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Request for Proposals (RFP)

PERFORMANCE OF THE WORK DESCRIBED
IN THE STATEMENT OF THE DRAFT
CONTRACT.

TITLE Advanced Armored Vehicle Driver Training	
SOLICITATION NO. 21-179051-AWCT-SA	DATE <i>January 6th, 2021</i>
PROPOSAL DELIVERY In order for the proposal to be valid, it must be received no later than 14:00 EST (Eastern Standard Time) (Ottawa, Ontario time) on February 08, 2021. This date is referred to herein as the "Closing date". Only electronic copies will be accepted and received at the following email address: internationalproposals@international.gc.ca	
OFFER TO: FOREIGN AFFAIRS, TRADE AND DEVELOPMENT 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 THEREFOR. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE SUPPLIER.	
_____	_____
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into 5 parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Certifications (Annex C), and Security Requirements Check List (Annex D).

1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract or contracts with the Department of Foreign Affairs, Trade and Development (DFATD) to provide advanced armored vehicle driver training services as described in the Statement of Work (Annex A).
- 1.2.2 There are three regions for this requirement:
 - Region A: Middle East, Asia and Europe
 - Region B: Americas
 - Region C: Africa
- 1.2.3 Suppliers may bid on one or more of these regions. There could be a single contract awarded or up to three contract(s) awarded as a result of this competition.
- 1.2.4 The Work is to be performed from the contract award date tentatively set for **April 01, 2021** for a period of two years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of two additional one *year* irrevocable option periods under the same terms and conditions.
- 1.2.5 There are no security requirements applicable to this Contract.
- 1.2.6 The requirement may be subject to the provisions of the:
 - (a) Canada - Chile Free Trade Agreement (CCFTA)
 - (b) Canada - Columbia Free Trade Agreement
 - (c) Canada - Honduras Free Trade Agreement
 - (d) Canada - Korea Free Trade Agreement (CKFTA)
 - (e) Canada - Panama Free Trade Agreement



- (f) Canada - Peru Free Trade Agreement (CPFTA)
- (g) Canada - Ukraine free Trade Agreement
- (h) Canadian Free Trade Agreement (CFTA)
- (i) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- (j) Comprehensive Economic and Trade Agreement (CETA)
- (k) World Trade Organization Agreement on Government Procurement (WTO-AGP)

1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" or "proposal" is an offer to provide services or supply goods as a result of a solicitation;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

2.2 REFERENCE CLAUSES

2.2.1 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that Bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23) (2020-05-28) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), are incorporated by reference into and form part of the bid solicitation.

2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "**Foreign Affairs, Trade and Development Canada**" or "**DFATD**"; **all references to facsimile number of "819-997-9776" are deleted**; all references to "**Canada Post epost Connect service**" are deleted; and the words "Contracting Authority" are to be substituted to read "**Canada's Representative**".

2.3.3 Subsection 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety

2.3.4 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.5 Subsection 06 (2018-05-22) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.6



2.3.6 Subsection 07 (2018-05-22) Delayed Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).

2.3.7 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

2.4 SUBMISSION OF PROPOSALS

2.4.1 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** (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

2.4.2 Proposals must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

2.4.3 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- minimum type face of 10 points;
- all material should be formatted to print on 8.5" x 11" or A4 paper;
- for clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- the size of attachments exceeds 10 MB;
- the e-mail was rejected or put in quarantine because it contains executable code (including macros);
- the e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.



It is strongly recommended that Bidders confirm with Canada's Representative that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

- 2.4.4** Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.5** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - (b) prepare its proposal in accordance with the instructions contained in the RFP;
 - (c) submit by closing date and time a complete proposal;
 - (d) send its bid only to the address specified on page 1 of the bid solicitation;
 - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
 - (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.6** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.7** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8** A proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

- 2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 7 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.5.2** Bidders should reference as accurately as possible the numbered item of the RFP 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.



2.5.3 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.6 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.7 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

2.8 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

2.9 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

2.10 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.11 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

(a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#); or



- (b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#); or
- (c) section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#); or
- (d) section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- (e) section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- (f) section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- (g) section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or
- (h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- (i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Proposal
Section II: Financial Proposal
Section III: Certifications

Please note: bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled “**Technical Proposal**”;

This section should not exceed 70 pages. Material exceeding the 70 page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 70 page limit.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “**Financial Proposal**”;

Bidders must submit their Financial Proposal in accordance with Annex B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal should appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Annex B – Basis of Payment are strictly for evaluation purposes and are not a guarantee under the contract.**

The Financial Proposal should be submitted as per the Excel document entitled “**21-179051-AWCT-SA Pricing Schedule**” attached with the RFP. Please be aware the Excel document will auto populate.

