

National Defence National Defence Headquarters Ottawa, Ontario K1A 0K2

SOLICITATION CLOSES L'INVITATION PREND FIN

at - à 02:00 PM on - le 6 February 2024

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

REQUEST FOR STANDING OFFERS DEMANDE D'OFFRESÀ COMMANDES

Proposal to: Department of National Defence (DND)

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

Proposition au : ministère de la Défense nationale (MDN)

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

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

Issuing Office - Bureau de distribution

DSPCOS / DCASSO



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

Défense nationale

Title - Sujet	
Basic Evasive Driver Tra	-
Solicitation No N° d	e l'invitation
W8484-23-0368	
Date	
12 January 2024	
Reference No. (optiona	al) - N° de référence (facultatif)
RETURN BIDS TO: RETOURNER LES SOL	JMISSIONS À :
By e-mail to:	
Emily.Keenan@forces.g	c.ca
Address enquiries to: Adresser toute demand Emily Keenan	de de renseignements à :
Telephone No.	E-Mail Address
N° de téléphone	Courriel
	Emily.Keenan@forces.gc.ca
FOB - FAB	
See herein.	
Destination	
See herein.	
Vendor/Firm Name and Raison sociale et adre	I Address sse du fournisseur/de l'entrepreneur
Telephone No N° de téléphone	e Facsimile No N° de télécopieur
Vendor/Firm (type or print) Nom et titre de la perso fournisseur/	on authorized to sign on behalf of onne autorisée à signer au nom du er ou écrire en caractères
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

1.2 Summary

- 1.2.1 The Department of National Defence (DND) Canadian Joint Operations Command (CJOC) has a requirement for the provision of Basic Evasive Driver Training courses for CJOC members. DND makes no commitment to the number of courses or to the number of personnel, however it is estimated the DND will require 6 session per year for up to twenty (20) students. Additional courses may be requested on an "as and when required basis".
- 1.2.2 The period of the resulting Standing Offer is from the date of award to 31 March 2027 inclusive with two oneyear option periods.

1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canadian Free Trade Agreement (CFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Ukraine Free Trade Agreement (CUFTA) and the Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA).

1.3 Security Requirements

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

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing will be provided electronically.

1.5 Office of the Ombudsman

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006 (2023-06-08)</u> Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

(i)The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR

(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.

4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

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

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

It is the Offeror's responsibility to:

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

Subsection 5.4 of <u>2006 (2023-06-08)</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

Section 07, Delayed Offers is deleted and replaced by:

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

Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect Service is deleted in its entirety.

Section 20, Further Information is deleted in its entirety.

2.2 Submission of Offers

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

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Offeror or Standing Offer Authority. Larger offers may be submitted through more than one e-mail. The Standing Offer Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission.

Offerors should not assume that all documents have been received unless the Standing Offer Authority confirms receipt of each document. In order to minimize the potential for technical issues, Offerors are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES() **NO**()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES()NO()

If so, the Offeror must provide the following information:

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

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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 Standing Offer Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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

Canada requests that the offer be gathered per section and separated as follows:

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

Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros and/or links, may be rejected by the Department of National Defence (DND) email system and/or firewall(s) without notice to the Bidder or Procurement Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date will not be accepted.

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

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 Basis of Payment provided in Annex B, Basis of Payment of this bid solicitation. The total amount of applicable taxes must be shown separately, if applicable.

For evaluation purposes, to ensure consistency of the evaluations, all foreign currency proposals will be converted to Canadian dollars, using the Bank of Canada exchange rate on the bid closing date.

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

In the Financial offer, the Offeror shall include All-inclusive Rates for the provision of services, as described in the Statement of Work. When calculating the Rates, Offerors should consider all potential extra costs to facilitate training as set out in the Annex A, Statement of Work.

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.

Section IV: Certificate of Insurance

Offerors must submit the Certificate of Insurance required under Part 6 of the RFSO.

Section V: Additional Information

Non-Disclosure Agreement: Offerors must submit a completed and signed copy of Annex H, Non-Disclosure Agreement. One soft copy must be submitted by email.

Confidentiality Agreement Form: Offerors must submit a completed and signed copy of Annex I, Confidentiality Agreement Form. One soft copy must be submitted by email.

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

Number	Mandatory Technical Criteria	Met Yes/No	Bidder Supporting Documentation (if applicable)
	Bidde	er Mandatory	
M 1	Bidder Experience		
M 1.1	Offeror must have experience within the last 12 months at providing training on the subject of Route Planning to include: • Completing a quick map assessment; • Completing a quick time estimate;		
	 Reviewing appropriate task information; and Identifying a primary and secondary route. 		
M 1.2	 Offeror must have experience within the last 12 months at providing training on the subject of Conducting Driving Preparation Checks to include: Verifying vehicle fluid levels; Verifying battery serviceability; Verifying electronic instrumentation system (EIS); Verifying tire pressure; Verifying torque wheel lug nuts are within manufacturer's specifications; Checking tire rims for cracks; Verifying condition of tires; 		
	 Verifying steering linkage; 		

	Ensuring no apparent	
	damage;	
	 Ensuring no safety hazards 	
	are attached to, or adjacent	
	to, the vehicle; and	
	Performing a	
	communications check.	
M 1.3	Offeror must have experience	To demonstrate compliance with this criterion, at
	within the last 12 months at providing training on the subject of	the time of bid submission, the Offeror must provide dates of training or a name of who the
	Operating a vehicle to complete a	training was provided to. (Offerors are reminded
	trip from a Start Point to a Finish	that it is their responsibility to clearly
	Point utilizing Evasive Driving	demonstrate how they meet this criterion).
	Techniques to include:	
	Performing Evasive	
	Maneuvers without	
	stopping or losing control	
	of the vehicle	
	Vehicle;	
	 Performing a Transition 	
	maneuver at 40-80% max	
	vehicle capacity without	
	stopping or losing control	
	of the vehicle;	
	 Performing a High-Speed 	
	Curve maneuver at 40 –	
	80% max speed capacity	
	without stopping or losing	
	control of the vehicle;	
	Performing a 90 degree turn maneuver without	
	stopping or losing control of the vehicle;	
	Performing a Small-Curve maneuver at 40 – 80% max	
	speed capacity without	
	stopping or losing control of	
	the vehicle;	
	 Perform a Controlled- 	
	Penorm a Controlled- Braking maneuver without	
	stopping or losing control	
	of the vehicle;	
	Driving a vehicle in reverse at 40, 80% max append	
	at 40 – 80% max speed	
	capacity without stopping	
	or losing control of the	
	vehicle; and	
	Performing a Reverse two- Deint turn without atopping	
	Point turn without stopping	
	or losing control of the	
	vehicle.	

