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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The Department of National Defence (DND) requires a Contractor to provide on an as and when requested basis, instructors, facilities, and equipment for Explosive and Ordnance Training (EOT) to members of the Canadian Armed Forces (CAF) to recognize, assess and safely eliminate Explosive Hazard (EH) threats as stated in Annex "A". The term of the resulting Regional Individual Standing Offer will be from date of issue to 31 August 2023 with Canada having the option to extend the standing offer for one year.

1.3 Debriefings

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

1.5 Submission of Offers by epost Connect service

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Public Works and Government Services

Fax: (613) 545-8067

TPSGC.ordreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca
([email address for epost Connect service](#))

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES () NO ()

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment").

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The Department of National Defence (DND) requires a Contractor that has delivered training and provided the facilities for (EOT) training to military clientele* for a minimum total of three courses since 01 January 2005, to at least one of the 5 Eyes nations**.

*Military clientele consists only of militaries from the following countries: Canada, USA, Great Britain, Australia, and New Zealand (**5 Eyes nations).

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Any bid which fails to meet the following mandatory financial criteria will be deemed nonresponsive and will receive no further consideration:

- a) Bids must not contain any alteration to Annex "B" - Basis of Payment, other than the addition of the Manufacturer and Model information for the Item and the Bidder's firm unit pricing for all items. Bidders must provide the manufacturer and model information and the firm unit pricing for all items in their bid.
- b) Bids must not contain any condition or qualification placed upon the bid.
- c) Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.
- d) Pricing must be provided for all items as listed in the Pricing Basis. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

4.1.2.2 Evaluation of Price - Canadian/Foreign Offerors

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price - Canadian/Foreign Offerors

4.1.2.3 Calculation of Evaluated Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded. The Offer's Firm Unit Price will be multiplied by the estimated quantity to calculate the extended pricing. The Evaluated Price, used to determine lowest bid, will be the sum of the extended pricing for all pricing periods in Annex B.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

SACC Manual Clause [M0031T](#) (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the 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.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

SACC Manual Clause [M3020T](#) (2016-01-28) Status and Availability of Resources

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File No. - N° du dossier

KIN-1-56014

Buyer ID - Id de l'acheteur

kin519

CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "Usage Reporting Form". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue to 31 August 2023.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, from 1 September 2023 to 31 August 2024 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 2 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Herb Choquette
Title: Supply Team Leader
Public Services and Procurement Canada, Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor, Kingston, Ontario, K7L 1X3
Telephone: (613) 449-8446
E-mail address: Herb.Choquette@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

Name: _____

Telephone: _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence in Ontario, Canada.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions Services (medium complexity) 2010C (2020-05-28);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.13 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period specified in the call up document.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of 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.

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#), (2007-11-30) T1204 - Direct Request by Customer Department

7.5.5 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

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

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance or Insurance Requirements

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

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A", STATEMENT OF WORK

EXPLOSIVE AND ORDNANCE TRAINING

1.0 SCOPE

1.1 Purpose

The Department of National Defence (DND) requires a Contractor to provide on an as and when requested basis, instructors, facilities, and equipment for Explosive and Ordnance Training (EOT) to members of the Canadian Armed Forces (CAF) to recognize, assess and safely eliminate Explosive Hazard (EH) threats.

In the ever-changing field of Explosive and Ordnance Training (EOT) and the evolution of explosive threats, CAF personnel are required to stay current in the most up-to-date advancements of EOT training.

2.0 DEFINITIONS

Explosive Hazard (EH)	Any hazard containing an explosive component. Explosive hazards include (but are not limited to) unexploded explosive ordnance (including land mines), deliberate explosive booby-traps, improvised explosive devices, captured enemy ammunition, and bulk explosives
High Explosive (HE)	An explosive compound or substance in which the chemical reaction occurs more rapidly than in a deflagrating explosive (rapid burning) with a velocity of detonation (VOD) between 1000-1800 meters per second. It is characterized by the production of a high pressure and temperature detonation wave which causes a HE to decompose until it is all consumed
NATO	North American Treaty Organization
US SOCOM	United States Special Operations Command
UKSF	United Kingdom Special Forces
SOF	Special Operations Forces
SOCOMD	Special Operations Command (Australia)
JSOC	Joint Special Operations Command (US)
NZSF	New Zealand Special Forces
USSF	United States Special Forces
CANSOFCOM	Canadian Special Operations Forces Command
NSW	Naval Special Warfare (US)
MARSOC	Marine Corps Special Operations Command (US)

3.0 ESTIMATED VOLUME

- 3.1 The estimated volume is to be the same for each period of the Standing Offer. The Contractor understands and agrees that the annual estimated number does not constitute a contract guarantee.
- 3.2 One serial is anticipated per year. Each training serial will have between 4 and 12 participants and be of 4 business days in duration. A business day is defined as 8 hours. The first serial will be anticipated for the first half of 2022.

4.0 REQUIREMENTS

4.1 Course Structure

- 4.1.1 The EOT course must include ALL three phases of delivery, covering theoretical and practical instruction over a 4 day period in a classroom setting as detailed below:

1) **Phase One:** Ordnance Safety must include the following:

- a. Describe the role of physics as it relates to munitions;
- b. Describe basic electricity and circuits;
- c. Describe ordnance safety precautions for munitions; and
- d. Differentiate between different fuze types and their functions.

