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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 Requirement

The requirement is detailed under Annex "A" Statement of Requirement, Royal Canadian Army Cadet Battlefield Tour.

1.3 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](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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>) 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 (2016/04/04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted to the **Contracting Authority** identified on page 1 of the bid solicitation, by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 4 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.

2.5 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

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid: 1 PDF, clearly identified as a proposal and sent by email to the Contracting Authority identified in Article 6.5.1;
- Section II: Financial Bid: 1 PDF, clearly identified as a proposal and sent by email to the Contracting Authority identified in Article 6.5.1;
- Section III: Certifications: 1 duly signed, scanned, PDF copy);
- Section IV: Additional Information 1 PDF copy, (if applicable).

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) 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
Section II: Financial Bid
Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

Canada requests that Bidders complete option 1 or 2 below:

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- o () VISA Acquisition Card;
- o () MasterCard Acquisition Card;



- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only).

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

3.1.2 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

(C3010T, 2014-11-27)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Compliant 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.

4.1.1 Mandatory Requirements

4.1.1.2 Mandatory Technical Criteria

Using the Table below, Bidders must clearly demonstrate how and where within their Submission each of the mandatory requirements are met. Bidders should evaluate their own compliance prior to submission.

#	TABLE 4.1.1.2 MANDATORY TECHNICAL EVALUATION CRITERIA	Where and How (Proposal Reference) Each Criteria is Met	Met? Yes or No
MT 1	<p>The Bidder must propose a Battlefield Tour program itinerary that:</p> <ul style="list-style-type: none"> a. begins on 20 July 2017 at Amsterdam airport; b. Is twelve (12) full days in duration; c. includes a minimum of 6 hours of programmed daily touring activities, focused on battlefields, war cemeteries, war and history-related memorials, monuments, ceremonies, museums, and historic sites; d. lists the specific sites to be visited; e. provides details of all accommodations; and f. includes a large scale map with each site marked. 		
MT 2	<p>The Bidder's proposed Battlefield Tour program itinerary must include the following mandatory guided site visits to:</p> <ul style="list-style-type: none"> a. Anne Frank House; b. Menin Gate Ceremony; c. Vimy Ridge; d. Juno Beach Centre; e. Wellington Quarry; f. Beaumont-Hamel; and g. Notre-Dame de Paris. 		

#	TABLE 4.1.1.2 MANDATORY TECHNICAL EVALUATION CRITERIA (continued)	Where and How (Proposal Reference) Each Criteria is Met	Met? Yes or No
MT 3	<p>The Bidder proposed Battlefield Tour program itinerary must include five of the following 6 guided site visits:</p> <ol style="list-style-type: none"> a. Dieppe; b. Ypres/Flanders; c. St-Julien Memorial; d. Holten Cemetery; e. Dieppe Castle; and f. Caen's Castle. 		
MT 4	<p>The Bidder must propose the full-time services of a fluently English speaking Tour Director for full duration of tour, from arrival in Amsterdam through to departure from Paris.</p>		
MT 5	<p>The Bidder must provide all overnight accommodations details:</p> <ol style="list-style-type: none"> a. operating name and location details of each accommodation; b. website url; and c. proof that 30 Cadets can be accommodated near the 3 CIC Officers. 		
MT 6	<p>The Bidder must provide a proposed 5 day menu, 3 full meals per day (breakfast, lunch, dinner) for all participants that:</p> <ol style="list-style-type: none"> a. Meets Canada's Food Guide nutritional requirement for male (14 – 18 yrs) teens, specifically a minimum of <ul style="list-style-type: none"> • 8 servings of vegetables and fruits, • 7 servings of grain products, • 3 servings of milk and alternatives, • 3 servings of meat and alternatives, and • 30 mL of oils and fats; b. are varied; and c. include a minimum of one hot lunch or dinner each day. 		
MT 7	<p>The Bidder must provide a signed attestation that all conditions of the Statement of Requirements are both acceptable and will be met.</p>		

4.1.2 Mandatory Financial Criteria

Bidders must complete the entire Table below as their financial bid submission. **In the case of only one Bidder, Canada reserves the right to request a full cost breakdown....**