M 2	Training Resources	
M 2.1	Vehicles: Offeror must have sufficient operational vehicles to train up to 20 trainees at a ratio of no less than 3 students to 1 vehicle at any time.	To demonstrate compliance with this criterion, at the time of bid submission, the Offeror must provide a list of vehicles available for the first training course.
M 2.2	 Obstacles/ Barriers: Offeror must have simulated barriers and training aids to include: No less than two (2) Texas barriers (or the equivalent); No less than two (2) Jersey barriers (or the equivalent); No less than fifty (50) orange pylons/traffic cones (or the equivalent); and No less than ten (10) plastic barrels (or the equivalent). 	
M 2.3	Communications Equipment: Offeror must have communications equipment not limited to one Ultra High Frequency or Very High Frequency radio per trainee vehicle in use. Radios may be rented as required. Family Radio System is acceptable.	
M 2.3	Tools/ Maintenance Equipment: Vendor must have adequate tools (with appropriate PPE) and resources to conduct driver maintenance in accordance with Performance Objectives 001, 002 and 003.	To demonstrate compliance with this criterion, at the time of bid submission, the Offeror must provide an itemized list of tools and PPE to conduct driver maintenance and driving preparation checks.
M 3	Instructors/ trainers: Offeror must have training staff to conduct the theoretical and practical training for up to 20 students at any time.	
M 4	Facilities	

	т	
M 4.1	 Location: Training facility must meet the following criteria: Must be accessible by commercial means without undue delay to training time, maximum two (2) day travel by air from any Canadian International Airport; The training must be delivered in a North American location with suitable driving conditions, free from snow and ice, on a year-round basis; Commercial accommodation must be within a forty-five (45) minute drive of the training venue; and Emergency services response must be within a thirty (30) mile drive of the training venue. 	 To demonstrate compliance with this criterion, at the time of bid submission, the Offeror must provide: A map that clearly identifies emergency services within a thirty (30) mile drive of the training venue; and A commercial accommodation that must be within a forty-five (45) minute drive of the training venue.
M 4.2	 Training Area: The Offeror must clearly demonstrate they have access to a driving area, capable of driving on: Asphalt, Concrete, Dirt/rough road areas; and Allows vehicles to operate at 80% of vehicle capabilities. 	To demonstrate compliance with this criterion, at the time of bid submission, the Offeror must provide a detailed sketch or aerial photo of the track/training area that will be used to conduct the practical training.
M 4.3	Classroom: Offeror must demonstrate the classroom is large enough to accommodate 20 trainees and 1 observer at one time. Classroom must be free from elements, have appropriate ventilation and have a desks/tables with chairs. Classroom must be equipped with no less than one mounted teaching board, such as a white board, blackboard or smart board.	To demonstrate compliance with this criterion, at the time of bid submission, the Offeror must provide a photo of the classroom to facilitate theoretical training and student administration.
M 4.4	Dining Area : The Offer must be able to provide an area for trainee lunch breaks. The area must have a fridge, microwave, and seating	

	available to trainees. A classroom is acceptable.	
M 4.5	Ablutions : The Offer must be able to provide adequate ablution facilities for students.	
M 5	Insurance	
M 5.1	Insurance: The Offeror must maintain and provide proof of the required insurance coverage.	To demonstrate compliance with this criterion, at the time of bid submission, the Offeror must provide proof of the required insurance coverage.

4.1.2 Financial Evaluation

4.1.2.1 M0222T (2016-01-28), Evaluation of Price - Canadian/Foreign Offerors

- 1. The price of the offer will be evaluated as follows:
 - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. Foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
- 2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
- Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
- 4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.
- 4.1.2.2 C2000C (2007-11-30), Taxes Foreign-based Contractor

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. Note to bidder: option years are included. Cancellation fees will not be taken into consideration.

4.2.1 Mandatory Technical Criteria Only

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

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be 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 <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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 <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website.

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

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

The Offeror must provide the Standing Offer Authority with a completed annex titled <u>Federal Contractors</u> <u>Program for Employment Equity – Certification</u>, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Insurance Requirements

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

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7A.1 Offer

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

7A.2 Security Requirements

7A.2.1 There is no security requirement.

7A.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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7A.3.1 General Conditions

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7A.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 G entitled "Periodic Usage Report". 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 15 calendar days after the end of the reporting period.

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to 31 March 2027 with two one-year option periods.

7A.5 Authorities 7A.5.1 Standing Offer Authority

[Names to be specified in the resulting Standing Offer]

The Standing Offer Authority is:

Name:	Emily Keenan
Title:	Procurement Specialist
Directorate:	DSPCOS
Address:	101 Colonel By Dr,
	Ottawa, ON,
	K1A 0K2
E-mail address:	EMILY.KEENAN@forces.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, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7A.5.2 Project Authority

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

Name:	 _
Title:	 _
Directorate:	 _
Address:	 _
E-mail address:	 _

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

7A.5.3 Offeror's Representative

Name:	
Title:	
Directorate:	
Address:	
E-mail address:	

7A.6 Proactive Disclosure of Contracts with Former Public Servants

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

7A.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Director General Procurement Services, Director of Strategic Procurement Coordination and Operations Support.

7A.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.

