

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Title - Sujet RALLY DRIVER TRAINING	
Solicitation No. - N° de l'invitation W6399-13EA96/B	Date 2013-09-30
Client Reference No. - N° de référence du client W6399-13EA96	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-124-26441	
File No. - N° de dossier 124zh.W6399-13EA96	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-13	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bouchard, Suzy	Buyer Id - Id de l'acheteur 124zh
Telephone No. - N° de téléphone (819) 956-1666 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Training and Specialized Services Division/Division de la
formation et des services spécialisés
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

BID SOLICITATION FOR RALLY DRIVER TRAINING

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Insurance Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Registration Form - Task Authorization (TA), Insurance Requirements, Non-disclosure Agreement, Sample Quarterly Usage Reports and Facility Assessment Visit Checklist.

2. Summary

- a) Public Works and Government Services Canada (PWGSC), on behalf of Department of National Defence (DND), has a requirement for Rally Driver Training. The bidder must provide rally driver training at DND's facilities and at the Contractor's facility on an "as and when requested" basis. The bidder must provide training courses with instructors, facilities, driving tracks, rally vehicles and safety equipment to participants. The participants are DND personnel.
- b) This requirement contains 2 streams: Stream 1 - contains a monthly minimum temperature requirement (training can be provided all year) and Stream 2 is not limited by the temperature (training can be provided from May 1st to October 31st). The intent is to award up to two contracts, one per stream.
- c) The contract period will be for 2 years with the irrevocable option to extend the contract by 2 periods of one-year each.
- d) There is no security requirement associated with this requirement.
- e) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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 (2013-06-01) 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: sixty (60) days

Insert: One hundred twenty (120) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC), Bid Receiving Unit by the date and time on page 1 of the Bid Solicitation to the following address:

Department of Public Works and Government Services Canada
Bid Receiving Unit
Portage III, 0A1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Due to the nature of the Bid Solicitation, transmission of bids by facsimile and e-mail to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies); and
Section II: Financial Bid (1 hard copy); and
Section III & IV: Certifications and Additional Information (1 hard copy).

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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

Bidders cannot submit a bid on more than one stream specified in the Statement of Work. However, responsive bids for stream 1 are automatically responsive for stream 2.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders should:

- a) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

- a) Bidders must complete their technical bid by using the PDF fillable form in Attachment 1 to Part 3 - Technical Bid.
- b) Bidders should complete the interactive form electronically before printing the document for submission.
- c) Part 4, Evaluation Procedures, contains additional instructions that bidders must consider when preparing their technical bid.

Section II: Financial Bid

-
- (a) Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 2 to Part 3 - Pricing Schedule;
 - (b) The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.
 - (c) When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.

Section III & IV: Certifications and Additional Information

In Section III & IV of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

- a) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 3 to Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form should be signed.

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ATTACHMENT 1 TO PART 3 Technical Bid

See attached PDF fillable Form - Attachment 1 to part 3 - technical bid.pdf

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ATTACHMENT 2 TO PART 3 Pricing Schedule

See attached Excel™ Workbook - Attachment 2 to part 3 - pricing schedule.xls

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ATTACHMENT 3 TO PART 3

Certifications and Additional Information

See attached PDF fillable Form - Attachment 3 to part 3 - certifications.pdf

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4 and Technical Bid.

The bidder must meet MT1 to MT8, if they are submitting a bid for Stream 1.
The bidder must meet MT1 to MT7, if they are submitting a bid for Stream 2.

Responsive bids for Stream 1 are automatically responsive for Stream 2.

1.2 Financial Evaluation

- (a) For bid evaluation and bidder selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3.
- (b) The volumetric data included in the Pricing Schedule detailed in Attachment 2 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- (c) The responsive bids will be ranked in ascending order of evaluated prices; the responsive bids with the lowest evaluated price being ranked first. Up to 2 bids will be selected for the next steps: Optional Bidder's Facility Assessment Visit and Validation of Rally Vehicles Inventory. The bids will be selected by using the following process:

For Stream 1: The responsive bid under Stream 1 with the lowest evaluated price.

For Stream 2: The responsive bid under Stream 1 and Stream 2 with the lowest evaluated price

If the Lowest evaluated price for Stream 1 and Stream 2 is from the same bid, only one bid will be selected for the next steps.