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Canadian Dollars (CAD) on the attached pricing schedule entitled “**21-179051-AWCT-SA Pricing Schedule**”. The Firm Price must include, but



not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

3.4.2 All payments will be made according to the terms of payment set out in the Draft Contract.

3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

3.6 CERTIFICATIONS

Section III: to be labeled "**Certifications**";

Bidders should sign and submit the certifications and additional information listed in Annex "C" Certifications with the bid but they may be submitted afterwards if requested by the Contracting Authority. Bidders must sign Annex "C" Certifications to be awarded a contract.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. EVALUATION AND SELECTION

4.1.1. Bids will be assessed in accordance with the technical and financial evaluation criteria.

4.1.2. If the Bid is deemed to be non-responsive / non-compliant at any time during the evaluation, the bid will be set aside and given no further consideration.

4.2. BASIS OF SELECTION – Highest Combined Rating Technical Merit (60%) and Price (40%)

4.2.1. To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all mandatory technical evaluation criteria; and
- c) Obtain the required minimum of 104 points overall for the point-rated technical criteria. The rating is performed on a scale of 160 points.

4.2.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive / non-compliant. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

4.2.3. Three separate evaluations will be conducted. One evaluation per region. A responsive bid may be included in one or more evaluations depending on the region(s) a Bidder has included in their proposal.

4.2.4. The evaluation for each region will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.5. The technical score for each responsive bid will be determined by adding the total number of points obtained using the point-rated technical criteria. The overall technical score will be determined by dividing the technical score by 160 points and multiplying by the ratio of 60%.

4.2.6. The pricing score for each responsive bid will be determined as follows: Lowest bid evaluated price / bid evaluated price multiplied by the ratio of 40%.

4.2.7. For each responsive bid, the technical score and the pricing score will be added to determine its combined rating.

4.2.8. Responsive bid(s) with the highest combined rating of technical merit and price will be recommended for award of a contract(s).

4.2.9. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available point's equal 160 and the lowest bid evaluated price is \$45,000 (45).



THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

		Bidder 1	Bidder 2	Bidder 3
Technical Score		140/160	120/160	100/136
Bid Evaluated Price		\$55,000	\$50,000	Non-responsive
Calculations	Overall Technical Score	$(140/160) \times 60 = 52.5$	$(120/160) \times 60 = 45$	Non-responsive
	Pricing Score	$(50/55) \times 40 = 36.4$	$(50/50) \times 40 = 40.0$	Non-responsive
Combined Rating		88.9	85	Non-responsive
Result		1 st	2 nd	Non-responsive

*In the above scenario, Bidder 1 would be declared the successful bidder.

4.3. TECHNICAL EVALUATION

The Mandatory Technical Criteria (4.3.1) and Point-Rated Technical Criteria (4.3.2) are included below.

4.3.1 Mandatory Technical Criteria

4.3.1.1 The Bid must meet the mandatory technical criteria specified below.

4.3.1.2 The Bidder must provide necessary documentation to support compliance with this requirement at bid closing.

4.3.1.3 Bids which fail to meet the mandatory technical criteria will be declared 'non-responsive'.

4.3.1.4 Each mandatory technical criterion should be addressed separately.

M1 LOCATION OF DELIVERY AND LANGUAGE REQUIREMENT

The Bidder must identify which region(s), and the country within each region where they would deliver training. The Bidder must demonstrate that the proposed instructors have the ability to deliver the training in the languages of the region(s).

Note: The Bidder(s) may bid on one or multiple regions.

Region A: Middle East, Asia and Europe Languages: English and French	Region B: Americas Languages: English and Spanish	Region C: Africa Languages: English and French
United Arab Emirates	United States of America	South Africa
Jordan	Mexico	
Germany	Canada	
Greece		
United Kingdom		

M1.1 Region(s) of Delivery

The Bidder must list the region(s) where they would like to deliver training.

The response has not identified which region(s) where the Bidder would like to deliver training.	DID NOT MEET
The response has identified which region(s) where the Bidder would like to deliver training.	MET

M1.2 Country of Delivery



The Bidder must list the country within the region(s) where they would like to deliver training. The Bidder must also provide the name and address of the training facility(s).

The response has not identified which country within the region(s) where the Bidder would like to deliver training and did not provide the name and address of the training facility(s).	DID NOT MEET
The response has identified which county within the region(s) where the Bidder would like to deliver training and provided the name and address of the training facility(s).	MET

M1.3 Language Requirement of the region(s)

The Bidder must demonstrate that the proposed instructors have the ability to deliver training in the required languages of the region as per **Annex “A” Statement of Work 2.3 Training Languages**.