Call-up Against a Standing Offer

- 2. Any of the following forms could be used which are available through <u>PWGSC Forms</u> <u>Catalogue website</u>:
 - PWGSC-TPSGC 942
 - PWGSC-TPGSC 942-2
 - PWGSC-TPSGC 944
- Call-up Against a Standing Offer Multiple Delivery Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

7A.9 Limitation of Call-ups

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

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

7A.10 Financial Limitation

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

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

7A.11 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 articles of the Standing Offer;
- b) The call up against the Standing Offer, including any annexes;
- c) The general conditions <u>2005 (2022-12-01)</u>, General Conditions Standing Offers Goods or Services;
- d) Annex A, Statement of Work;
- e) Appendix A, Student Progress and Completion Report;
- f) Appendix B, Training Manoeuvre Standards;
- g) Appendix C, Performance Objectives;
- h) Annex B, Basis of Payment;
- i) Annex C, Insurance Requirements;
- j) Annex D, Request for Standing Offers Electronic Payment Instruments
- k) Annex E, Request for Standing Offers Federal Contractors Program for Employment Equity-Certification
- I) Annex F, PWGSC-TPSGC 942, Call-Up Against a Standing Offer; and
- m) The Offeror's offer dated _____ [to be inserted at date of Standing Offer award].

7A.12 Certifications and Additional Information

7A.12.1 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.

7A.12.2 Federal Contractors Program for Employment Equity - Setting aside

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

7A.12.3 SACC Manual Clauses

M3020T (2016-01-28), Status of Availability of Resources - Offer

7A.13 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.

7A.14 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.

7B.1 Statement of Work

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7B.2.3 Confidentiality

- a) The Contractor must keep confidential all information and material contents disclosed or covered during the training, as well as all information provided to the Contractor by or on behalf of Canada in connection with the Work.
- b) Subject to the <u>Access to Information Act</u>, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- c) The obligations of the Parties set out in this section do not apply to any information where the same information:
 - (i) is publicly available from a source other than the other Party; or
 - (ii) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
 - (ii) is developed by a Party without use of the information of the other Party.

7B.3 Term of Contract

7B.3.1 Period of the Contract

The period of the Contract is from the date of award to 31 March 2027.

7B.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least seven (7) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7B.4 Proactive Disclosure of Contracts with Former Public Servants

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

7B.5 Payment

7B.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B, Basis of Payment.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7B.5.2 Limitation of Price

C6000C (2017-08-17), Limitation of Price

7B.5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

7B.5.4 Electronic Payment of Invoices – Call-up

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

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

7B.6 Invoicing Instructions

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

Each invoice must be supported by:

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

7B.7 Insurance – Specific Requirements

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

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

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

7B.8 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7B.9 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 "<u>Dispute Resolution</u>".

ANNEX A - STATEMENT OF WORK (SOW)

1. SCOPE

1.1 Purpose

The objective of this requirement is to establish a Standing Offer (SO) to provide the knowledge and technical driving skills to Canadian Armed Forces (CAF) personnel in order to prepare them for deployment in a high threat environment. The Contractor must be able to provide training to individuals with no previous evasive driving experience and ensure they are able to effectively perform all tasks stated in Section 2 below.

1.2 Background

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

1.3 Acronyms

BED – Basic Evasive Driving
CAF – Canadian Armed Forces
CFLTC – Canadian Forces Logistics Training Center
CJOC – Canadian Joint Operations Command
COA – Course of Action
EIS – Electronic Instrumentation System
IAW- In Accordance With
NLT – No Later Than
PO – Performance Objective
PSPC - Public Services and Procurement Canada
ROE – Rules of Engagement
SO – Standard Operating Procedure
SUV – Sport Utility Vehicle
TA – Technical Authority

REQUIREMENTS

2.1 <u>Tasks</u>

- 2.1.1 The CAF makes no commitment to the number of courses or to the number of personnel, however it is estimated that the CAF will require approximately six (6) courses per year with up to twenty (20) trainees per course. All required training that is listed in section 2.2 will be authorized through the use of PWGSC 942 call-ups against the SO.
- 2.1.2 The Contractor must deliver basic evasive driver training to selected CAF personnel. This training must include the following CAF specific requirements with no less than five (5) training days per course.

2.2 Technical Requirements

2.2.1. The Contractor must provide theoretical and practical instruction on the following:

- 2.2.1.1. Planning a Route in accordance with Appendix C Performance Objective 001: Prepare Movement Plan.
 - (1) Complete a quick map assessment to include an evaluation of:
 - i. Point of origin;
 - ii. Point of destination; and
 - iii. Possible critical points or areas.
 - (2) Complete a quick time estimate to include:
 - i. Total Distance;
 - ii. Estimated average speed;
 - iii. Departure time; and
 - iv. Arrival time.
 - (3) Review the following applicable information:
 - i. Rules of Engagement (ROE);
 - ii. Standard Operating Procedures (SOPs);
 - iii. Weather conditions; and
 - iv. Known, probable and potential threats.
 - (4) Identify primary and secondary routes based on:
 - i. Know and potential threat areas;
 - ii. Obstacles;
 - iii. Road conditions; and
 - iv. Potential/Probable choke points.
- 2.2.1.2. Conducting Driving Preparation Checks in accordance with Appendix C Performance Objective 002: Complete Pre-Trip Preparation.
 - (1) Carrying out a daily inspection to ensure an apparent state of serviceability, to include:
 - i. Verifying engine oil level;
 - ii. Verifying brake fluid level;
 - iii. Verifying windshield washer level;
 - iv. Verifying power steering level;
 - v. Verifying engine coolant level;
 - vi. Verifying battery serviceability;
 - vii. Verifying electronic instrumentation system (EIS);
 - viii. Verifying tire pressure;
 - ix. Verifying torque wheel lug nuts are within manufacturer's specifications;
 - x. Checking tire rims for cracks;
 - xi. Verifying condition of tires;
 - xii. Verifying steering linkage
 - xiii. Ensuring no apparent damage; and
 - xiv. Ensuring no safety hazards are attached to, or adjacent to, the vehicle;
 - (2) Performing a communications check.
- 2.2.1.3. Operating a vehicle to complete a trip from a Start Point to a Finish Point utilizing Evasive Driving Techniques in accordance with the Appendix B – Training Manoeuvre Standards and Appendix C – Performance Objective 003: Execute the Movement Plan.