	TABLE 4.1.2 BID REQUIREMENT	2017 BID	2018 BID	2019 BID	TOTAL BID PRICE
1	Motor Coach and Driver(s) for 12 days				
2	Overnight Accommodations for 12 nights				
3	Breakfasts, Lunches and Dinners for 12 days				
5	Site admission and entrance fees, to cover all locations proposed within the Technical Bid.	€	€	€	
6	Local Guides, to cover all locations proposed within the Technical Bid.	€	€	€	
7	Customary gratuities for service such as tour directors, local guides and drivers.				
8	Full-time Tour Director (if paid in Euros)				
9	Additional Costs in Euros. Note: If price justification is required, Bidder may be required to add rows to include a complete list of all cost elements.				
A	Subtotal Foreign Costs Firm Ceiling (Euros; Taxes Excluded). Note: subject to exchange rate fluctuations at actual payment	€	€	€	
B	Estimated VAT Taxes (Euros)	€	€	€	
C	Subtotal Foreign Cost Ceiling (Euros, all Taxes included) $C = A + B$	€	€	€	
D	Baseline Exchange Rate (Euros to CAD)	%	%	%	
E	Adjusted Foreign Cost Ceiling (CAD, all Taxes included) $E = C \times D$	CAD \$	CAD \$	CAD \$	
1	Domestic Cost 1 (CAD), eg. Air Fare				
2	Domestic Cost 2 (CAD), eg. Tour Director, if paid in CAD				
3	Additional Domestic Costs (CAD, taxes excluded). Note: If price justification is required, Bidder may be required to add rows to include a complete list of all cost elements.				
F	Total Domestic Cost Ceiling (CAD, Tax Excluded)	CAD \$	CAD \$	CAD \$	
G	Estimated Total Domestic Taxes (CAD)	CAD \$	CAD \$	CAD \$	
H	TOTAL BID PRICE (CAD, all customs, taxes, adjusted exchange rates included) $H = E + F + G$	CAD \$	CAD \$	CAD \$	<i>< BID PRICE in CAD\$ ></i>

Note: Evaluation of the Bidder's Financial Bid will be the "BID PRICE in CAD \$", which is the sum of all three years at line H, "TOTAL BID PRICE (CAD)", all customs, taxes, exchange rates included.

4.3 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. (SACC Manual Clause A0069T (2007/05/25))

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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Motor Coach Certifications

The Bidder must attach its or applicable Sub-Contractor's:

- proof of business competence;
- EU community license for international passenger transport operations by coach and bus; and
- Valid license for passenger transportation.

5.1.3 Tour Operator License

The Bidder must provide proof of the applicable license, permit or documentation that it holds to operate as a Tour Operator, Travel Wholesaler, Travel Agency or Travel Retailer.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed **above and 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 – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder as well as subcontractors.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Insurance Requirements

The Contractor is responsible to ensure that the vehicle is properly registered and has the necessary insurance requirements to allow it to operate in continental Europe. Prior to contract award, proof is to be provided of:

- Liability insurance in accordance with European Law(s); *and*
- *Personal Accident Insurance (PAI).*

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, the individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of the individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience.

The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

(SACC A3005T 2010/08/16)

5.3 Compliance

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

(SACC A3015T 2014/06/26)

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 Requirement

The requirement is detailed under Annex "A", Statement of Requirement, Royal Canadian Army Cadets Battlefield Tour.

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](#) (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Period of the Contract

6.4.1 The period of the Contract is from date of Contract to **30 March 2018** inclusive.

6.4.2 Option to Extend the Contract

6.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (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.

6.4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 60 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.

6.4.3 Delivery Points

Delivery of the requirement will be made to European delivery point(s) as specified at Annex "A" SOR.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Heather Mitchell
Title: Contracts Coordinator for National Cadets & Junior Canadian Rangers Support Group
Organization: Department of National Defence
Directorate: Directorate of Services Contracting 3-2
Address: 101 Colonel By Drive, Ottawa, Ontario K1A 0K2 Canada
Telephone: 1-613-996-6113
Facsimile: _____
E-mail address: Heather.Mitchell@forces.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 Technical Authority

The Technical Authority for the Contract is: **(insert at Contract award)**

Name: _____
Title: _____
Organization: Department of National Defence
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____.

The Technical Authority named above 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 Technical Authority, however the Technical 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

The Contractor's Project manager for the requirement is: **(insert at Contract award)**

Name: _____
Title: _____
Company: _____
Address: _____
Telephone: ____ ____ _____
Facsimile: ____ ____ _____
E-mail Address: _____

The Contractor's full-time Tour Director for this requirement is:

Name: _____
Mobile / Cellular Telephone: ____ _
E-mail Address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment - Limitation of Expenditure

For the Work described in Statement of Requirements at Annex "A", the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure as specified on Page One of this Contract; Customs, duties and Applicable Taxes are included.

6.7.2 Milestone Payment

The Contractor will be paid a firm **twenty-five percent (25%)** of the annual including taxes for delivery of a Progress Report that clearly demonstrates **proof of booking confirmations for all accommodations and for motor coach rental with driver(s)**, due # <insert at contract award> weeks prior to travel in each year of the Contract.