1.3 Optional Bidder's Facility Assessment Visit

- (a) It is within Canada's sole discretion to determine if a Facility Assessment Visit (FAV) is required to validate the technical bid and any or all of the criteria contained in the Statement of Work. If Canada determines that a FAV is required, Canada may visit any or all facilities proposed in the top-ranked bid (identified after financial evaluation) to confirm both that it is as described in the bid and that it meets the technical requirements described in the Statement of Work and in the Attachment 1 to Part 4. Canada will use the Facility Assessment Visit Checklist in Annex G to perform the FAV. Canada reserves the right to add, to the checklist in Annex G, any requirements contained in the Statement of Work. Canada will pay its own costs associated with any FAV.
- (b) The Contracting Authority will give the bidder a minimum of 5 working days' notice prior to a FAV. Canada will then visit the facility and perform the assessment. Up to 2 representatives of the bidder should participate in the visit. The FAV should be completed within 1 working day.

- (c) The bidder grants to Canada for the purpose of the FAV, the right to access all sites and facilities included in the bid of the bidder.
- (d) Canada will document the results of the FAV. If Canada determines that the facility does not meet any of the mandatory technical criterion of the Bid solicitation, the bid will fail the FAV and the bid will be declared non-responsive. In that case, Canada will determine if a FAV is required for the next ranked bid.

1.4 Validation of Rally Vehicles Inventory

- a) The bidder must meet the Rally Vehicles requirement as detailed in sub-article 3.4 of the Statement of Work (SOW) before issuance of a contract. Canada will validate that the top-ranked bids of stream 1 and stream 2 (identified after financial evaluation) possess all the required Rally Vehicles inventory.
- b) The Contacting Authority will notify the bidder by e-mail of the requirement to validate the Bidder's Rally Vehicles Inventory. Upon such notification, the bidder will be given a maximum of 10 working days to provide documentation that will demonstrate that the Rally Vehicles inventory requirement is met.
- c) In order to demonstrate compliance with the requirement, the bidder must provide a list with a description and pictures of their inventory of Rally Vehicles that satisfy the requirement. The bidder must also provide a proof that they own the vehicles.
- d) Canada will document the results of the validation. If Canada determines that the bid does not meet the requirement, the bid will be declared non-responsive. In that case, Canada will validate the next ranked bid until an bidder meets the requirement.

2. Basis of Selection - Lowest Evaluated Price

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory evaluation criteria;
- (c) meet all the requirement of the Optional Bidder's Facility Assessment Visit, if requested;
- (d) meet all the requirement of the validation of the Rally Vehicles inventory;

Bidders not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for contract award. Up to 2 bids will be recommended for contract award (one for each stream).

ATTACHMENT 1 TO PART 4 MANDATORY TECHNICAL CRITERIA

The technical bid must meet the mandatory technical criteria specified in table below.

Bidders must complete their technical bid by using the PDF fillable form provided in Attachment 1 to Part 3.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive.

Stream 1: Bid must meet MT1 to MT8

Stream 2: Bid must meet MT1 to MT7

MANDATORY TECHNICAL CRITERIA	
MT1	<p>The bidder must hold a valid affiliation or designated recognition with Canadian Association of Rallysport (CARS) or Rally America.</p> <p>Canada may contact CARS or Rally America during the technical evaluation for validation purpose.</p>
MT2	<p>The bidder must have and propose at least 5 rally driver instructors who each have a minimum of 3 year of racing experience.</p> <p>For the purpose of this criterion one year of experience means that the instructor has participated on at least 1 race sanctioned by Rally America or CARS during a 12 months period.</p> <p>The instructors must be an unrestricted driver and must hold a valid state or provincial automobile driver's license.</p>
MT3	<p>The bidder must have a track with a minimum of a 4 km (2.5 mile) loop made up of all the following terrains:</p> <ul style="list-style-type: none"> (a) Wooded and rugged; (b) Gravel road; (c) Rough or loose dirt road; (d) Pavement; and (e) Tarmac. <p>AND</p> <p>Ability for high speed transitions between each of the 5 different track terrains above.</p> <p><i>*High speed is defined as over 60 km/h (37.5 mph) transitioning between the different types of track terrains so that the participant has to adjust accordingly for the different terrain types when transitioning from one to the other.</i></p>
MT4	<p>The bidder must have a facility with all of the following variety of track specifications:</p> <ul style="list-style-type: none"> (a) Blind corners and crests; (b) On and off camber turns and junctions; (c) Different types and combinations of corners; (d) Decreasing and increasing radius corners; (e) Articulations; (f) Side slopes;