- (1) Perform Evasive Manoeuvres without stopping or losing control of the vehicle by:
 - i. Accelerating to achieve 40-80% max vehicle capacity;
 - ii. Maintaining speed throughout;
 - iii. Using steering to manipulate vehicle through the obstacle while keeping close line to the obstacle;
- (2) Perform a Serpentine Manoeuvre without stopping or losing control of the vehicle by:
 - i. Accelerating to achieve 40-80% max vehicle capacity;
 - ii. Maintaining speed throughout;
 - iii. Using steering to manipulate vehicle through the first obstacle while keeping close line to the obstacle; and
 - iv. Continuing to use this manoeuvre through following obstacles;
- (3) Perform a Transition Manoeuvre at 40-80% max vehicle capacity without stopping or losing control of the vehicle by:
 - i. Ensuring line of vehicle is close to curve within safe limits;
 - ii. Ensuring smooth steering is maintained; and
 - iii. Ensuring control of the vehicle is maintained through the obstacles without hitting the obstacle;
- (4) Perform a High-Speed Curve manoeuvre at 40 80% max speed capacity without stopping or losing control of the vehicle by:
 - i. Approaching curve;
 - ii. Moving the vehicle to outside limit of driving lane;
 - iii. Moving the vehicle as close to the apex of the curve as possible;
 - iv. moving to the outside limit of the driving lane once past the apex of the curve; and
 - v. Accelerating the exit of the curve.;
- (5) Perform a 90 degree turn manoeuvre without stopping or losing control of the vehicle
 - i. Approaching the Obstacle;
 - ii. Completing a hard Break;
 - iii. Turning using hand-over-hand method;
 - iv. Accelerating after turning;
- (6) Perform a Small-Curve manoeuvre at 40 80% max speed capacity without stopping or losing control of the vehicle by:
 - i. Approaching the curve;
 - ii. Moving the vehicle to outside limit of driving lane;
 - iii. Moving the vehicle as close to the apex of the curve as possible;
 - iv. Moving to the outside part of the driving lane once past the apex of the curve; and
 - v. Accelerating after turning.;
- (7) Perform a Controlled-Braking manoeuvre without stopping or losing control of the vehicle by:
 - i. Hard breaking (without locking the wheels) to release energy of vehicle while maintaining control of the vehicle;
 - ii. steering to move vehicle through the one or more turns while maintaining foot on the break; and
 - iii. Accelerating once through turns.

- (8) Driving a vehicle in reverse at 40 80% max speed capacity without stopping or losing control of the vehicle by:
 - i. Hitting brakes to stop the vehicle moving forward;
 - ii. Putting transmission in reverse;
 - iii. Holding steering firmly (with minimal movement until required to turn);
 - iv. Using mirrors and head turn to maintain situational awareness and see route; and
 - v. Accelerating as needed to rapidly avoid threats.
- (9) Perform a Reverse two-Point turn without stopping or losing control of the vehicle by:
 - i. Applying brakes to stop the vehicle;
 - ii. Putting transmission in reverse;
 - iii. Holding steering firmly (with minimal movement until required to turn);
 - iv. Accelerating while using mirrors or turning head to maintain situational awareness and observe route;
 - v. Identifying location to make the turn;
 - vi. Approaching location to ensure wheels at the front of vehicle can go forward;
 - vii. Stopping vehicle; and
 - viii. Putting transmission in drive and accelerating forward.

2.3 **Training Documentation**:

- 2.3.1 At the end of each training session, the contractor must provide an assessment of performance for each student and send to the TA no later than (NLT) five (5) business days after the completion of each course serial. The assessment is to contain the following information:
 - a. The student's first and last name;
 - b. The course dates;
 - c. Whether the student met the standard of each PO (Pass or Fail); and
 - d. A description of deficiencies that led to a failure of any PO (if applicable).
- 2.3.2 Student Progress and Achievement Report. A template and example student progress and achievement report can be found in Appendix A.
- 2.3.3. Standards Audits. Canadian Joint Operations Command (CJOC) and Canadian Forces Logistics Training Center (CFLTC) may attend any training courses provided IAW this contract for the purpose of auditing the training to ensure training standards are being upheld. Refer to Appendix B Training Manoeuvre Standards and Appendix C Performance Objectives (POs) for the training standards.

2.4 Training Vehicle Requirements:

- 2.4.1 The Contractor must provide sufficient operational vehicles where stated in order to train up to twenty (20) persons on the variants requested as follows:
- 2.4.2 Cars (sedans): Mechanically safe, four (4) door sedan with manual transmission (automatic will be acceptable) (similar in size to Crown Victoria, or Chevrolet Impala);
- 2.4.3 Sports Utility Vehicles (SUVs): Mechanically safe, mid-size SUVs (similar in size to Ford Explorer, Jeep Cherokee, Toyota Land Cruiser and Chevrolet Suburban);
- 2.4.4 The Contractor must make available vehicles that will likely incur body damage while exercising driving techniques, such as ramming through barricades and single or multicar

mock attack and evasive response; and

- 2.4.5 All vehicle damages incurred during training must be at no cost to the CAF.
- 2.4.6 The Contractor must provide a list of vehicles available for the first training course.