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.
(SACC C6000C 2011/-5/15)

6.7.4.2 Exchange Rate Fluctuation Risk Mitigation, SACC C3010T (2014-11-27) Article 3, applies to and forms part of this contract.

6.7.4 Discretionary Audit <Insert at contract award if there is only one Bidder>

The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

Ref C0100C 2010-01-11

6.7.4 Electronic Payment of Invoices – Contract

(Contracting officers will include in the contract Electronic Payment Instruments accepted by the contractor, as identified in its bid, and renumber accordingly.)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

6.8 Certifications and Additional Information

6.8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default. (SACC A3015C 2014/06/26)

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario, Canada** (or *Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

6.10 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) General conditions 2010C – Services (Medium Complexity) (2016/04/04);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Contractor Certifications;
- (f) the Contractor's bid dated **(insert date of bid)**.

ANNEX "A"- STATEMENT OF REQUIREMENT

ROYAL CANADIAN ARMY CADET – GUIDED BATTLEFIELD TOUR

GOAL

1. DND's requires a "turnkey" solution in support of the Canadian Cadet Organizations (CCO) for a guided Tour of Battlefields in Europe for selected Royal Canadian Army Cadets (RCAC) under the supervision of Cadet Instructor Cadre (CIC) Officers.
2. The Contractor is required to organize and deliver a Battlefield pilgrimage program for these Army Cadets, thus standing in the place where our Canadian history was shaped.

BACKGROUND

3. The RCAC International Exchange Programme enables Army Cadets to cultivate their civic awareness in Canada and abroad and to gain a better understanding of what it means to be Canadian in today's world.
4. An opportunity exists to expose Army Cadets to our rich history and to the contribution that the Canadian military has made both domestically and abroad. Canada's history is rife with challenges and achievements. During this overseas Battlefield pilgrimage, senior Army Cadets will relive those challenges, celebrate the achievements, and learn firsthand about the people and crucial events that have shaped our great nation. This will give selected Army Cadets a better understanding of our past, to better prepare them to contribute to Canada's future.

SCOPE

5. **Participation.** Thirty (30) Army Cadets aged 16-18 years will be under the supervision of three (3) adult CIC Officers. All will have a good level of physical fitness and no medical restrictions that would preclude them from participating in all activities to be conducted. At least one CIC Officer will be functionally bilingual (French-English) to account for the possibility of a unilingual participant. At least one female CIC Officers and one male CIC Officers will ensure appropriate supervision at all times.
6. **Government Provided Support, Equipment and Information.** The Department of National Defence (DND) will provide the following:
 - 6.1. CIC Officers that are responsible for supervising the Army Cadets;

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- 6.2. Name and gender of each participant about 30 days prior to travel;
 - 6.3. Parental consent form for youth under 18 years of age;
 - 6.4. Medical and dental emergency insurance coverage;
 - 6.5. Any applicable visas fees and a valid passport for each participant;
 - 6.6. International airfare for Cadets and CIC Officers to Amsterdam International Airport and from Paris International Airport;
 - 6.7. Personal clothing and laundry costs for all participants;
 - 6.8. Any costs associated with free time activities;
 - 6.9. Any costs associated with emergency procedures; and
 - 6.10. Any costs associated with the replacement of a participant who withdraws no later than thirty (30) days prior to the commencement of the tour. Replacement of a participant is at the discretion of the Technical Authority (TA).
7. **Battlefield Tour General Description.** The Contractor must provide twelve (12) days of all-inclusive touring activities beginning in Amsterdam on **20 July 2017**, ending in Paris, and including battlefields, war cemeteries, war or history-related memorials, monuments, ceremonies, museums, and other related historical sites.
8. Programmed activities, typically totalling 6 to 8 hours per day, must feature the accomplishments and contributions of the Canadian Armed Forces and Canadian soldiers, and must include professionally guided tours of the following seven sites:
- 8.1. Anne Frank House,
 - 8.2. Menin Gate Ceremony (including a wreath laying),
 - 8.3. Vimy Ridge,
 - 8.4. Juno Beach Centre,
 - 8.5. Wellington Quarry,
 - 8.6. Beaumont-Hamel, and
 - 8.7. Notre-Dame de Paris.
9. Professionally guided tours of five of the following six sites must also be included:
- 9.1. Dieppe;
 - 9.2. Ypres/Flanders,
 - 9.3. St-Julien Memorial,
 - 9.4. Holten Cemetery,
 - 9.5. Dieppe Castle, and
 - 9.6. Caen's Castle.