	(g) Ascents and descents; and (h) Ditches and logs.
MT5	The bidder's facility must have an on-site vehicle maintenance shop which must include, at a minimum, two vehicle hoists (automotive floor lifts).
MT6	The bidder's facility must have all the tracks, vehicles and vehicle maintenance shop at the same location.
MT7	<p>The bidder must demonstrate experience delivering similar rally driver training to the militaries of Canada, the United States of America, the United Kingdom, Australia or New Zealand. The bidder must have delivered a similar training in a minimum of 5 different occasions after July 2011.</p> <p>The bidder must provide a list of past contracts that demonstrate the delivery of similar training. The list must include, as a minimum, how the training is similar, the dates, location, duration of course, quantity of students and military entity who received the training.</p> <p>Canada may request a copy of any or all contracts listed during the technical evaluation for validation purpose.</p>
Additional Criterion for Stream 1:	
MT8	The Bidder's facility must be located in a region that has a minimum monthly average temperature of 30°F/-1°C for each month of the year. The monthly average temperature will be validated using statistics provided by The Weather Network at www.theweathernetwork.com . If the name of the city is not available, the zip code or closest named city will be used.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

Bidders must complete their certifications required under Part 5 by using the Attachment 3 to Part 3.

PART 6 - INSURANCE AND FINANCIAL REQUIREMENTS

1. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

2. Financial Capability

SACC Manual clause M9033T (2011-05-16), Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 Task Authorization

1.2.1 The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.2 With respect to the Work mentioned under paragraph 1.2.1 of this clause:

- a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;
- b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;
- c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D, Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority or Contracting Authority.

1.2.3 TA Authority and Limit

- a) The Project Authority may authorize individual TAs, inclusive of any revisions, the sole applicable Contract basis of payment of which is Limitation of Expenditure up to a limit of \$100,000.00, GST or HST included. Any TA with a total value that exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revisions to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.
- b) The authority specified under this clause is granted subject to the sum specified in the Contract under sub article 6.2 - Limitation of Expenditure - Cumulative Total of all authorized TAs, not being exceeded.

1.2.4 Multiple contracts

As more than one contract may be awarded for this requirement, the following procedure will be followed:

If 2 contracts are awarded:

Two contracts were awarded as a result of Public Works and Government Services Canada (PWGSC) bid solicitation number: W6399-13EA96/B:

Contractor Name 1: _____

Contractor Name 2: _____

- a) **Task Authorization with training dates from May 1st to October 31:** A TA will be sent to the contractor of stream 2, in accordance with paragraph 1.2.5.
- b) **Task Authorization with training dates from November 1st to April 30:** A TA will be sent to the contractor of stream 1 in accordance with paragraph 1.2.5.

If only one contract is are awarded:

1.2.5 Task Authorization Process

1.2.5.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D, Task Authorization Form, containing as a minimum:

- a) Participant Names;
- b) Location of Work (Contractor's or DND's site);
- c) Proposed Training dates;
- d) Number of instructors, if training at DND's site; and
- e) the Contract basis of payment applicable to the task or revised task

1.2.5.2 The Contractor must provide the Project Authority, within 5 working days of its receipt, a response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

- a) Confirmed the training dates or provide alternative dates acceptable to the Project Authority;
- b) Instructors names;
- c) If requested by the Project Authority, a demonstration that the proposed instructor(s) meet the experience requirements;
- d) Estimated travel and living expenses, if training at DND's site
- e) Total estimated cost proposed for performing the task or, as applicable, revised task.

1.2.6 TA Authorization

- a) The Project Authority will authorize the TA based on:
 - i. the request submitted to the Contractor pursuant to paragraph 1.2.5.1 above;
 - ii. the Contractor's response received, submitted pursuant to paragraph 1.2.5.2 above; and
 - iii. the agreed total estimated cost for performing the task or, as applicable, revised task.
- b) The Project Authority will authorize the TA provided each resource proposed by the Contractor for the performance of the Work required meets all the requirements specified in 1.2.5 above.
- c) The authorized TA will be issued to the Contractor by e-mail (as an e-mail attachment in PDF format) or fax.