2.5 Mandatory Training Facility Requirements:

- 2.5.1 The Contractor must provide a classroom large enough to accommodate up to twenty (20) trainees and one (1) observer. The classroom must be free from the elements, and have proper ventilation. The classroom must have desks or tables, and chairs for up to twenty (20) trainees and one (1) observer, and must be equipped with at least one mounted teaching board, such as a white board, blackboard or smart board.
- 2.5.2 Buildings must have ablutions either within the same building or an adjacent building.
- 2.5.3 The training venue must either provide an onsite dining facility or be located within a fifteen (15) minute drive of suitable commercial facilities for trainees to access meals during training times. The facility must include parking and be able to feed up to twenty (20) students and one (1) instructor at once. The dining facilities must have designated eating areas, cooking and food preparation areas, dish cleaning area, and food storage areas. A microwave is sufficient for cooking. The classroom may double as the dining facility.
- 2.5.4 Access to driving facilities twelve (12) months of the year that will not freeze. The Contractor must provide access to the following tracks, both wet and dry, including asphalt, concrete, and dirt/rough road areas as and when requested:
 - 2.5.4.1 General track (asphalt, concrete, and dirt/rough road areas) large enough to allow trainees to achieve no less than 80% of the vehicle's capability during training;
 - 2.5.4.2 General track (asphalt or concrete, and dirt/rough road areas) able to allow double car driving on straight stretches and in corners; and
 - 2.5.4.3 Four-way intersections and side streets, actual or simulated through training aids;
 - 2.5.4.4 The contractor must provide obstacles and barriers to be used for vehicle avoidance to include:
 - a. At least two (2) Texas barriers (or the equivalent);
 - b. At least two (2) Jersey barriers (or the equivalent);
 - c. At least fifty (50) orange pylons (or the equivalent); and
 - d. At least ten (10) plastic barrels (or the equivalent).
- 2.5.5. Provide all emergency spill kits and training to provide immediate response as required; and
- 2.5.6 The contractor must provide communication equipment (Ultra High Frequency or Very High Frequency) in each training vehicle. Radios may be rented as required. Family Radio System is acceptable.

2.6 Constraints:

- 2.6.1 The training must be delivered in a North American location suitable for all driving conditions, free from snow and ice, on a year-round basis.
- 2.6.2 The training venue must be accessible by commercial means without undue delay to training time, maximum two (2) day travel by air from any Canadian International Airport.
- 2.6.2 The training venue must have a certified first aid and basic firefighting capabilities on site.
- 2.6.3 Commercial accommodation must be within a forty-five (45) minute drive of the training venue.
- 2.6.4 Emergency services response must be within a thirty (30) mile drive of the training venue.
- 2.6.5 All Basic Evasive Driver Training will be called up, on an as and when required basis, through the use of PWGSC 942 call-ups against the Standing Offer only.
- 2.6.6 Training may be for one course or multiple courses simultaneously, though this likelihood will be rare.

2.7 Contractor Responsibilities:

- 2.7.1 Instructors must provide a safety briefing to all trainees at the beginning of each training activity.
- 2.7.2 All courseware, reference materials and/or other applicable resources must be delivered in English. The primary language of instruction will be English. The Contractor must have the capability of instructing in English.
- 2.7.3 All driving safety equipment must be provided by the Contractor. The Contractor must provide sufficient driving safety equipment to facilitate the necessary training for up to twenty (20) trainees simultaneously.
- 2.7.4 The Contractor must be prepared to provide training at any time throughout the calendar year upon a minimum of 30 days of notice.
- 2.7.5 The Contractor must maintain the required insurance coverage for the duration of the Contract.

2.8 CAF Responsibilities

- 2.8.1 The CAF will ensure there will be at least one senior member such as the Technical Authority (TA), or a member of the trainees who will be assigned by the TA to provide liaison to the Contractor, for technical subject matters only. Technical subject matters may include:
 - a) Training practices and techniques of students by the Contractor;
 - b) Assessment practices of students by the Contractor; and
 - c) Student progress and achievement reporting.
- 2.8.2 The TA must not provide liaison for any contractual subject matters. Contractual subject

matters must be addressed with the Contracting authority directly.

- 2.8.3 All trainee operational equipment will be provided by the CAF. All operational equipment will be personal issue and carried by the trainee at all times during the training.
- 2.8.4 If required, French language assistance will be provided by CJOC.

3 Deliverables

3.1 The contractor must complete a student Progress and Achievement Report for each student and send to the CAF no later than five (5) business days after each course, in accordance with Section 2.3 of the SOW. Student Progress and Achievement Reports must be sent to the following address: (to be inserted at Contract Award).

APPENDIX A – STUDENT PROGRESS AND COMPLETION REPORT

Student Progress and Achievement Report Template:

BASIC EVASIVE DRIVING COURSE [CONTRACTOR NAME]				
Last Name:		Fire	st Initials:	
Course dates:				
Performance:	Pass	Fail	Comments	
PO 001 - Planning a Route				
PO 002 - Conducting Driving Preparation Checks				
PO 003 - Complete a Movement Plan from Starting Point to Finishing Point				

Example:

BASIC EVASIVE DRIVING COURSE [CONTRACTOR NAME]					
Last Name: Smith	Firs	st Initia	als: <i>I.M.</i>		
Course dates: 02 – 06 Oct 202	23				
Performance:	Pass	Fail	Comments		
PO 001 - Planning a Route	X				
PO 002 - Conducting Driving Preparation Checks	x				
PO 003 - Complete a Movement Plan from Starting Point to Finishing Point		X	Candidate was not able to demonstrate positive control of the vehicle while driving backwards.		

APPENDIX B – TRAINING MANŒUVRE STANDARDS	

Manoeuvre	Procedure	Measure for Individual Obstacle	Measure for Obstacles in a Route
Evading Manoeuvre	 (a) Accelerate to achieve 40-80% max vehicle capacity; (b) Maintain speed throughout; (c) Use steering to manipulate vehicle through the obstacle while keeping close line to the obstacle; 	 (a) speed between 40- 80% maximum vehicle capacity; (b) line of vehicle is close to curve; and (c) control of the vehicle is maintained through the obstacles without hitting the obstacle. 	Completing Manoeuvre without stopping or loosing control of the vehicle
Serpentine Manoeuvre	 (a) Accelerate to achieve 40-80% max vehicle capacity; (b) Maintain speed throughout; (c) Use steering to manipulate vehicle through the first obstacle while keeping close line to the obstacle; and (d) Continue to use this manoeuvre through following obstacles 	 (a) Accelerate to achieve 40-80% max vehicle capacity; (b) Maintain speed throughout; (c) Use steering to manipulate vehicle through the first obstacle while keeping close line to the obstacle; and (d) Continue to use this manoeuvre through following obstacles. 	Completing Manoeuvre without stopping or loosing control of the vehicle
Transition Manoeuvre	 (a) line of vehicle is close to curve within defined limits; (b) smooth steering is maintained; and (c) control of the vehicle is maintained through the obstacles without hitting the obstacle 	Completing Manoeuvre without stopping or loosing control of the vehicle	Completing Manoeuvre without stopping or loosing control of the vehicle
High Speed Curve Manoeuvre	 (a) Approach curve; (b) Move vehicle to outside limit of driving lane; (c) Move vehicle as close to the apex of the curve as possible; (d) Once you are past the apex of the curve move to the outside 	 (a) speed between 40- 80% maximum vehicle capacity; (b) line of vehicle is close to curve within defined limits; and (c) control of the vehicle is maintained through the manoeuvre 	Completing Manoeuvre without stopping or loosing control of the vehicle

