operational and/or training experience within the last 10 years in the following:</p>		<p>Offeror must provide qualified and experienced driving instructors with operational experience who can teach the courses listed in the Statement of Work.</p>



	<p>Basic Evasive Driver Training, which includes the following:</p> <ul style="list-style-type: none"> a. Braking (ABS and non ABS); b. Evading Maneuver; c. Serpentine maneuver; d. Transition maneuver; e. High Speed Curve maneuver; f. 90 Degree maneuver; g. Small Curve maneuver; h. Control Braking; i. Driving in Reverse; j. Complete a Reverse Two Point Turn; k. Complete Y turns; l. Complete J turns; m. Convoy Drills; n. Motorcade Drills o. Downed Driver Drills; p. P.I.T maneuver; and q. Dirt/Rough Road Driving <p>Name of Contracted Resource (s):</p>		<p>Furthermore, the Offeror must provide sufficient proof (e.g. resume) of qualifications and experience including names, training courses, and years of experience in each of the specified fields as outlined in the Statement of Work</p>
<p>M3</p>	<p>Training/Driving Facility</p> <p>The Offer must clearly demonstrate that the training driving facility must be able to provide the following specifications 12 months out of the year:</p> <ul style="list-style-type: none"> a. Dry and wet off road/rough road course, including asphalt and natural terrain (grass, sand and gravel) that will not freeze; b. Accommodate 8 driving vehicles at one time with student passengers able to view the driving techniques; and c. Accommodate up to twenty-four (24) students per course plus one (1) observer. 		
<p>M4</p>	<p>The Offer must clearly demonstrate they have classroom facilities large enough to accommodate twenty-four (24) people at one time. The classroom must be free from the elements, have proper ventilation and have desk/table and chairs to accommodate twenty-four (24) people plus one (1) observer.</p>		



M5	The Offer must clearly demonstrate that they are able to provide access to ablution facilities. The facilities must have male and female ablutions either within the same building or in an adjacent building.		
M6	<p>The Offer must clearly demonstrate that the training driving facility has the following:</p> <ul style="list-style-type: none"> • Hospital; • Fire Hall; and • Response team <p>30 Miles or 48 Kilometers from the training facility.</p>		

4.1.2 Financial Evaluation

1. The price of the offer will be evaluated as follows:
 - a. Canadian-based Offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based Offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based Offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that Offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, Offerors with an address in Canada are considered Canadian-based Offerors, and Offerors with an address outside of Canada are considered foreign-based Offerors.

4.2 Basis of Selection

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



Government of
Canada –
National Defence

Gouvernement du
Canada – Défense
nationale

REQUEST FOR STANDING OFFER (RFSO)
W8484-20-9542
Basic Evasive Driver Training
for the Department of National Defence (DND)
Canada

- 4.2.2** In the event two or more responsive bids have the same lowest evaluated price, the responsive bid with the most years of experience in mandatory Technical Criterion M1 will be recommended for award of a contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be awarded a Standing Offer.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive 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 Bidder must provide with its bid 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



5.1.3 Additional Certifications Precedent to Contract Award and Additional Information

5.1.3.1 Status and Availability of Resources

The Offeror must provide certification as per SACC Manual clause M3020T (2016-01-28)

5.1.3.2 Education and Experience

SACC *Manual* clause A3010T (2010-08-16) Education and Experience



PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Insurance Requirement

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

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7A.1 Offer

7A.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7A.2 Security Requirements

7A.2.1 there is no security requirement applicable to the Contract.

7A.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

7A.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

M7010C, (2017-06-21), (Periodic Usage Reports – Standing offer)

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex F. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to three years later.



7A.5 Authorities

7A.5.1 Standing Offer/Contracting Authority

[Names to be specified in the resulting contract]

The Contracting Authority for the Contract is:

Name: _____
 Title: _____
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: _____
 Address: _____

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

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7A.5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Standing Offer/Contracting Authority.

7A.5.3 Offeror's Representative

[Name to be specified in the resulting contract]

7A.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.

7A.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Directorate of Major Procurement Services, D Maj Proc 7 group.

7A.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up against a Standing Offer.

7A.8.1 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$200,000.00 (Applicable Taxes included).

The Identified User may authorize individual Call-ups inclusive of any revisions up to a limit of \$200,000.00, Applicable taxes extra. Any Call-up the total value of which would exceed that limit or any revision to a previously authorized Call-up that would increase the Call-up total value above the limit must be authorized by the Standing Offer Authority before issuance to the Contractor.