1.2.7 Minimum Work Guarantee - All the Work - Task Authorizations

- a) In this clause,

"Maximum Contract Value" means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and

"Minimum Contract Value" means \$25,000.00

- b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph c of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work requested in authorized TAs, performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c) In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work requested in authorized TAs, performed by the Contractor and accepted by Canada.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

1.2.8 Quarterly Usage Reports - Contracts with TAs

- a) The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.
- b) No later than 10 calendar days after the end of each quarters, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (MSOffice Excel), the data elements specified in paragraphs c and d below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

A sample spreadsheet containing the data elements contained in paragraphs c and d is provided in Annex F.

- c) For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:
 - the TA number appearing on the TA form;
 - the date the task was authorized appearing on the TA form;
 - the total estimated cost of the task (GST/HST extra) before any revisions appearing on the TA form;
 - the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc.:
 - A. the TA revision number;

- B. the date the revision to the task was authorized;
 - C. the authorized increase or decrease (GST/HST extra);
 - D. the total estimated cost of the task (GST/HST extra) after authorization of the revision;
 - the total cost incurred for the task (as last revised, as applicable), GST/HST extra;
 - the total cost incurred and invoiced for the task (as last revised, as applicable), GST/HST extra;
 - the GST/HST total amount invoiced;
 - the total amount paid, GST/HST included;
 - the start and completion date of the task (as last revised, as applicable);
 - the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable);
- d) For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:
- the sum (GST/HST extra) specified in sub-article 6.2 Limitation of Expenditure - Cumulative Total of all Authorized TAs;
 - the total cost incurred for all authorized tasks inclusive of any revisions, GST/HST extra;
 - the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, GST/HST extra;
 - the GST/HST total amount invoiced for all authorized tasks inclusive of any revisions; and
 - the total amount paid for all authorized tasks inclusive of any revisions, GST/HST extra.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the contract is two years from date of contract award.

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 2 additional one-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 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.

5. Authorities

5.1 Contracting Authority

The Contracting Authority is:

Suzy Bouchard
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate
Place du Portage, Phase III, 10C1
11 Laurier Street, Gatineau, Québec, K1A 0S5
Telephone: 819-956-1666
Facsimile: 819-956-1432
E-mail: suzy.bouchard@tpsgc-pwgsc.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.

5.2 Project Authority

The Project Authority for the Contract is:

(To be identified at time of 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.

5.3 Contractor's Representative

(To be identified at time of Contract award)

6. Payment

6.1 Basis of Payment

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

6.1.1 TA Firm Lot Price (Training at Contractor's site)

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined and in accordance with Table 1 of Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.1.2 TA Firm Rate (Professional fees - Instructor(s) at DND's site)

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm rate, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm all inclusive per diem rate stipulated in the authorized TA, as determined and in accordance with Table 2 of Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.1.3 TA subject to a Limitation of Expenditure - Travel and living expenses for Work location outside of a 100 km of the Contractor's place of business

For the requirements relative to travel described in section 5 of the Statement of Work in Annex A.

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to a limitation of expenditure identified in the authorized TA. Customs duty are included and applicable taxes are extra.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

The Contractor must notify the TA Authority in writing as to the adequacy of this sum, as soon as the Contractor considers that the TA funds provided are inadequate to cover all Travel and living expenses. Provision of such notification by the Contractor does not increase Canada's liability.

6.2 Limitation of Expenditure - Cumulative Total of all Authorized TAs

Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 90 percent committed, or
- (b) 3 months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Methods of Payment

6.3.1 Methods of Payment - Authorized TA

The following method of payment will form part of the authorized TA:

For the Work specified in an authorized firm lot price TA and TA subject to a Limitation of Expenditure:

Single payment

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

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

6.3.2 Payment Credits

If the Contractor does not provide a required professional services resource that has all the required qualifications to deliver the training sessions under the approved TA, the Contractor must credit to Canada a flat rate of \$2,500.00 for administrative expenses, including all travel expenses if applicable, incurred by Canada for the purpose of the course.