	line it of the solid is a		۱ ۱
	limit of the driving		
	lane; (e) As exiting the curve		
	accelerate as		
	appropriate		
90 Degree Curve	(a) Approach the	(a) maintaining a speed of	Completing
Manoeuvre	Obstacle;	greater than 40-80% of	Manoeuvre without
manocuvic	(b) Complete a hard	maximum vehicle	stopping or loosing
	Break;	capability;	control of the
	(c) Turn using hand-	(b) completing hard break	vehicle
	over-hand method;	within m before the	Volliolo
	(d) Accelerate after	obstacle;	
	turning	(c) maintaining control of	
	5	the vehicle around the	
		obstacle without hitting	
		the obstacle;	
		(d) completing hand-over-	
		hand turn;	
		rapidly accelerating	
		after turn completed	
Small Curve	(a) Approach curve;	(a) speed between 40-80%	Completing
Manoeuvre	(b) Move vehicle to	maximum vehicle	Manoeuvre without
	outside limit of	capacity capacity;	stopping or loosing
	driving lane;	(b) line of vehicle is close	control of the vehicle
	(c) Move vehicle as	to curve, within defined	
	close to the apex of the curve as	limits; and (c) control of the vehicle is	
	possible;	(c) control of the vehicle is maintained through the	
	(d) Once you are past	obstacles without hitting	
	the apex of the	the obstacle	
	curve move to the		
	outside part of the		
	driving lane; and		
	(e) As exiting the curve		
	accelerate as		
	appropriate		
Control Breaking	(a) Hard break vehicle to	(a) using firm breaking,	Completing
	release energy of	control of the vehicle	Manoeuvre without
	vehicle while	without hitting the	stopping or loosing
	maintaining control of	obstacle;	control of the vehicle
	the vehicle (don't lock	(b) breaking as you turn,	
	wheels);	without locking the	
	(b) While maintaining foot	wheels; and	
	on the break use	(c) accelerating out of the	
	steering to move	obstacle	
	vehicle through the one or more turns;		
	(c) Once through turn		
	accelerate.		
L		1	I
Driving in	(a) There is no option of	Completing Manoeuvre	Completing
Reverse	going forward;	without stopping (once in	Manoeuvre without

	(h)	Hit brakes to stap the	roverse) or locaing control	stopping (once in
	(b)	Hit brakes to stop the vehicle:	reverse) or loosing control of the vehicle	stopping (once in reverse) or loosing
	(c)	Put transmission in		control of the vehicle
	(0)	reverse;		
	(d)	Hold steering firmly		
	` '	(with minimal		
		movement until		
		required to turn);		
	(e)	Accelerate while		
		using mirrors or turn		
		head to see where		
		you are going;		
	(f)	As far as possible		
		from threat or		
		obstacle.		
Completing a	(a)	There is no option of	Completing Manoeuvre	Completing
reverse two point		going forward;	without stopping (once in	Manoeuvre without
turn	(b)	Apply brakes hard to	reverse) or loosing control of	stopping (once in
		stop the vehicle;	the vehicle	reverse) or loosing
	(c)	Put transmission in		control of the vehicle
	(-1)	reverse;		
	(d)	Hold steering firmly		
		(with minimal		
		movement until required to turn);		
	(e)	Accelerate while		
	(6)	using mirrors or		
		turning head to see		
		where you are going;		
	(f)	As far as possible		
	(.)	from threat or		
		obstacle, locate		
		space where you can		
		make turn;		
	(g)	Move vehicle into		
		space by turning		
		vehicle so front		
		wheels can go		
		forward;		
	(h)	Stop vehicle; and		
	(i)	Put transmission in		
		drive and accelerate		
Pamming			Completing Manaeuvre	Completing

Ramming	Completing Manoeuvre Completing			
_	without stopping or loosing	Manoeuvre without		
	control of the vehicle	stopping or loosing		
		control of the vehicle		

APPENDIX C - PERFORMANCE OBJECTIVES (POs)

PO 001 - Performance: Prepare Movement Plan

- 1. Conditions:
 - a. Given:
 - (1) Vehicle to be used while employed;
 - (2) Intelligence/Situation brief;
 - (3) Origin and destination;
 - (4) Planned halts;
 - (5) Maps;
 - (6) Initiation event or order;
 - (7) Previous routes used; and
 - (8) Local traffic regulations.
 - b. Denied: Assistance.
 - c. Environmental: Full range of driving conditions and weather conditions.
- 2. Standard: The Basic Evasive Driver shall plan a route by:
 - a. Completing Quick Map Recce to include an evaluation of:
 - (1) Point of origin;
 - (2) Point of destination; and
 - (3) Possible critical points or areas.
 - b. Completing Quick Time Estimate to include evaluation of:
 - (1) Total Distance;
 - (2) Estimated average speed;
 - (3) Departure time; and
 - (4) Arrival time.
 - c. Receive Intelligence/ Situation Briefing to include:
 - (1) Rules of Engagement (ROE);
 - (2) Standard Operating Procedures (SOPs);
 - (3) Weather;
 - (4) Threat Assessment to include:
 - (a) known threats;
 - (b) potential threats; and
 - (5) Additional Constraints as appropriate.
 - d. Formulate the Main and Alternate Routes by:
 - (1) Assessing information by:
 - (a) Completing a threat assessment considering:
 - i) Known and potential threats;
 - ii) Obstacles to include:
 - aa. Natural obstacles;
 - bb. Urban obstacles;
 - cc. Temporary obstacles;
 - dd. Permanent obstacles;
 - ee. Route choke points;
 - ff. DEFILE (narrow valley between 2 large natural features);