The response has not demonstrated that the proposed instructors have the ability to deliver the training in the required languages of the region(s).	DID NOT MEET
The response has demonstrated that the proposed instructors have the ability to deliver the training in the required languages of the region(s).	MET

Note: It is sufficient to state in the bid that the proposed resources will meet the language requirements of the region. However, language assessments may be conducted by the Project Authority at Contract award.

M2 AUTHORIZATION TO CONDUCT BUSINESS

In order to be considered compliant, the Bidder must provide certificates showing authorization to conduct training in the country(s) where the training is proposed to take place. Certificates can be Trade Licenses, Business Registrations, Registration Licenses, etc. If the certificates or documents are currently pending review or renewal by the government, copies of the pending documents must be provided.

The response has not demonstrated that the Bidder has authorization to operate as a training services company in the country(s) where the training will take place.	FAIL
The response has demonstrated that the Bidder has authorization to operate as a training services company in the country(s) where the training will take place.	PASS

M3 ORGANIZATIONAL STRUCTURE

In order to be considered compliant, the Bidder must provide a description of their organization. This information must include:

- a. The name, title and phone number of a resource who will manage the contract. This resource will be the main point of contact if there are any issues with the contract and will be added to the contract as the “Contractor’s Representative”.
- b. The legal name and address of the company
- c. The ownership structure of the company

The Bidder has not provided the requested information in their bid.	FAIL
The Bidder has provided the requested information in their bid.	PASS



M4 RECENT CORPORATE EXPERIENCE

The Bidder must demonstrate at least 36 months of recent* experience in delivering advanced armored vehicle driver training.

* Recent experience is defined as experience obtained within 10 years of the closing date.

The response to be provided must include the following information to facilitate the evaluation, information on past projects should include:

- a. Title of project(s)
- b. Description of the project(s)
- c. Location of the work (city & country)
- d. Name of client organization
- e. Start and end dates of the project(s)

The response has not demonstrated that the Bidder has 36 months of recent* experience in delivering Advanced Driving Training.	DID NOT MEET
The response has demonstrated that the Bidder has 36 months of recent* experience in delivering Advanced Driving Training.	MET

M5 RECENT INSTRUCTORS' EXPERIENCE

Experience in instructing an advanced armored vehicle driver course

Bidder must provide the resumes of the qualified instructors that they propose assigning to the project. The resumes must demonstrate *recent experience of at least 12 months of experience instructing an advanced armored vehicle driver course.

* Recent experience is defined as experience obtained within 10 years of the closing date.

**** A minimum of two resumes for two proposed instructors must be submitted per region.**

To facilitate the evaluation the resume must include the following information on projects completed:

- a. Title of project(s)
- b. Description of the project(s)
- c. Location of the work (city & country)
- d. Name of client organization
- e. Start and end dates of the project(s)

Note: Once the contract has been awarded, Bidders may propose substitute resources with equal or higher qualifications and experience. Bidders can find additional details in clause **C2.2 Status and Availability of Resources located in Annex C: Certifications.**

The response has not demonstrated that the proposed instructors have 12 months of experience of instructing an advanced armored vehicle driver course.	DID NOT MEET
The response has demonstrated that the proposed instructors have 12 months of experience of instructing an advanced armored vehicle driver course.	MET

4.3.2 Point-Rated Technical Criteria

Each point rated technical criterion should be addressed separately.



4.3.2.1. Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidders must receive a minimum overall technical score of 65% (104 points) in order to be further evaluated on the basis of their financial proposal. Bids which fail to obtain the required minimum number of points specified will be declared non-responsive.

4.3.2.2. The maximum points to be awarded are summarized as follows:

Rated Criterion Number	Title	Maximum Points
PR 1 Corporate Experience	PR1.1 Experience in delivering Advanced Armored Vehicle Driver Training	20
PR 2 Instructors' Experience	PR 2.1 Instructors' Experience in Advanced Armored Vehicle Driving	20
PR 3 Training Design	PR 3.1 Course Sessions	8
	PR 3.2 Course Design	40
PR 4 Training Facility	PR 4.1 Training Facility	40
PR 5 Location	PR 5.1 Nearest Health Care Facility	6
	PR 5.2 Nearest major city	6
PR 6 Communication	PR 6.1 Additional Regional Languages	2
	PR 6.2 Welcome Package	8
PR 7 COVID-19	PR 7.1 COVID-19 Prevention Measures	10
TOTAL		160
MINIMUM POINTS REQUIRED		104

PR 1 Corporate Experience (MAXIMUM 20 POINTS)

PR1.1 Corporate Experience in delivering Advanced Armored Vehicle Driver Training

Evaluate the bidder's recent experience in delivering advanced armored vehicle driver training to Government, NGO and /or private sector clients.