- a) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- b) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- c) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- d) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

- e) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C2000C (2007-11-30), Taxes - Foreign-based Contractor

C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

C0305C (2008-05-12), Cost Submission

A9116C (2007-11-30), T1204 Information Reporting by Contractor

6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7. Invoicing Instructions

- a) 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;
- b) Each invoice must be supported by copy of the invoices, receipts, vouchers for all travel and living expenses, if any; and
- c) Invoices must be distributed as follows:
 - i) The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract, for certification and payment; and
 - ii) One copy must be forwarded via e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

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

8.2 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 HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list at http://www.travail.gc.ca/fra/normes_equite/eq/emp/pcf/liste/inelig.shtml. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of this Contract.

9. Applicable Laws

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

10. Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2035 (2013-06-27), Higher Complexity - Services
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- f) the signed Task Authorizations (including all of its annexes, if any)
- g) the Contractor's bid dated _____.

11. Foreign Nationals

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

12. 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) calendar 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

14. Course Cancellation

14.1 Training at the Contractor's Facility

Canada may cancel or reschedule a scheduled training without a fee by giving a written notice to the Contractor at least 30 calendar days prior to the course delivery date;

In the event that Canada cancels a training between 30 to 15 calendar days prior to the delivery date, the Contractor will be paid 50% of the price per course in accordance with Annex B - Basis of Payment;

In the event that Canada cancels a training 14 or fewer calendar days prior to the delivery date, the Contractor will be paid 75% of the price per course in accordance with Annex B - Basis of Payment

In the event that Canada cancels or reschedules a scheduled training on the day of or during the training, the Contractor will be paid the price per course in accordance with Annex B - Basis of Payment;

In the event that, due to the unavailability of the contractor's resource, Canada cancels or reschedules a scheduled course on the day of or during the course, the Contractor will reimburse Canada in accordance with article 6.3.2 - Payment Credits.

If the Project Authority or the Contractor have to cancel due to an unforeseeable or uncontrollable event (such as a strike, a virus attack, a pandemic, a power or a technical failure, etc.) no charge will be applied regardless of when the notice is received by Canada or the contractor.

14.2 Training at DND's Facility

Canada may cancel or reschedule a scheduled training without a fee by giving a written notice to the Contractor at least 15 calendar days prior to the course delivery date.

In the event that Canada cancels a training between 30 to 15 calendar days prior to the delivery date, the Contractor will be reimbursed for any non-refundable and non-transferable travel charges incurred without any allowance for overhead or profit, all in accordance with Annex B - Basis of Payment.

In the event that Canada cancels a training between 14 to 5 calendar days prior to the delivery date, the Contractor will be paid 25% of the price per day and will be reimbursed for any non-refundable and non-transferable travel charges incurred without any allowance for overhead or profit, all in accordance with Annex B - Basis of Payment.

In the event that Canada cancels a training 4 or fewer calendar days prior to the delivery date, the Contractor will be paid 50% of the price per day and will be reimbursed for any non-refundable and non-transferable travel charges incurred without any allowance for overhead or profit, all in accordance with Annex B - Basis of Payment.

In the event that Canada cancels or reschedules a scheduled training on the day of or during the training, the Contractor will be paid the price per day and will be reimbursed for any non-refundable and non-transferable travel charges incurred without any allowance for overhead or profit, all in accordance with Annex B - Basis of Payment.

In the event that, due to the unavailability of the contractor's resource, Canada cancels or reschedules a scheduled course on the day of or during the course, the Contractor will reimburse Canada in accordance with article 6.3.2 - Payment Credits.

If the Project Authority or the contractor have to cancel due to an unforeseeable or uncontrollable event (such as a strike, a virus attack, a pandemic, a power or a technical failure, etc.) no charge will be applied regardless of when the notice is received by Canada or the Contractor.

ANNEX A STATEMENT OF WORK RALLY DRIVER TRAINING

1.0 SCOPE

1.1 Purpose

The Department of National Defence (DND) has a requirement for rally driver training on an "as and when requested" basis.

1.2 Background

DND Canadian Forces (CF) personnel are required to operate both military and civilian vehicles in a variety of environments in Canada and abroad where risks include not just hazardous road and traffic conditions, but local criminal and insurgent elements as well. DND seeks to provide CF personnel with the best possible training in order to contribute to their safety and security while operating in areas of elevated risk and also to ensure that CF personnel have the best chance of success on operations. DND does not possess the requisite experience and facilities required to deliver this training to the required standard in order to achieve specific training goals.