7A.8.2 Financial Limitation

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

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

7A.9 Priority of Documents

If there is a discrepancy between the wordings 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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;
- g) Annex D, Request for Standing Offers-Federal Contractors Program for Employment Equity-Certification
- h) Annex E, PWGSC-TPSGC 942, Call-Up against a Standing Offer
- i) Annex F, Periodic Usage Report
- j) the Offeror's offer dated _____ **(to be inserted at date of Standing Offer award).**



7.10 Certifications

7A.10.1 Compliance

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

7A.10.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7A.10.3 SACC Manual Clauses

SACC Manual Clause: [M3020C](#), (2016-01-28), (Status and Availability of Resources)

7A.11 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7B.1 Statement of Work

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

[2035 \(2018-06-21\), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.](#)

7B.2.3 Confidentiality

- a) The Contractor must keep confidential all information and material contents disclosed or covered during the training, as well as all information provided to the Contractor by or on behalf of Canada in connection with the Work.



- b) Subject to the Access to Information Act , R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- c) The obligations of the Parties set out in this section do not apply to any information where the same information:
- (i) is publicly available from a source other than the other Party; or
 - (ii) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (iii) is developed by a Party without use of the information of the other Party.

7B.3 Term of Contract

7B.3.1 Period of the Contract

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

7B.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.

7B.5 Payment

7B.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm price*, as specified in Annex B, Basis of Payment. *Customs duties are included and Applicable Taxes are extra, if applicable.*

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.

7B.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price - apply to and form part of the Contract.

7B.5.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment - apply to and form part of the Contract.

7B.6 Invoicing Instructions



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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
 - c. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
 - b. On request only, one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7B.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance, apply to and form part of the Contract

7B.8 Insurance Requirements

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

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

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

7B.9 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7B.10 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract



Annex A – Statement of Work (SOW)

1. OBJECTIVE

- 1.1 The objective of this requirement is establish a Standing offer to provide the knowledge and technical driving skills to Canadian Armed Forces (CAF) personnel in order to prepare them for deployment in a high threat environment. The Contractor must be able to provide training to individuals with no previous evasive driving experience and ensure they are able to effectively perform all tasks stated in Section 4 below.

2. BACKGROUND

- 2.1 The CAF will be deploying personnel on international operations that may require driving in high threat areas. Given that the CAF basic evasive driver training is only offered between April and October, a Standing Offer is required year round in order to ensure basic evasive driving skills are developed immediately prior to deployment.

3. SCOPE OF WORK

- 3.1. The Contractor must deliver basic evasive driver training to selected CAF personnel. This training must include, but is not limited to, the following CAF specific requirements with no less than five (5) training days per course.
- 3.2. The CAF makes no commitment to the number of courses or to the number of personnel, however it is estimated that the CAF will require approximately six (6) courses per year with up to twenty-four (24) trainees per course. Additional courses may be requested on an “as and when required basis”, through the use of PWGSC 942 call-ups against the Standing Offer.

4. REQUIREMENTS

4.1. Tasks:

The Contractor must provide a classroom and practical instruction including but not limited to:

- 4.1.1. Driving Emergency Response:
-Straight Line Braking Drills;
-Turning and Braking Drills;
-Braking and Turning Drills;
-Slalom;
-Multiple avoidance driving drills;
-Instinctive response drills;
-Skid control;
-Off road recovery; and
-Two-footed driving.
- 4.1.2. City and Urban Congestive Traffic Driving:
-Unknown and uncertain “Rules of the Road”; and
-Driving in proximity and constant movement.
- 4.1.3. Driving Beyond Normal Limits:
-High speed driving techniques;
-Minimum visual distance considerations;
-Intersections and stop signs;
-Whole road concepts;
-Restricted lane concepts;



- Cornering techniques;
- Braking zones;
- Setting up for the corner;
- Turning and braking entering a corner;
- Getting the vehicle pointed and balance; and
- Exiting the corner under control.

4.1.4. Driving Emergency Response using a high center of gravity vehicle:

- Straight line braking drills;
- Turning and braking drills;
- Braking and turning drills;
- Slalom;
- Multiple avoidance driving drills; and
- Skid control.

4.1.5. Evasive Actions:

- Ramming through barricades;
- Reversing out and ramming out in reverse;
- Y turns - three point turn;
- J turns - reverse 180° turn;
- Pursuit intervention technique (P.I.T. maneuver);
- Driver down drills;
- Countering the drive (counter measures, defensive lines, counter P.I.T.);
- Attack recognition;
- Convoy and single operations;
- Motorcade drills; and
- Single and multi-vehicle attack and evasive responses/actions using simulations.