The response to be provided can consist of existing material (brochures, corporate profiles, reference letters, etc.). To facilitate the evaluation the Bidder should provide the following information on specific projects:

- a) The title of the project
- b) The location and date of the completion of the project (city / country)
- c) The start and end date of the project
- d) A brief description of the project
- e) A brief description of the client and the results achieved
- f) The Bidders role in the completion of the project
- g) Sample materials of the project

Bidder demonstrates 37 months – 48 months of experience delivering advanced armored vehicle driver training	14 points
Bidder demonstrates 49 months – 60 months of experience delivering advanced armored vehicle driver training	16 points
Bidder demonstrates 61 months – 72 months of experience delivering advanced armored vehicle driver training	18 points
Bidder demonstrates 73 + months of experience delivering advanced armored vehicle driver training	20 points

PR 2 Instructors' Experience (MAXIMUM 20 POINTS)

PR 2.1 Instructors' Experience in driving Armored Vehicles

Evaluate the Instructors recent* experience in driving armored vehicles. Bidder should submit a detailed CV for each proposed instructor.

* Recent experience is defined as experience obtained within 10 years of the closing date.

To facilitate the evaluation the resume should include the following information on projects completed:

- a) Title of project(s)
- b) Description of the project(s)
- c) Location of the work (city & country)
- d) Name of client organization
- e) Start and end dates of the project(s)

Bidder demonstrates 37 months to 48 months of experience in driving armored vehicles	14 points
Bidder demonstrates 49 months to 60 months of experience in driving armored vehicles	16 points
Bidder demonstrates 61 months to 72 months of experience in driving armored vehicles	18 points
Bidder demonstrates 73+ months of experience in driving armored vehicles	20 points

PR 3 Training Design (MAXIMUM 48 POINTS)

PR 3.1 Course Sessions (Maximum 8 points)

Evaluate the capacity of Bidders to provide multiple training sessions at one time, where a session is defined as: One (1) dedicated Armored Vehicle, 1 dedicated instructor and up to three students.



The bidder has not identified the capacity to train more than one session	0 points
The bidder has identified the capacity to train two (2) session at a time.	4 points
The bidder has identified the capacity to train three (3) or more session at a time.	8 Points

PR 3.2 Course Design (Maximum 40 points)

Evaluate the Bidder’s ability to provide a comprehensive course design for the training sessions that demonstrates understanding of the requirements outlined in **Annex “A” Statement of Work Section 2.4. Training Curriculum**

In order to be complaint, the Bidder should provide a full course design of the training sessions using the following table format:

Note: It is acceptable to add more rows as needed to provide the necessary information.

	Modules(Module Name)	Learning Objectives/Outcomes	Teaching Points	Training Type (Theory/Practical)	Duration
Day # 1					
Day # 2					
Day # 3					
Day # 4					



Day # 5					

The response includes very limited information	10 points
The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	20 points
The response meets the minimum requirements and contains no significant weaknesses.	30 points
The response has demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement.	40 points

PR 4 Training Facility (MAXIMUM 40 POINTS)

PR 4.1 Training Facility

The Bidder should describe how they intend to approach the work and meet the requirements set out in Annex "A". Statement of Work, this should include:

- a) A description of the classrooms; this should include information regarding the Bidder's ability to offer comfortable learning rooms that are climate controlled with appropriate seating and tables. In addition, the response should include the Bidder's ability to provide the necessary supplies (Pencils, paper, and staple) and training materials (PowerPoints, PDF's, ect.). Bidder should submit a detailed description of the classrooms;
- b) A description of the IT and WIFI within the facility; this should include a description of any video/audio equipment available in classrooms as well as the availability and quality of the internet in the facility;
- c) A description of all washroom facilities including but not limited to cleaning schedule, presence of climate control, and availability of hand cleaning stations;
- d) A description of all the armored vehicles that the Bidder intend to use for this training; this should include the year and model of the vehicles;
- e) A description of the driver training areas at the facility; this should include a description of the all driving training areas that be will used for this course as well as information on the material of the road (Asphalt, mud, etc), and the size of the training areas and the type of drills or training that can be completed;

The response includes very limited information	10 points
The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	20 points
The response meets the minimum requirements and contains no significant weaknesses.	30 points
The response has demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement.	40 points

PR 5 Location (MAXIMUM 12 POINTS)



Evaluate the distance of the facility from the nearest healthcare facility and the nearest major city. Bidders should submit the address and name of the nearest health care facility, the name of the nearest major city (defined as a city with an international airport) and the distance of the facility to both.