2) **Phase Two:** Ordnance Recognition and Identification must include the following:

- a. Ordnance marking;
- b. Categorization of Ordnance to include:
 - i. Grenades;
 - ii. Landmines;
 - iii. Firing Devices;
 - iv. Submunitions;
 - v. Projectile Fuzes;
 - vi. Projectiles and Mortars;
 - vii. Rockets;
 - viii. Guided Missiles;
 - ix. Bomb Fuzes;
 - x. Aircraft Bomb;
 - xi. Dispensers; and
 - xii. Dispenser Munitions.
- c. Must include a minimum of four (4) Physical inert ordnance examples and instructions for each of the above categories i-vii to xii inclusive. Examples be from the following: NATO, Russian, Chinese and European origin.

3) **Phase Three** – Ordnance Disposal Procedures must include the following;

- a. Unexploded Ordnance (UXO) Disposal Overview;
- b. Methods for Disposing of UXO.

4.2 Course Delivery

4.2.1 Course Material

4.2.1.1 The Contractor must provide each participant with all supporting training materials and documentation required for the course in hard copy in English. The course material will be retained by the participant upon completion of the course.

4.2.1.2 The Contractor must provide each participant with all reference material required for the course in hard copy in English.

4.2.2 Course Supplies

4.2.2.1 The Contractor must provide all required training supplies required to support classroom training, including, realistic replica ordnance and inert ordnance examples from NATO, Russian, Chinese, European origin etc. All training aids must be based upon current real world Explosive Hazard (EH) threats. Current EH threats are defined as real world EH threats found within the last decade to include both legacy and newly produced ordnance and munitions.

5.0 LOCATION OF WORK AND TRAINING FACILITY

5.1 All Phases of work and training delivery must be on the Contractor's premises.

5.2 The Contractor must provide a training facility that is appropriate to conduct classroom and dry training of up to 12 participants. The classroom must include, at a minimum:

- a. Whiteboard(s)
- b. Twelve computers
- c. Internet access
- d. Table, chairs
- e. Proximal washroom
- f. Proximal water fountain

6.0 RESOURCES AND QUALIFICATIONS

6.1 Instructors

6.1.1 The contractor must provide instructors who have:

- a. a minimum of five years full-time experience in the past 10 years as an EHD/EOD/EOT Instructor having taught best practices as per the US Navy EOD School (or equivalent school within the 5 Eyes*) to US, Canada, or other Allied Nation SOF. Instructors may also include currently serving members of UK or US SOF military.

*Equivalencies for US Navy EOD School are:

- British Army EOD Operator/Instruction
- Royal Australian Army/Navy EOD Specialist Operator/Instructor
- New Zealand Defence Force EOD Operator/Instructor; and
- Canadian Army/Royal Canadian Navy EOD Operator/Instructor

6.1.2 Only one instructor is required for the classroom-based theoretical training delivery.

7.0 DND RESPONSIBILITIES

- 7.1 DND will make arrangements for all logistics support not identified above including accommodations, meals, and transportation outside of the Contractor's facility.

8.0 LANGUAGE OF INSTRUCTION

- 8.1 All training, deliverables and reference material must be presented in English.

9.0 MEETINGS

The Contractor will not be reimbursed for any costs incurred by the Contractor for these meetings.

9.1 Kick-off Meeting

A kick-off meeting must be held within 15 calendar days from the contract award date. The kick-off meeting will be held at the Contractor's premises or via conference call. The exact time and location of the kick-off meeting will be mutually agreed upon between the Contractor, Technical Authority and Contracting Authority.

The purpose of the kick-off meeting is to:

- a) review the contractual requirements;
- b) review and clarify, if required, the respective roles and responsibilities of the Contracting Authority (CA), the Technical Authority (TA) and the Contractor to ensure common understanding; and
- c) view the Contractor's premises and training environment

9.2 Urgent Meetings

The Technical Authority and/or Contracting Authority may request a meeting at any time to resolve urgent matters, issues or concerns. These meetings can be accomplished via teleconference.

ANNEX "B", BASIS OF PAYMENT

Pricing Periods:

Year 1: date of award to August 31, 2022

Year 2: September 1 2022 to August 31, 2023

Year 3 (Optional): September 1 2022 to August 31, 2023

All pricing is firm in Canadian currency unless otherwise stated and does not include HST or GST (which must be shown as a separate item on invoices). *The estimated usages are for evaluation purposes only and do not commit Canada to use more than the actual quantities required.*

Lot Price per course for Explosive and Ordnance Training as stated in Annex "A"

Estimated usage one course per year at Offeror's facility.

Year 1: \$ _____; Year 2 \$ _____; Year 3 (optional) \$ _____.

Solicitation No. - N° de l'invitation
W6448-22C001/A
Client Ref. No. - N° de réf. du client
W6448-22-C001

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56014

Buyer ID - Id de l'acheteur
kin519
CCC No./N° CCC - FMS No./N° VME

ANNEX "C", USAGE REPORTING FORM

The data must be submitted on a monthly basis to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

Company Name: _____

Standing Offer No. W0113-17F003						
Month:						
Unitrak Code	Offerors Code	Item Description	Case Description	Quantity	Firm KG Price or	Firm Case Price
Monthly Total						\$

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____

ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation
W6448-22C001/A
Client Ref. No. - N° de réf. du client
W6448-22-C001

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56014

Buyer ID - Id de l'acheteur
kin519
CCC No./N° CCC - FMS No./N° VME

ANNEX "E", ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.