



RETOURNER LES SOUMISSIONS À / RETURN BID TO :

Att : Joanne Légaré
Courriel : CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca

Demande de proposition à :

Att : Joanne Légaré
BSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca

l'Agence des services frontaliers du Canada (ASFC)

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

Request for Proposal to:

Canada Border Services Agency (CBSA)

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

Commentaires – Comments :

Bureau de distribution - Issuing Office

ASFC / CBSA
355 Ch. North River Road, 17^e - 17th Floor
Ottawa ON K1A 0L8

Sujet - Title:	
DZ Licensing Course	
N° de l'invitation - Solicitation No.	Date:
1000507817	2024-07-25

L'invitation prend fin - Solicitation Closes	Fuseau horaire - Time Zone
À / at: 14h00 pm (hours/heures)	<input type="checkbox"/> HNE (heure normale de l'Est) / EST (Eastern Standard Time)
Le / on: 2024-08-30	<input checked="" type="checkbox"/> HAE (heure avancée de l'Est) / EDT (Eastern Daylight Saving Time)

F.A.B. - F.O.B.
Plant-Usine: **Destination:** **Autre - other:**
 Adresser toutes questions à / Address Enquiries to:
 COURRIEL / EMAIL: CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca
 Attn : Joanne.legare@cbsa-asfc.gc.ca

Destination des biens et ou services : Destination of Goods and or Services: FOB
--

Instructions: Voir aux présentes - See Herein

Livraison exigée - Delivery Required	Livraison proposée - Delivery Offered
voir aux présentes - See herein	
Raison sociale et adresse du fournisseur/de l'entrepreneur: Vendor/Firm Name and Address :	
No de téléphone - Telephone No.:	Email Adress.:

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) - Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Debriefings

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

1.4 Trade Agreement

The requirement is subject to the following Trade Agreements;

Canada-Chile Free Trade Agreement (CCFTA);
Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);
Canada-European Union Comprehensive Economic and Trade Agreement (CETA);
Canada-Colombia Free Trade Agreement ;
Canada-Panama Free Trade Agreement ;
Canada-Korea Free Trade Agreement (CCFTA) ;
Canada-Peru Free Trade Agreement;
Canada-Ukraine Free Trade Agreement;
Canada-United Kingdom Trade Continuity Agreement ;
World Trade Organization - Agreement on Government Procurement (WTO-GPA);
Canada-Honduras Free Trade Agreement ;
Canadian Free Trade Agreement (CFTA).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003 \(2023-06-08\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted to the Contracting Authority identified in the bid solicitation and at 6.5.1 Contracting Authority **by 2pm, Friday 30, 2024.**

2.2.1 Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than three **(3)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.3 Former Public Servant

Bidders must submit the certifications and additional information required under **Attachment 1 to part 5** (Former public servants certifications).

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their



choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

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

2.6 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

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

3.1.1 Submission Format

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

Electronic copies will be accepted in one of the electronic formats

- Portable Document Format. Pdf
 - Microsoft Word 91/2000 (.doc)
 - Microsoft Excel (.xls)
- i. Use a numbering system that corresponds to the solicitation;
 - ii. include a title page at the beginning of each volume of the submission that includes title, date, solicitation number, name and the address of the tenderer and the contact details of its representative; and
 - iii. Include a table of contents.

Section I: Technical Bid

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

- a) In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- b) The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- c) The technical submission must justify the compliance of the bidder and its products and services with the specific requirements of **Attachment 1 to Part 4 - Mandatory Technical Criteria**, which is the format requested to provide the justification. The justification must not simply be a repetition of the requirements, but must explain and demonstrate how the bidder will meet the requirements and perform the required work. Simply stating that the tenderer or the solution or product it proposes is compliant is not sufficient. If Canada determines that the rationale is not complete, the bidder will be considered non-compliant and disqualified. The justification may refer to additional documents submitted with the submission - this information may be referenced in the "Bidder's response"



column **Attachment 1 to Part 4 - Mandatory Technical Criteria**, where bidders are asked to indicate where in the submission the reference material can be found, including the title of the document and the page and paragraph numbers; where the reference is not sufficiently specific, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in **Attachment 1 of Part 3 (Pricing schedule)**. The total amount of Applicable Taxes should be shown separately.

Section III: Certifications

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

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

- (a) their legal name;
- (b) their Procurement Business Number (PBN);
- (c) the name of the contact person (provide also this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;



ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted firm all inclusive price (in Cdn\$) taxes excluded, FOB destination for goods, Customs duties and Excise taxes included.

A – Period of Contract

During the period of the contract, the Contractor will be remunerated on a monthly basis with the methodology below for services rendered in accordance with the Statement of Work.

Prices must include all costs, associated with providing the Services in accordance with the Statement of Work in **Annex “A”** Applicable taxes are extra and are to be shown as a separate item on any resulting invoice.