PR 5.1 Nearest Health Care Facility (Maximum 6 Points)

Facility is located more than 75 km away from nearest health care facility	0 points
Facility is located within 75 km or less from nearest health care facility	6 points

PR 5.2 Nearest major city (Maximum 6 Points)

Facility is located more than 75 km from nearest major city	0 points
Facility is located within 75 km or less from nearest major city	6 points

PR 6 Communication (MAXIMUM 10 POINTS)

PR 6.1 Additional Regional Languages (Maximum 2 Points)

Evaluate the Bidder's ability to provide training through oral communication in additional languages. Bidder should list any additional languages they are capable of providing training in based on the Region of their bid. The acceptable additional languages per region is as follows:

Region A: Middle East, Europe and Asia	Region B: Americas	Region C: Africa
Arabic	Creole	Afrikaans
Bahasa Indonesia	French	Amharic
Bengali	Portuguese	Arabic
Dari		Kinyarwanda
Filipino		Ndebele
Hebrew		Oromo
Hindi		Shona
Pashto		Swahili
Tamil		Tswana
Turkish		
Ukrainian		
Urdu		

The Bidder has not identified any additional language per their region of bid.	0 points
The Bidder has identified one or more additional languages per their region of bid.	2 points

PR 6.2 Welcome Package (Maximum 8 Points)

Evaluate the Bidder's Student Information Package. Bidders should submit a standard information package, which students might expect to receive prior to attending the training. The bidders should also identify how the Information Package would be distributed to students (PDF via email or Hardcopy via mail). This package should include, an overview of course content, local venues, daily routine,



transportation arrangements and a list of what to bring that will be helpful for the course and local environment.

The response includes very limited information	2 points
The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	4 points
The response meets the minimum requirements and contains no significant weaknesses.	6 points
The response has demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement.	8 points

PR 7 COVID-19 (MAXIMUM 10 POINTS)

PR 7.1 COVID-19 Prevention Measures

Evaluate the Bidders ability to apply COVID-19 prevention measures and adhere to the current local health guidelines as per **Annex "A" Statement of work, section 2.9 COVID-19**. This should include information related to:

- a) The availability of masks throughout the facility and in vehicles.
- b) The presence of hand sanitizing stations throughout the facility.
- c) What social distancing measures are in place, and where they are applicable.
- d) Duration of mandatory quarantine, if any, when entering the country or city.

The response includes very limited information	4 points
The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	6 points
The response meets the minimum requirements and contains no significant weaknesses.	8 points
The response has demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement.	10 points



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions [2035](#) (2020-05-28);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);



- (e) Certifications (Annex C);
- (f) Security Requirements Check List (Annex D);
- (g) Contractor's bid dated yyyy-mm-dd. (*Inserted at Contract award*)

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

Canada's Representative for this Contract is: (*Inserted at Contract award*)

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
E-mail address:

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.

5.3.2 Project Authority

The Project Authority for this Contract is: (*Inserted at Contract award*)

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
E-mail address:

The Project Authority is the representative of the department 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 Project Authority, however the Project 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 Canada's Representative.

5.3.3 Contractor's Representative

The Contractor's Representative is: (*Inserted at Contract award*)

Name:
Title:
Company:
Address:
Telephone:
E-mail address:



The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

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

5.5 GENERAL CONDITIONS

[2035](#) (2020-05-28), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

5.8 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.9 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.10 EXCUSABLE DELAY

5.10.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor;
- occurred without the fault or neglect of the Contractor;

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for



approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

5.10.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

5.10.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5.10.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.11 PERFORMANCE OF THE WORK

5.11.1 Description of Work

The Contractor must perform the Work described in the Statement of Work at Annex A in accordance with the Contract.

5.11.2 Period of the Contract

The period of the Contract is from _____ to _____ inclusive. *(inserted at contract award)*.

5.11.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to two (2) additional one year option period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.

5.11.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least one (1) days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.

5.11.5 Independent Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.11.6 Conduct



The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.11.7 Compliance with Local Law

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the local laws in force.

5.11.8 Inspection and Acceptance

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.11.9 Security Requirements

There is no security requirement applicable to this Contract

5.11.10 Green Procurement

5.11.10.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

5.11.10.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.12 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.



5.13 PAYMENT TERMS

5.13.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.13.2 Limitation of Expenditure

5.13.2.1 Canada's total liability to the Contractor under the Contract must not exceed _____ (CAD) **TO BE INSERTED UPON CONTRACT AWARD**. Customs duties are subject to exemption and Applicable Taxes are extra.

5.13.2.2 No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.13.3 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

5.13.4 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for 6 years after it receives the final payment under the Contract.

5.13.5 Invoicing Instructions

5.13.5.1 The Contractor must ensure that each invoice it provides to Canada

- (a) is submitted in the Contractor's name;
- (b) is submitted each month do so for each delivery or shipment;
- (c) only applies to the Contract;
- (d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- (e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (f) sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- (g) identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

5.13.5.2 By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.



5.13.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of [2035](#) (2020-05-28) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.13.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of [2035](#) (2020-05-28) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.13.8 Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.14 SUSPENSION AND INFRACTION

5.14.1 Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.14.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.