2.0 APPLICABLE DOCUMENTS

2.1 The following documents form part of this Statement of Work (SOW) to the extent specified herein, and are supportive of this SOW when referenced in Section 3.0 and beyond. Any other documents are to be considered supplemental information only. Unless otherwise specified, the issue or amendments of documents effective for this contract must be those in effect on the date of contract award. In the event of a conflict between the documents and the contents of this SOW, then the contents of this SOW must take precedence.

- (a) Canadian Association of Rallysport (CARS) Rules and Regulations (
[http://www.carsrally.ca/index.php?option=com_content&view=category&id=15&Itemid=24](http://www.carsrally.ca/index.php?option=com_content&view=category&id=15&Itemid=24&lang=en)
http://www.carsrally.ca/index.php?option=com_content&view=category&id=15&Itemid=24&lang=en)
- (b) Rally America Rules and Regulations (<http://rally-america.com/rules.php>)

3.0 REQUIREMENT

3.1 Tasks

The Contractor must provide rally driver training at DND site(s) and at the Contractor's facility including resources on an if and when requested basis. The Contractor must provide Training courses with instructors, facilities, driving tracks, rally vehicles, safety equipment to participants. The participants are DND CF personnel.

The requirement is divided into 2 streams:

Stream 1 is a training facility located in a region that has a minimum monthly average temperature of 30°F/-1°C for each month of the year for year-round training.

Stream 2 is a training facility with no minimum temperature requirement where training is offered from May through October exclusively.

3.2 Training Course

- 3.2.1 The training course must have the ability to be customized to the audience and time available and the course length will be 5 days for a minimum of 2 participants up to a maximum of 10 participants at the same time. The training techniques, course length (if different) and number of participant will be identified on each TA.
- 3.2.2 Training courses should be scheduled at least 30 days in advance of the date requested with provisions for scheduling with less notice where agreeable by all parties.
- 3.2.3 The Contractor must provide a training schedule for each training course, broken down by day, to the Project Authority identified on each TA, as follows:
- (a) 8 hour training day;
 - (b) 70% practical driving instruction, 20% theoretical classroom instruction, and 10% vehicle maintenance instruction; and
 - (c) 2:1 participants to instructor ratio.
- 3.2.4 The Contractor must provide a finalized training schedule, in collaboration with DND, after receipt of each TA with a minimum of 7 working days prior to the course start date. The finalized training schedule will address the time spent in each type of vehicle.
- 3.2.5 The Contractor must provide instruction on the following driving techniques, as identified on each TA:
- (a) Vehicle dynamics;
 - (b) Vehicle setup;
 - (c) Recovery and winching;
 - (d) Critical thinking skills including analyzing road conditions, distance, managing speeds, performance of the vehicle throughout flats, corners and varying road conditions;
 - (e) Five skid types including under-steer, over-steer, counter-skid, wheel-lock-up, and wheel-spin;
 - (f) High speed obstacle avoidance;
 - (g) Read and response to adverse road conditions;
 - (h) Advanced car control;
 - (i) Advanced cornering techniques;
 - (j) Off road driving;
 - (k) Controlling over-steer and under-steer;
 - (l) Handbrake turns;
 - (m) Fast, medium, and slow turns;
 - (n) Left-foot braking;
 - (o) Pendulum turns;
 - (p) Reading and adapting to various surfaces/terrains;
 - (q) Accident avoidance;
 - (r) Skid control on loose surfaces or unknown narrow roads;
 - (s) Skid pad and slalom;
 - (t) Lines and apexes;
 - (u) Trail braking; and

(v) Weight transfer and traction.

3.3 Facility

3.3.1 The Contractor must limit the training group to DND participants only for each TA. Non DND participants cannot be trained with DND participants.

3.3.2 The Contractor's facility must have a variety of track terrains, providing a minimum 4 km or 2.5 mile loop, as follows:

- (a) Wooded and rugged;
- (b) Gravel road ;
- (c) Rough or loose dirt road ;
- (d) Pavement; and
- (e) Tarmac.

And must allow for high speed* transitions between each of the different track terrains above.

* High speed is defined as over 60 km/h transitioning between the different types of track terrains so that the participant has to adjust accordingly for the different terrain types when transitioning from one to the other.