4.1.6. Tactical Vehicle extraction:

- Extraction of a downed or stuck vehicle using basic vehicle yank outs, setup and considerations using dynamic pull outs/vehicle extractions.

4.1.7. Manual Transmission familiarity driving.

4.1.8. Right-hand drive vehicle familiarity driving.

4.1.9. Dirt and off-road driving.

4.2. Training Vehicle Requirements:

The Contractor must provide sufficient operational vehicles where stated in order to train up to twenty-four (24) persons on the variants requested as follows:

- 4.2.1. Cars (sedans): Mechanically safe, four (4) door sedan with manual transmission (automatic will be acceptable) (similar in size to Crown Victoria, or Chevrolet Impala);
- 4.2.2. Sports Utility Vehicles (SUVs): Mechanically safe, mid-size SUVs (similar in size to Ford Explorer, Jeep Cherokee, Toyota Land Cruiser and Chevrolet Suburban);
- 4.2.3. Target vehicles (minimum quantity of three (3) will be acceptable): Non-operating vehicle to be used as blocking or barricade vehicle to be rammed (metal on metal contact);



- 4.2.4. Ramming vehicle (minimum quantity of three (3) will be acceptable): These are functioning, drivable vehicles to be used for barricade breaching and have the potential to be consumed;
- 4.2.5. The Contractor will make available vehicles that will likely incur body damage while exercising driving techniques, such as ramming through barricades and single or multicar mock attack and evasive response; and
- 4.2.6. All vehicle damages incurred during training will be at no cost to the CAF.

4.3. Mandatory Training Facility Requirements:

- 4.3.1. The Contractor must provide a classroom large enough to accommodate up to twenty-four (24) trainees and one (1) observer. The classroom must be free from the elements, and have proper ventilation. The classroom must have desks or tables, and chairs for up to twenty-four (24) trainees and one (1) observer, and must be equipped with at least one mounted teaching board, such as a white board, blackboard or smart board.
- 4.3.2. Buildings must have male and female ablutions either within the same building or an adjacent building.
- 4.3.3. The training venue must either provide an onsite dining facility, or be located within a fifteen (15) minute drive of suitable commercial facilities for trainees to access meals during training times. The facility must be able to feed up to twenty (24) personnel at once. The dining facilities must have designated eating areas, microwave and food preparation areas, dish cleaning area, and food storage areas.
- 4.3.4. Access to driving facilities twelve (12) months are year that will not freeze: The Contractor must provide access to the following tracks, both wet and dry, including asphalt, concrete, and dirt/rough road areas as and when requested:
 - 4.3.4.1 General track (asphalt, concrete, and dirt/rough road areas) large enough to allow trainees to achieve no less than 80% of the vehicles capability during training;
 - 4.3.4.2 General track (asphalt or concrete, and dirt/rough road areas) able to allow double car driving on straight stretches and in corners;
 - 4.3.4.3 Four way intersections and side streets, actual or simulated through training aids; and
 - 4.3.4.4 Provide all emergency spill kits and training to provide immediate response as required.

4.4. Constraints:

- 4.4.1. The training must be delivered in a geographical location suitable for all driving tasks on a year-round basis.
- 4.4.2. The training venue must be accessible by commercial means without undue delay to training time, maximum one (1) day travel by air from Ottawa, Ontario, Quebec City, Quebec, Edmonton, Alberta or Fredericton, New Brunswick.



- 4.4.3. The training venue must have a certified first aid and basic firefighting capabilities on site.
 - 4.4.4. Commercial accommodation must be within a forty-five (45) minute drive of the training venue.
 - 4.4.5. Emergency services response must be within a thirty (30) mile drive of the training venue.
 - 4.4.6. All Basic Evasive Driver Training will be called up, on an as and when required basis, through the use of PWGSC 942 call-ups against the Standing Offer only.
 - 4.4.7. Training may be for one course or multiple courses simultaneously, though this likelihood will be rare.
- 4.5. Responsibilities:
- 4.5.1. Contractor Responsibilities
 - 4.5.1.1. Instructors must provide a safety briefing to all trainees at the beginning of each training activity;
 - 4.5.1.2. All courseware, reference materials and/or other applicable resources will be delivered in English. The primary language of instruction will be English. The Contractor must have the capability of instructing in English; and
 - 4.5.1.3. All driving safety equipment must be provided by the Contractor. The Contractor must provide sufficient driving safety equipment to facilitate the necessary training for up to twenty-four (24) trainees simultaneously.
 - 4.5.1.4. The Contractor must be prepared to provide training at any time throughout the calendar year upon a minimum of 30 days of notice.
 - 4.5.2. CAF Responsibilities
 - 4.5.2.1. The CAF will ensure there will be at least one senior member such as the technical authority (TA), or a member of the trainees who will be assigned by the TA to provide liaison to the Contractor, for technical subject matters only. The assigned CAF member must not provide liaison for any contractual subject matters. Contractual subject matters must be addressed with the CAF procurement authority directly.
 - 4.5.2.2. All trainee operational equipment will be provided by the CAF. All operational equipment will be personal issue and carried by the trainee at all times during the training. There will be no requirement for the Contractor to provide storage for CAF operational equipment.