5.15 INSURANCE TERMS

5.15.1 Insurance at Discretion of Contractor

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.16 GOVERNANCE AND ETHICS

5.16.1 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific



organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

5.16.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection (a) or (b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or
- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

5.16.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.17 DISPUTE RESOLUTION



5.17.1 Discussion and Negotiation

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

5.17.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX A STATEMENT OF WORK

Armoured Vehicle Driver Training Course

1. SCOPE

1.1 TERMINOLOGY

AV	Armored Vehicles
AWCT	Physical Security Programs
DFATD	The Department of Foreign Affairs, Trade and Development Canada
OEM	Original Equipment Manufacturer
PIT	Precision Immobilization Technique
SUV	Sport Utility Vehicle
TLC 200	Toyota Land Cruiser 200
Fiscal Year	The fiscal year runs from April 1 until March 31 of the following year

1.2 OBJECTIVE

To provide specialized AV driver training to improve the proficiency of our drivers, this includes but is not limited to:

- Ensuring drivers have a complete understanding of the armour limitations and capabilities of the vehicles.
- Providing drivers, a good routine for daily and monthly inspections of the vehicle.
- Ensuring drivers have a complete understanding of the differences of AV parts versus OEM parts.
- Ensuring drivers have a complete understanding of the physical limitations of AVs and how to operate AVs within the tolerances that will provide safety to all people in the vehicle while also increasing the quality of maintenance of our fleet.

1.3 BACKGROUND

- AWCT has a mandate to provide a standardized armored vehicle driver training to DFATD employees abroad in order to ensure their safety and security when driving an armored vehicle.
- Due to the modifications made to the vehicles, the armored vehicles do not perform in the same way as drivers might expect and thus drivers require proper training ensure passenger and vehicle safety.
- DFATD must provide AV driver training for DFATD staff operators from Missions abroad in two (2) fiscal years.
- The Contract will also include two option years. The option years will be exercised to train students who did not receive the training in the first two years of the Contract.

2. REQUIREMENTS

2.1 TRAINING LOCATION



2.1.1 DFATD has identified three (3) regions where the AV driver training needs to be delivered.

- Region A: Middle East, Asia and Europe
- Region B: Americas
- Region C: Africa

2.1.2 For each region, the training must be delivered in one of the countries listed below:

2.1.2.1 Region A:

- United Arab Emirates
- Jordan
- Germany
- Greece
- United Kingdom

2.1.2.2 Region B:

- United States of America
- Mexico
- Canada

2.1.2.3 Region C:

- South Africa

2.1.3 Training facilities will be ideally located near major cities that possess air transportation.

2.2 TRAINING SESSIONS

2.2.1 A Training Session is defined as a five-day period, from Monday to Friday for 40 hours a week. Lunch and rest breaks are at the Instructors discretion. The training session will include both theory and practical application, highlighting the topics identified in Section 2.4. Students will either receive a passing or failing grade, as identified in Section 2.4.2.

2.2.2 Each Training Session will comprise the following:

- One dedicated AV per session
- One dedicated Instructor per session
- A maximum of three (3) students per session

2.2.3 Training sessions may be run concurrently depending on the capacity of the Contractor to provide sufficient armored vehicles and instructors.



2.2.4 The number of training sessions will vary depending on the region and on the fiscal year. Please note that the number of sessions provided is only an estimate; Canada's actual usage may be higher or lower. The estimated volume of sessions is outlined below:

2.2.4.1 Middle East & Asia & Europe

- Estimated eleven (11) sessions in fiscal year 2021-22
- Estimated seven (7) sessions in fiscal year 2022-23

2.2.4.2 Americas

- Estimated four (4) sessions in fiscal year 2021-22
- Estimated three (3) sessions in fiscal year 2022-23

2.2.4.3 Africa

- Estimated eight (8) sessions in fiscal year 2021-22
- Estimated six (6) sessions in fiscal year 2022-23

2.3 TRAINING LANGUAGES

2.3.1 Since drivers are typically locals from their respective regions, training must be available in the following languages:

2.3.1.1 Middle East & Asia & Europe

- English and French

2.3.1.2 Americas

- English and Spanish

2.3.1.3 Africa

- English and French

2.4 TRAINING CURRICULUM

2.4.1 Training must, at a minimum, cover the following:



2.4.1.1 AV Capabilities and Limitations:

- Must demonstrate the capabilities and limitations of the armor with regards to the different ammunitions that it is designed to protect against.
- Must demonstrate the physical characteristics of such a heavy vehicle and what the limits are for a vehicle with a high center of gravity.
- Must demonstrate or discuss the differences between Diesel vs Gas variations of the vehicle.
- Will help develop a good routine for daily vehicle checks and vehicle security awareness.