- gg. Traffic choke points;
- (b) Completing a route assessment considering:
 - i) Time of day;
 - ii) Safe harbours and hides;
 - iii) Planned halts;
 - iv) Area of Operations (AO);
 - v) Type of vehicle;
 - vi) Speed and time constraints;
 - vii) Main Supply Route (MSR) and proven routes;
- (2) Select Main and Alternate Route.
- e. Complete Detailed Time Estimate to include:
 - (1) Start time;
 - (2) Departure time;
 - (3) Halt times;
 - (4) Other timings; and
 - (5) Arrival time.
- f. Finalize Movement Plan to include:
 - (1) Main Route;
 - (2) Alternate Route;
 - (3) Communications plan;
 - (4) Electronic Counter Measures Plan (if applicable);
 - (5) Actions On;
 - (6) Halts IAW SOP's;
 - (7) Points of no return (PONR);
 - (8) Given timings; and
 - (9) Established Rally and Rendezvous (RV) points.
- 3. Remarks:
 - a. The Intelligence/Situation Briefing may be formal or informal. It is important that if a formal brief is not provided, the Evasive Driver should seek to obtain all available and relevant information.

PO 002 - Performance: Complete Pre-Trip Preparation

- 1. Conditions:
 - a. Given:
 - (1) Vehicle to be used while employed;
 - (2) Movement Plan;
 - (3) Personal Protective Equipment (PPE);
 - (4) Area of Operations (AO);
 - (5) Threats and/or obstacles;
 - (6) Daily Inspection Sheet;
 - (7) Inspection Equipment;
 - (8) Petroleum, Oil, Lubricant (POL);
 - (9) Vehicle Equipment List;
 - (10) Equipment Issue Scale (EIS);
 - (11) Emergency Equipment;
 - (12) Maps;
 - (13) Tactics, Techniques and Procedures (TTPs) for operating in the AO;
 - (14) Torque wrench; and
 - (15) Communication Suite (radios, telephones, etc.).
 - b. Denied: Assistance.
 - c. Environmental: Full range of driving conditions.
- 2. Standard: The Basic Evasive Driver shall prepare for departure by:
 - a. Preparing the vehicle by;

(2)

- (1) Carrying out Daily Inspection (DI) of Vehicle:
 - (a) Complete the standard DI Checklist;
 - (b) Inspect Electronic Instrumentation System (EIS);
 - (c) Torque Wheel Lug Nuts within manufacture's specifications;
 - (d) Tow strap/bar;
 - (e) Inspect Emergency Equipment to ensure serviceability; and
 - (f) Prove Communications Suite.
 - Inspecting for Explosive Device (ED);
- (3) Confirming map inventory; and
- (4) Establishing communications with control staff.
- b. Preparing individual driver by:
 - (1) Inspecting PPE;
 - (2) Donning PPE; and
 - (3) Confirming individual readiness.
- c. Briefing Passengers on Movement Plan to include (as minimum):
 - (1) Situation;
 - (2) Mission;
 - (3) Communications;
 - (4) Roles/Responsibilities of Passengers;
 - (5) Main and Alternate Routes
 - (6) Planned Halts;
 - (7) Rally/RV Points;
 - (8) Established PONR; and
 - (9) Actions-on Drills.

- d. Coordinating Activities for move by:
 - (1) Establishing communications.
 - (2) Establishing electronic counter-measures (if applicable);
 - (3) Review/conduct Rehearsals of actions on Drills:
 - (a) Actions on Contact
 - (b) Held Up Drills

3. Remarks :

- a. Proving Communications Suite means that it is both serviceable and functioning.
- b. Establishing external communications means that you have been accepted on a radio net as a call sign, if available or appropriate.
- c. Establishing internal communications means ensure that all vehicles are on the convoy internal net.
- d. Inspection Equipment may include: Mirror, flashlight, Torque Wrench etc.

PO 003 - Performance: Execute the Movement Plan

- 1. Conditions:
 - a) Given:
 - (1) Vehicle to be used while employed;
 - (2) Movement Plan;
 - (3) PPE;
 - (4) Area of Operations (AO) (i.e. racetrack with a start point and destination);
 - (5) Maximum capabilities of vehicle (i.e. a serviceable vehicle that can perform to the standards outlined in Annex A); andThreats, Potential situation; and/or obstacles.
 - b) Denied: Supervision.
 - c) Environmental: Full range of driving conditions.
- 2. Standard: Driving a vehicle, the Basic Evasive Driver upon situation or threat recognition shall execute the Movement Plan by:
 - a) Assessing the situation;
 - b) Rapidly determining alternate COAs;
 - c) Selecting a Course of Action (COA) that enables him/her to effectively:
 - (1) React to the Dangerous situation;
 - (2) Navigate the route;
 - (3) Navigate Obstacles;
 - (4) Drive in various conditions; and
 - (5) Complete appropriate Actions On Drills;
 - d) Implementing the selected COA while maintaining control of the vehicle at all times, even when operating the vehicle beyond normal vehicle limits
 - e) Adjusting the route to complete the movement plan; and
 - f) Arriving at the destination.
- 3. Remarks:
 - a) Basic Evasive Driver will be expected to react to a minimum of four situations or threats while driving to the destination outlined in the movement plan.
 - b) The requirement to adjust to various traffic conditions is included to increase the driver's awareness that there are restrictions to possible courses of action other than vehicle performance limits. Drivers should continually be assessing the tactical situation and adjusting their position in traffic to maintain maximum flexibility.
 - c) Responding to dangerous situations as a convoy should include immediate reaction to:
 - (1) Ambush;
 - (2) Indirect fire;
 - (3) Direct fire;
 - (4) Road Block;
 - (5) Check Points and Toll Booths;
 - (6) Vehicle Breakdown;