Annex B: BASIS OF PAYMENT

During the period of the Standing Offer, and if the options are exercised, during the extended period of the Standing Offer, for Work performed in accordance with the Standing Offer, the Offeror will be paid as specified below.

The Contractor will not be entitled to any other charges than those listed in this Annex B – Basis of Payment.

The Contractor will be paid all-inclusive fixed rates as follows:

Initial Standing Offer Period from (Date of Contract Award to Three Years Later) (to be inserted at date of Standing Offer award)			
	Training Course	Unit of Issue	Unit Cost (tax Excluded)
1	Basic Evasive Driver Course		
1.1	Basic Evasive Driver Course training course, five days with two (2) sessions per year for 15-24 trainees <ul style="list-style-type: none"> • Safety briefings • Courseware and classroom 	per student	\$
1.2	Basic Evasive Driver Course training course, five days with four (4) sessions per year for 7-14 trainees <ul style="list-style-type: none"> • Safety briefings • Courseware and classroom 	per student	\$
2	Cancellation Fees		
2.1	Cancellation of all Basic Evasive Driver Course with 7 days' notice or less, prior to training start date. Note: All cancellations with more than 7 days' notice of training start date will be at no cost to Canada.	%	
3	Taxes		
3.1	Applicable taxes	%	
Total Evaluated Price for the Standing Offer Period			\$



Annex C Insurance

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 Insurer will endeavor to provide the Standing Offer Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

A copy of the letter must be sent to the Standing Offer 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.



ANNEX “D”

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

(insert if applicable)

Insert the following certification for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at \$1,000,000 and above, options excluded and Applicable Taxes included: (consult [Annex 5.1](#) of the Supply Manual) (See also Part 5 - Certifications and Additional Information and Part 6 - Resulting Contract Clauses)

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR



Government of
Canada –
National Defence

Gouvernement du
Canada – Défense
nationale

REQUEST FOR STANDING OFFER (RFSO)
W8484-20-9542
Basic Evasive Driver Training
for the Department of National Defence (DND)
Canada

- () B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



Annex E PWGSC-TPSGC 942,

Clear Data - Effacer l'information

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 - Expédier à Consignee Code Code destinataire Postal Code Code postal		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.	
Supplier - Fournisseur Procurement Business No. (PGN) Numéro d'entreprise - approvisionnement (NEA)		<input type="checkbox"/> NO / NON <input type="checkbox"/> YES / OUI If YES, attach a BRCL to the call-up / Si OUI, joindre une LVERS à la demande	
Invoices must be sent in accordance with - Les factures doivent être envoyées selon : <input type="checkbox"/> The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes <input type="checkbox"/> The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expédier à » <input type="checkbox"/> 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.		Financial Code(s) - Code financier(s)	
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			
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)	
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)	





ANNEX F: Periodic Usage Report

The offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

The Offeror must provide a report on the call-up/contract activities under the Standing Offer. The reports include the following data as a minimum. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a “NIL” report.

Data required:

1. The standing offer number
2. The supplier name;
3. The reporting period;
4. The call-up/contract number for each call –up/contract, including amendments;
5. The client department
6. The contracting authority
7. The date of the call-up/contract;
8. The call-up/contract period;
9. The line items acquired/services provided;
10. The value of the call-up/contract, Goods or Services Tax/Harmonized Sales tax included, as applicable.

The data must be submitted on a quarterly basis to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period. The quarterly reporting periods are defined as follows:

- | | |
|--------------------------|----------------------------|
| 1 st quarter: | January to March 31; |
| 2 nd quarter: | April to June 30; |
| 3 rd quarter: | July 1 to September 31; |
| 4 th quarter: | October 31 to December 31. |