2.4.1.2 Servicing and Maintenance:

- Must provide the practical experience for conducting basic vehicle maintenance. This includes instruction on the modified components of an AV and an explanation of how they differ from OEM parts. This must also include a detailed section showing students the difference of key parts, so that when maintenance is preformed the correct equipment is in place.
- Must teach students to safely change a tire and jump start a vehicle.
- Must teach students to have a basic working knowledge of self-extracting peripheral equipment such as a winch or tow rope.
- Will teach students how to develop a good housekeeping routine regarding properly storing equipment and loose items such as, but not limited to vests, helmets, and first aid equipment.

2.4.1.3 Practical driving (on road):

- Must provide the experience of driving in traffic conditions highlighting the vehicles blind spots and use of mirrors.
- Must practice high speed cornering and high speed braking techniques unique to heavy vehicles.
- Must demonstrate proper techniques for climbing curbs and obstacles up to 20 cm.

2.4.1.4 Practical driving (off road):

- Must demonstrate vehicle limitations and techniques to traverse on various types of loose surfaces and provide techniques for climbing or descending cross-country slopes that are higher than normal.
- Must practice Vehicle self-recovery.

2.4.1.5 Executive Driving Skill:

- Drivers must be introduced to executive driving skills; Soft stopping, acceleration, and steering wheel techniques to minimize roll, pitch, and yaw effect on the passengers.
- VIP Motorcade drills/theory must be discussed for the candidates to support VIP Visits at embassies.

2.4.1.6 Emergency Procedures:



- Must introduce the students to route and contingency planning, ambush mechanics and recognition along with basic communications procedures.
- Must demonstrate (in theory only) PIT maneuvers as an opponent elimination technique, techniques for attack situations such as drive through, reverse out and push through scenarios.

2.4.2 Student Evaluation

2.4.2.1 The course will be structured to have testing performed at the end of each component or module.

- Students will have to pass with a score 80% or greater per module to receive a certificate upon completion of the course.
- Students will get one redo per module as required.
- If a student fails one or more modules they can carry on with the course until the end but will not receive a certificate. The purpose of continuing is to ensure that students still have the opportunity to learn and gain experience; but they will not be provided with the qualification unless they have passed at the end of the course.

2.4.2.2 DFATD must be provided with a course report for each student.

- A certificate stating that the student has passed the training which must include the name and logo of the training facility, the approving authority, and, the date issued. The school will be required to submit an electronic copy of the certificate and course report for each student to the Project Authority. The school will also provide the students with a paper copy of the certificates.

2.4.3 DFATD will periodically monitor and evaluate the training and course content as the contract continues, and at the Project Authorities request, the Contractor must adjust the course teaching points.

2.5 TRAINING INSTRUCTORS

2.5.1 Instructors must have a minimum of 3 years of advanced driver training which may have been acquired through military, police or Special Forces experience or equivalent.

2.5.2 At least one instructor or staff member present at the training facility throughout the Training Sessions must have up-to-date first aid training.

2.6 TRAINING FACILITIES

2.6.1 Training facilities must provide a modern climate-controlled classroom with the capacity to exceed the minimum number of participants. The facilities must also include the appropriate learning aids such as white boards, computers, visual aids, desks, chairs, pens, paper and any other additional supplies. Any workbooks or handouts required for the course will be provided, to each student by the Contractor.

2.6.2 Training facilities must provide closed-course training for on and off-road driving. Once proper vehicle training is completed, training on public roadways is encouraged.

2.6.3 Training facilities must have clean and safe washrooms for men and women within a 5 min walk from the classroom or teaching location.



- 2.6.4 Training facilities must be within 75km of a major hospital or have a plan that will deliver the same results.
- 2.6.5 Training facilities must either have a place to re-fill water bottles or provide water for the students.
- 2.6.6 The Contractor must provide a welcome package either electronically or by mail depending on the student's preference, before they arrive. This welcome package will detail what to expect, bring, accommodations, food, restaurants, transportation, the daily routine, etc.

2.7 TRAINING VEHICLES

- 2.7.1 Training vehicles must be:
 - Road worthy AV SUVs, in excellent working condition with fully operational and functioning air-conditioning and heating systems.
 - 4WD AV SUV with a ballistic rating of BR-4 Level or greater.