3.3.3 The Contractor's facility must have the following track specifications:

- (a) Blind corners and crests;
- (b) On and off camber turns and junctions;
- (c) Different types and combinations of corners;
- (d) Decreasing and increasing radius corners;
- (e) Articulations;
- (f) Side slopes;
- (g) Ascents and descents; and
- (h) Ditches and logs.

3.3.4 The Contractor's facility must have an on-site vehicle maintenance shop which must include, at a minimum, two vehicle hoists (automotive floor lifts).

3.3.5 All the tracks, vehicles and vehicle maintenance shop must be at the same location

3.4 Rally Vehicles

3.4.1 The Contractor must delivered the training with the types of vehicles identified in paragraph 3.4.5. The specified vehicles will enable DND CF personnel in getting ready and familiar with vehicles that they will be actually driving overseas.

3.4.2 The standard rally driving cars identified in paragraph a of section 3.4.5 must meet the minimum standards and specifications for safety and eligibility as defined by CARS or Rally America rules and regulations.

3.4.3 The front wheel drive and all wheel drive vehicles (in bullets b and c of section 3.4.5) must be safe and road worthy.

- 3.4.4 All the vehicles in paragraph 3.4.5 can be either gas or diesel powered.
- 3.4.5 The Contractor must have in their current inventory the following types of vehicles and ensure that participants are trained on:
- a) Standard rally driving cars (a 300 Horse Power (HP) All Wheel Drive (AWD) Subaru Impreza STI or similar), all of which must be equipped with a manual transmission. The contractor must have a minimum of 5 of these type of vehicles; and
 - b) Front Wheel Drive vehicles, all of which must be equipped with a manual transmission. The contractor must have a minimum of 5 of these type of vehicles; and
 - c) All Wheel Drive vehicles that have a high center of gravity with the ability to move between Rear Wheel Drive All Wheel Drive and must be any combination of the following make and model:
 - i. Toyota Hilux;
 - ii. Toyota 4 Runner;
 - iii. Land Cruiser; and
 - iv. Land Rover.
- The contractor must have a minimum of 5 of these type of vehicles. At least 4 of these vehicles must be equipped with a manual transmission.

3.5 Safety Equipment

The Contractor must provide all standard safety equipment for the participants. The safety equipment must be in good condition and should meet the safety equipment detailed in CARS's 2013 General Competition Rules and Regulations or the mandatory equipment detailed in Rally America's Performance Rally Rules Edition 2013.

3.6 Instructor Qualifications

The Contractor must provide experienced rally car driver instructors. The instructors must have a minimum of 3 years competing rally driving experience.

3.7 On-site (at a DND facility) training

The Contractor must provide instructors to come and teach participants at a DND arranged facility, as and when requested, as identified on the TA.

3.8 Lunch

For training at the Contractor's site, the Contractor must provide lunch for the participants. The lunch must be at the facility and include a hot or cold meal option and a beverage.

3.9 Language

All training must be delivered in English.

3.10 Client Support

- 3.10.1 DND will provide meals (other than the lunch during the course), accommodations, and travel for participants.
- 3.10.2 DND will arrange and provide the facility, driving tracks, rally vehicles and safety equipment when it is requested that the instructors come to conduct on-site training.
- 3.10.3 DND will identify a point of contact on the TA for each training course.

4.0 DELIVERABLES

4.1 The Contractor must provide the following:

- 4.1.1 A training schedule after receipt of each TA;
- 4.1.2 Rally Driver training course;
- 4.1.3 Instructors at a DND arranged facility; and
- 4.1.4 Upon completion of the training course, to all successful participant a "Proof of Rally Driver Training" certificate signed by the Contractor or his representative.

5.0 TRAVEL REQUIREMENTS

In the event that travel is required for on-site training at a DND facility (work-site), the Contractor will be responsible for all associated travel costs, as well as all expenses involving travel from its place of business to the work-site location provided that the work-site location is within a 100 km radius of the Contractor' place of business.

Where travel is required outside the 100 km radius, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work. The travel must be included in the authorized TA.

Canada will not pay any instructor's travel and living expenses for training delivered at the contractor's place of business (Facility).

ANNEX B BASIS OF PAYMENT

1- Firm Lot Price - Rally Driver Training at Contractor's Site

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract , the Contractor will be paid the firm lot price per course as per Table 1.