PRICING SCHEDULE

All Inclusive Firm Pricing – Canadian (CDN) Funds - (on an as requested basis)

Contract Award to September 30, 2025

Item	Description	Est. Qty.	Unit of Issue	Firm Price
1.	Collision Avoidance Training Course October 1st 2024 to September 30, 2025	1	Each	

B – Optional extension of contract

Under reserve of Contract extension, the Contractor will be remunerated on a monthly basis with the methodology below for services rendered in accordance with the Statement of Work.

Option Year 1

Item	Description	Est. Qty.	Unit of Issue	Firm Price
2.	Collision Avoidance Training Course October 1st 2025 to September 30, 2026	1	Each	

Option Year 2

Item	Description	Est. Qty.	Unit of Issue	Firm Price
3.	Collision Avoidance Training Course October 1st 2026 to September 30, 2027	1	Each	



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria

- i. The Bidder must comply with and meet all technical requirements and all terms and conditions specified in this bid solicitation.
- ii. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- iii. The mandatory technical criteria are described in **Attachment 1 to Part 4, Evaluation Criteria**.
- iv. Bidders are required to complete and submit with their technical proposal **Attachment 1 to Part 4- Mandatory Technical Criteria** in order to be evaluated. The format of the table should be similar to the format shown herein.
- v. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in **Attachment 1 to Part 4- Mandatory Technical Criteria**.

4.2.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.3 Basis of Selection

SACC Manual Clause [A0031T](#) (2010-08-19) Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 - MANDATORY TECHNICAL CRITERIA

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirement will render the Bidder's proposal **non-compliant and will not be given further consideration**. The treatment of mandatory requirement in any procurement process is absolute. Each mandatory technical criterial should be addressed separately.

The Bidder **must** demonstrate compliance with each mandatory requirement listed below using project descriptions. **The project description must include the following:**

- a. **The name of the client organization;**
- b. **The name of the client, title and phone number;**
- c. **Description of project;**
- d. **List of tasks performed by the resource, and**
- e. **The start and end date of the work.**

Mandatory requirements	Mandatory Technical Criteria	Demonstrative Compliance	Meet –Not Meet
M1	The Bidder must provide certified vehicles for training, including all material /supplies to ensure vehicles are in good condition (i.e. fuel, oil etc.).	Bidder must provide a list of certified vehicles that fall within the specification of a D class license with a Z endorsement.	
M2	The Bidder must provide a facility in the Windsor, Samia and Niagara areas dependent on need.	Bidder to provide course location/address of each site.	
M3	The Bidder must provide a two consecutive day Air Brake Endorsement training and certification and a classroom theory portion which includes; legal aspects, pre-trip inspections, defensive driving techniques, logbook requirements, vehicle use policy and accident reporting. In addition, a minimum of ten hours of practical driving training as well as a road test.	Syllabus or Curriculum must be provided to reflect course components and how each candidate is assessed.	
M4	The Bidder must provide a hands-on driving component with a focus on D licensing and Z Air Brake Endorsement. This component must include practical in-vehicle training and a final road test to assess each Officer to measure and grade the learning and performance of the practical aspects of the course.	Syllabus or Curriculum must be provided to reflect course component.	
M5	The Bidder must provide an Instructor with a valid Driver License and Instructor certification with the Ministry of Transportation or certified under a law enforcement driving course.	Bidder to provide list of certified trainers and copy of valid certificate.	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

Bidders must submit the Integrity Form required in **Annex D** with their Bid.



5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.



ATTACHMENT 1 TO PART 5 - FORMER PUBLIC SERVANTS CERTIFICATIONS

FORMER PUBLIC SERVANT

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:



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

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

Signature

Name in printed letter

Date



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must provide the items detailed under the "Statement of Work" at Annex "A".

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of award to September 30, 2025 inclusive.

6.4.2 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 period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) 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.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is: Name:

Joanne Légaré

Title: Procurement Officer Senior

Canada Border Services Agency

Acquisitions Branch

Directorate: Procurement Division, Operations (Ops)

Adresse : 355 North River, Ontario

Téléphone : 343-551-8757

Courriel : joanne.legare@cbsa-asfc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

(will be inserted at contract award)

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

6.5.3 Contractor's Representative

(will be inserted at contract award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

Bidders must submit the certifications and additional information required.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award.

If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.



6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified "in **Annex B**" for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

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

6.7.2 Method of Payment – Monthly

SACC Manual Clause [H1008C](#) – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

6.8 Invoicing Instructions

The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location:

All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.



IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 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 Agreement;
- (b) **2010C** (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance requirements
- (f) the Contractor's bid dated _____(insert date of bid)



6.12 Dispute Resolution

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

6.13 Contract Recourse Mechanisms

A potential supplier that has concerns regarding a federal procurement process is encouraged to first contact the government institution that issued the Contract. The fact that an objection is first directed to a government institution does not prevent a potential supplier from seeking recourse elsewhere. Should a Supplier wish to seek recourse outside of the issuing government institution, please refer to the Recourse Mechanisms page on the Buyandsell.gc.ca website and the clause below.



ANNEX "A"

STATEMENT OF WORK

1. TITLE

Automatic Transmission D Licensing and Z Airbrake Endorsement Training

2. INTRODUCTION

The Canada Border Services Agency (CBSA) requires Automatic Transmission D Licensing and Z Airbrake Endorsement Training (DZ Training) and certification for the HCV-M drivers.

3. OBJECTIVE

The Canada Border Services Agency (CBSA) Southern Ontario Region (SOR) Campus is looking to enter into a contract with a Sarnia based DZ Licensing service provider, to deliver DZ Training to Border Services Officers (BSOs) at the Blue Water Bridge in Sarnia, Ontario.

4. BACKGROUND

The CBSA mandates that BSOs driving the VACIS and HCV-M trucks in Ontario obtain their DZ driver's licenses. The Mobile VACIS weighs 15,000kg and the HCV-M truck weighs 25,000kg which is over the 14,000kg requirement for use with a G license.

5. TASK

The Contractor must deliver and provide as follow:

- Provide Two (2) day Air Brake Endorsement training and certification at the location of the Contractor;
- Provide and complete all training requirement within 2-3 days. Training to be scheduled upon agreement from contractor and Project Authority;
- Provide and supply all hands-on and in-class course materials required by the Officers including but not limited to the certified and safe vehicles for the practical and in- car component, fuel for the vehicles, vehicle insurance, training supplies and trainers/instructors;
- Provide hands-on and in-class attendance records, marks and pass/fail status for each CBSA Officer to the Project Authority;
- Provide a formal training assessment to each Officer
- Provide the period from receipt of registration to the initial Drive Test appointment
- Provide classroom instruction for the registered participants at the location.

A Classroom Theory portion which would include;



-
- Legal aspects
 - Pre-Trip Inspections
 - Defensive Driving Techniques
 - Logbook Requirements
 - Vehicle Use Policy and Accident Reporting
- A Minimum of ten (10) hours practical driving training in a vehicle provided by the contractor including road test;
- An automatic transmission DZ vehicle provided for road testing;
 - Contractor will include one (1) retest per unsuccessful participant;
 - Provide the course details to the Project Authority by a minimum of 3 weeks prior to the start date of the course;

Course details must include the following;

- Course dates; TBD based on needs;
- Course times;
- Course location: within Sarnia and Niagara areas dependent on need
- Pre-course activities;
- Materials required by the Officer (if applicable); and
- Name(s) of trainer(s).

6. CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible to have a facility that includes:

- Washrooms, access to potable water, lunch room and includes a classroom for the in-class theory sessions that;
- Has adequate seating for everyone;
- Provides all necessary teaching equipment including LCD screens and/or projectors as applicable;
- Must provide onsite parking for the participants;
- Instructors must have valid Driver License and Instructor certification with the Ministry of Transportation or certified under a law enforcement driving course with experience in teaching driving;
- Must provide vehicles, classroom, facilities;
- The contractor should ensure the training facility and vehicles are properly cleaned and maintained throughout the duration of the course;
- Contractor will be responsible for booking the participants Drive Test appointments.

7. CONSTRAINTS

- Only vehicles with automatic transmission are to be used for the training and testing;
- All instructors must be in good standing with applicable Ontario laws and regulations as they apply to Motor Vehicle instructions;

8. CBSA RESPONSIBILITIES

- Coordinate with the Contractor for course dates through virtual meetings, emails and/or phone calls;
- Provide a list of Officer names and email contacts to the Contractor;
- Provide a point of contact in the event of emergencies;
- CBSA will ensure all valid participants have all required prerequisites;



-
- CBSA will identify the BSO's requiring DZ training and provide the registration form to the Contractor.

9. WORK SITE

At the contractor's premises

10. LOCATION OF WORK

Training delivery to be conducted in three (3) areas : Samia, Windsor and Niagara Ontario.

11. LANGUAGE OF WORK

The Contractor must be able to perform the entirety of tasks outlined in Section 5 in both official languages.



ANNEX "B" Basis of Payment

To be inserted at contract award



ANNEX "C"

COMMERCIAL GENERAL LIABILITY 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Ontario, send to:

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



Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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



ANNEX “D”

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [*Ineligibility and Suspension Policy*](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder’s or Offeror’s organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier’s Legal Name:		
Organizational Structure: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
Supplier’s Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier’s Procurement Business Number (optional):		

List of Names

Name	Title



Declaration

I, _____, **(name)**

_____, **(position)** of

_____, **(supplier's name)** declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature: _____

Date: _____