2.8 STUDENT ACCOMMODATIONS AND TRANSPORTATION

- 2.8.1 The Contractor will be responsible for organizing or providing accommodations for students who are traveling to receive training.
- 2.8.2 Transportation between airports and accommodations will be organized by the Contractor.
- 2.8.3 Transportation between training facilities and accommodations will be organized by the Contractor
- 2.8.4 The hotel is to provide breakfast for the students and the training facilities are to provide a lunch and snack. Students will be responsible for their own dinners. The Contractor must provide students with the opportunity to make food requests based on dietary concerns.
- 2.8.5 The accommodations provided to students throughout the duration of the training must be approved by the Project Authority prior to the commencement of the training.

2.9 COVID-19

- 2.9.1 The capacity of students' to travel for training will be at DFATD's discretion and will dictated by COVID-19 restrictions. These restrictions may include entry requirements and quarantine requirements that are put in place by either the country of origin and/or by the country where the training is located. Due to the nature of COVID-19 the requirements will likely change throughout the contract period, any cancellations or delays will be dealt with on an individual basis.
- 2.9.2 The Contractor must ensure that the training facility is equipped to provide COVID safety equipment to students. The facility and vehicle must be COVID prepped with face masks, hand sanitizer and social distancing measures considered in accordance with public health guidelines.

3. DELIVERABLES

3.1 COURSE SYLLABUS



- 3.1.1 The Contractor must provide a syllabus outlining the content of the AV Driving course, which must include (but is not limited to) the topics covered in Section 2.4.
- 3.1.2 The curriculum must be divided into thirty percent (30%) theory and seventy percent (70%) practical training.

3.2 TRANSPORTATION AND ACCOMMODATIONS

- 3.2.1 When the Project Authority schedules a training session, the Contractor must provide, via email, a detailed plan outlining student transportation to and from airports, hotels or other necessary travel, as well as the student accommodations.

4. TIMELINE OF DELIVERABLES

4.1 SESSION BOOKING

- 4.1.1 DFATD will provide the Contractor with the details of upcoming session(s) at least thirty (30) days prior to the start of those sessions.
- 4.1.2 The Contractor will confirm their availability and provide to DFATD for approval the outline for student transportation and accommodation, within seven (7) days of receiving a request for training.
- 4.1.3 DFATD will provide feedback and approval on student transportation and accommodations within seven (7) days of response from the Contractor.



ANNEX B – BASIS OF PAYMENT

B1. The Contractor will be paid firm prices / rates in Canadian dollars (CAD) that include all costs necessary to perform the work. Taxes are not included. Canada will be invoiced according to these rates.

B2. The rates will be enforced throughout the entire Contract and will not be subject to future negotiation.

B3. The Contactor will receive single payments upon the completion of training sessions.

B4. The estimated number of sessions is not a guarantee of work under the Contract. Canada's actual usage may be higher or lower. Canada will be invoiced according to actual usage.

B5. The Contractor will be responsible for providing accommodation to students throughout the training duration that includes hotels, transportation between the airports and hotels, transportation between the hotels and training facilities, and meals as described in the Annex A Statement of Work, Section 2.8.

B6. The accommodations provided to students throughout the duration of the training must be approved by the Project Authority prior to the commencement of the training.

B7. Accommodations cost for students including hotels, transportations and meals will be invoiced separately and cannot exceed **(TO BE INSERTED AT CONTRACT AWARD) CAD** excluding taxes.

B8. Contract Region A:

TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE

B9. Contract Region B:

TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE

B10. Contract Region C:

TO BE INSERTED UPON CONTRACT AWARD – CANADA WILL USE THE RATES PROPOSED BY THE BIDDER IN THEIR PRICING SCHEDULE



ANNEX C – CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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.

Canada's Representative 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 Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

C1. CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

C1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

C2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder 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 specified will render the bid non-responsive.

C2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

C2.2. STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as



beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

C2.3. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

C2.4. FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

DEFINITIONS

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.



FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

WORK FORCE ADJUSTMENT DIRECTIVE

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

C2.5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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)

CERTIFICATION STATEMENT

By completing, signing and submitting this attachment, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date



ANNEX D – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat Sho@ DFATD 21-179051
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	GAC	2. Branch or Directorate / Direction générale ou Direction AWCT
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Armoured Vehicle Driver Training at three geographical locations worldwide: (1) Middle East & Asia & Europe, (2) Americas, and (3) Africa.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
 Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? No Yes
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Robert Thomson		Title - Titre Program Officer - Armoured Vehicles, POF	Signature
Telephone No. - N° de téléphone 343-542-7879	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Robert.Thomson@international.gc.ca	Date Oct 15, 2020.
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Andreea Stoinesteanu		Title - Titre Manager, Personnel Security & Contracting	Signature <i>Andreea Stoinesteanu</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel andreea.stoinesteanu@international.gc.ca	Date 2020-10-21
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Safaa Al-Khuwaiter		Title - Titre Procurement Specialist	Signature <i>safaa alkhwaiter</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date