Table 1 - Rally Driver Training at Contractor Site	
	Firm lot price per course
Initial Contract Period (2 years)	
Option Period 1	
Option Period 2	

2 - Firm All Inclusive Per Diem Rate - Rally Driver Instructor at DND's Site

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract , the Contractor will be paid the firm all inclusive per diem rate per instructor, as per Table 2.

Table 2 - Rally Driver Instructor at a DND Site	
	Firm all Inclusive per diem rate
Initial Contract Period (2 years)	
Option Period 1	
Option Period 2	

For the purpose of this contract, a day is defined as 8,0 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the firm all inclusive per diem rate rate must be prorated to reflect the actual time worked.

3 - Cost Reimbursable Expenses

Authorized travel and living expenses for Work performed at a DND Facility

For the requirements relative to travel described in section 5 of the Statement of Work, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees", to the limitation of expenditure identified in Task Authorization. Customs duty are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. All travel must have the prior authorization of the Project Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Total Estimated Cost of Authorized Travel and Living Expenses: (To be identified in each TA)

ANNEX C INSURANCE REQUIREMENTS

G2001C 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) 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 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 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.

G2020C Automobile Liability Insurance

The contractor must obtain Automobile 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.

The policy must include the following:

- a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b) Accident Benefits - all jurisdictional statutes
- c) Uninsured Motorist Protection
- d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX D

REGISTRATION FORM, TASK AUTHORIZATION FORM

(to be provided at contract award)

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ANNEX E

NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. W6399-13EA96 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Service and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: W6399-13EA9.

Signature

Date

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Buyer ID - Id de l'acheteur

124zh

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File No. - N° du dossier

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ANNEX F

SAMPLE QUARTERLY USAGE REPORT - CONTRACT WITH TAS

See attached Excel™ Workbook - Annex F.xls

ANNEX G

FACILITY ASSESSMENT VISIT CHECKLIST

CHECKLIST				
		Met	Not Met	Comments
1	<p>Facility must have a variety of track terrains, providing a minimum 4 km or 2.5 mile loop made up of all the following terrains:</p> <p>(a) Wooded and rugged; (b) Gravel road; (c) Rough or loose dirt road; (d) Pavement; and (e) Tarmac.</p> <p>AND</p> <p>Ability for high speed transitions between each of the 5 different track terrains above.</p> <p><i>*High speed is defined as over 60 km/h (37.5 mph) transitioning between the different types of track terrains so that the participant has to adjust accordingly for the different terrain types when transitioning from one to the other.</i></p>			
2	<p>Facility must have all of the following variety of track specifications:</p> <p>(a) Blind corners and crests; (b) On and off camber turns and junctions; (c) Different types and combinations of corners; (d) Decreasing and increasing radius corners; (e) Articulations; (f) Side slopes; (g) Ascents and descents; and (h) Ditches and logs.</p>			
3	Facility must have an on-site vehicle maintenance shop which must include, at a minimum, two vehicle hoists (automotive floor lifts).			
4	All the tracks, vehicles and vehicle maintenance shop must be at the same location.			
5	Standard rally driving cars (in paragraphs a) of section 3.4.5 of the SOW) must meet the minimum standards and specifications for safety and eligibility as defined by CARS or Rally America rules and regulations.			
6	Front wheel drive and all wheel drive vehicles (in paragraphs b) and c) of section 3.4.5 of the SOW) must be safe and road worthy.			

7	<p>Must have the following types of vehicles in its inventory:</p> <ul style="list-style-type: none"> a) a minimum of 5 standard rally driving cars (a 300 Horse Power (HP) All Wheel Drive (AWD) Subaru Impreza STI or similar), all of which must be equipped with a manual transmission; and b) a minimum of 5 front Wheel Drive vehicles, all of which must be equipped with a manual transmission; and c) a minimum of 5 all Wheel Drive vehicles that have a high center of gravity with the ability to move between Rear Wheel Drive All Wheel Drive and must be any combination of the following make and model: <ul style="list-style-type: none"> i. Toyota Hilux; ii. Toyota 4 Runner; iii. Land Cruiser; and iv. Land Rover. <p>At least 4 of these vehicles must be equipped with a manual transmission.</p>			
8	<p>Must have all standard safety equipment for the participants. The safety equipment must be in good condition and should meet the safety equipment detailed in CARS's 2013 General Competition Rules and Regulations or the mandatory equipment detailed in Rally America's Performance Rally Rules Edition 2013.</p>			