- (7) Vehicle Collision;
- (8) Crowds to include:
 - a) Non-aggressive; and
 - b) Aggressive.
- d) Obstacles must include:
 - (1) Texas and jersey barriers;
 - (2) Check Points and Toll Booths;
 - (3) Road Block
 - (4) Construction Zones;
 - (5) Intersections;
 - (6) Traffic Circles; and
 - (7) Bridges and Tunnels:
 - (a) Single Lane
 - (b) Bi-Directional
 - (c) Multiple Lane
 - (d) Multiple Lane Bi-Directional

ANNEX B - BASIS OF PAYMENT

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

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

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

	Initial Standing Offer Period from (Date of Contract Award to 31 March 2027)					
	Training Course Unit of Issue					
1	Basic Evasive Driver Course					
1.1	 Basic Evasive Driver Course training course, five days with up to 20 trainees Safety briefings Courseware and classroom 	per student	\$			
2	Cancellation Fees					
2.1	Cancellation of all Basic Evasive Driver Course with 7 days' notice or less, prior to training start date. Note: All cancellations with more than 7 days' notice of training start date will be at no cost to Canada.	per student	\$			
Subto	Subtotal					
3	Taxes					
3.1	Applicable taxes	%	\$			
Total	Evaluated Price for the Initial Standing Offer Period		\$			

Option Period 1 – 1 April 2027 to 31 March 2028

	Training Course	Unit of Issue	Unit Cost (tax Excluded)
1	Basic Evasive Driver Course		
1.1	 Basic Evasive Driver Course training course, five days with up to 20 trainees Safety briefings Courseware and classroom 	per student	\$
2	Cancellation Fees		
2.1	Cancellation of all Basic Evasive Driver Course with 7 days' notice or less, prior to training start date. Note: All cancellations with more than 7 days' notice of training start date will be at no cost to Canada.	per student	\$
Subto	tal	I	\$
3	Taxes		
3.1	Applicable taxes	%	\$
Total	Evaluated Price for the Standing Offer Option Period 1		\$

Option Period 2 – 1 April 2028 to 31 March 2029

	Training Course	Unit of Issue	Unit Cost (tax Excluded)
1	Basic Evasive Driver Course		
1.1	 Basic Evasive Driver Course training course, five days with up to 20 trainees Safety briefings Courseware and classroom 	per student	\$
2	Cancellation Fees		
2.1	Cancellation of all Basic Evasive Driver Course with 7 days' notice or less, prior to training start date. Note: All cancellations with more than 7 days' notice of training start date will be at no cost to Canada.	per student	\$
Subto	tal	I	\$
3	Taxes		*
3.1	Applicable taxes	%	\$
Total	Evaluated Price for the Standing Offer Option Period 2		\$

Total cost of Basis of payment (including all options): \$_____

ANNEX C-INSURANCE

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavor to provide the Standing Offer Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Standing Offer Authority. Canada reserves the right to co- defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX D to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- () Direct Deposit (Domestic and International); and
- () Wire Transfer (International Only)

ANNEX E to PART 5 OF THE REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer 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 an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

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

Complete both A and B.

- A. Check only one of the following:
- () A1. The Offeror certifies having no work force in Canada.
- () A2. The Offeror certifies being a public sector employer.
- () A3. The Offeror certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - () A5.1 The Offeror certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Offeror certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, 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 Offeror is not a Joint Venture.

OR

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

ANNEX F - PWGSC-TPSGC 924

Link to 942 form - PWGSC 942

		Clear Data	Effacer l'inform	ation			
*	Public Works and Governm Services Canada	ment Travaux publics et Services gouvernementaux Canada				a Standing	Offer à commandes
Ship to - Expédier à		Consignee Code Code destinataire	To the supplie are required to s on the pricing ba	r: The st upply the	anding offer id e goods or sen d and in accor	entified below is ad vices, or both, show dance with the oth	ccepted as follows: You wn below at the prices or er conditions stated in ed in the standing offer
		Postal Code Code postal	will be supplied in the cal				of in the standing oner
			Au fournisseu les modalités su	r: L'offre ivantes :	à commandes Vous devez fo	indiquée ci-desso ournir les biens ou l	us est acceptée selon les services, ou les deux.
Supplier	- Fournisseur	Procurement Business No. (PBN) Numéro d'entreprise - approvisionnements (NEA)	indiqués ci-dess conformément a Seuls les biens o seront fournis da Security: The call	ous selo vec les a ou les se ins la co -up inclu ande cor	n les prix ou la autres conditior rvices, ou les o mmande subso des security pro nprend des exig	base de tarificatio ns stipulées dans l' deux, inclus dans l' équente à l'offre à	n établie, et offre à commandes. offre à commandes commandes. e sécurité.
			NON			, joindre une LVERS	
Invoices	must be sent in accordance with - L The detailed instructions in the s	es factures doivent être envoyées selon :	dress shown in the "	Chin to" h	lock	Special instruc	tions helow
	Les instructions détaillées dans l		se indiquée dans la				s particulières ci-dessous
	ipment must be accompanied by a low the following reference numbers	packing or delivery slip. All invoices, bills s.	of lading and packin	g slips	Financial Code(s) - Code financier(s)	
Chaque connais	expédition doit être accompagnée sements et bordereaux d'emballage	d'un bordereau d'emballage ou de livrais e doivent tous porter les numéros de réfé	on. Les factures, rence suivants.				
	g Offer No Nº de l'offre à command						
Le repr	The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui determinera, le cas échéant, le lieu d'approvisionnement pour cette commande.						
		revious Value (\$) aleur précédente (\$)	Value of increase o Valeur de l'augmer				expenditures or revised ses estimatives ou révisées
Item No. Nº de l'article		TO Stock No. / Item Description clature de l'OTAN / Description de l'article	1	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

ANNEX G – PERIODIC USAGE REORT

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

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

Data required:

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

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

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