PROGRAM ITINERARY

10. All details of the Contractor proposed program itinerary must be approved by the Department of National Defence (DND) Technical Authority (TA). The **Battlefield Tour Program Itinerary** must provide:
- 10.1 Delivery by a full-time **Tour Director** who:
 - 10.1.1. Fluently speaks English;

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- 10.1.2. Provides pick up services from Amsterdam International airport and drop off services at Paris International airport at exact times and dates provided by the TA;
- 10.1.3. Provides a *welcoming* and ensures advanced transportation arrangements for participants arriving at Amsterdam airport; and
- 10.1.4. Accompanies the participants for the full duration of the Tour, until they have boarded their return flight to Canada;
- 10.2. General **Contractor's** responsibilities, including:
- 10.2.1. Schedule of hourly activities with specific dates, times and site locations;
- 10.2.2. Mandatory site visits with additional local or professional tour guides or professional audio guides to provide unique, intimate and in depth historic details;
- 10.2.3. Accommodation names, locations and websites;
- 10.2.4. Restaurant names, locations and websites when available;
- 10.2.5. Ground transportation and Motor coach details including transfers between all visited sites, attractions and destination cities;
- 10.2.6. All overnight accommodations costs;
- 10.2.7. All daily breakfast, lunch, and dinner costs;
- 10.2.8. Coverage of all customary gratuities for tour director, local guides and drivers;
- 10.2.9. Coverage of all admission and entrance fees to visited sites;
- 10.2.10. Local walking maps for each participant at each destination; and
- 10.2.11. Accommodate schedule and facilities for two (2) separate laundering opportunities.
- 10.3 **Guided Site Visits**, including delivery of services of fluently English speaking professional licensed tour guides or student local guides or professional audio guides at each of the mandatory sites. The Contractor must also plan for specialized guiding for all additional site visits.
- 10.4 **Program Itinerary Booklets**, intended to serve as both guides and souvenirs for each participant, that include:
- 10.4.1 Description of each destination site, in both official languages and of equal quality translation;
- 10.4.2 Pictures of each site;
- 10.4.3 A large scale map with all sites marked; and
- 10.4.4 Travel tips for each destination area.
- 11 **Food**. The Contractor must provide daily meals, breakfast, lunch and dinner, for all participants.
- 11.1 All meals must:
- 11.1.1 Be healthy and meet Canada's Food Guide nutritional guidelines for male (14-18yrs) teen, specifically a minimum of 8 servings of vegetables and fruits, 7 servings of grain products, 3 servings of milk and alternatives; 3 servings of meat and alternatives, and 30 mL of oils and fats;
- 11.1.2 Be freshly prepared, appetizing and varied; and
- 11.1.3 Accommodate any participants' dietary restrictions identified in advance by TA

11.2 Each day's meals must:

- 11.2.1 Include a minimum of one hot lunch or dinner; and
- 11.2.2 Provide a total daily caloric intake of approximately 2900.

- 12 **Accommodations.** The Contractor must provide the names and details of the proposed licensed establishments that provide:
- 12.1 Clean, comfortable, and safe rooms meeting the basic needs of guests;
 - 12.2 One bed with linen and one bath towel for each participant;
 - 12.3 Separate rooms, washrooms and bathing facilities for each gender;
 - 12.4 Multiple Cadets may be accommodated in the same room (using Dormitories, Youth Hostels, University Hostels); however, Cadets must not to be accommodated with non-Cadets;
 - 12.5 CIC Officers must be provided a single room each and must be located as close as possible to Cadets' sleeping rooms;
 - 12.6 Security locks on all room doors and operable windows;
 - 12.7 Building and room occupancy limits must be respected; and
 - 12.8 European Union fire prevention codes must be met.
- 13 **Ground Transportation.** The Contractor must provide all required ground transportation that comfortably accommodates all participants, plus sufficient space for a minimum of one stowed luggage per participant. The Contractor must ensure that commercial transport companies have proper liability insurance coverage, certified vehicles, certified drivers, and follow safety code requirements for hours of work, hours of rest and safety standards as required to operate in the European Union.

DELIVERABLES & COMMUNICATIONS

- 14 **Progress Reporting and Meetings.** The Contractor must schedule all meetings, including provision of agenda and minutes, chaired by the Contract Authority, to discuss all tour details, and finalize the proposed program itinerary. The Contractor must plan to report progress to the Technical Authority (TA) on a weekly basis prior to start of the Tour and as required during the Tour. Telecoms are acceptable.
- 15 **Emergency Planning.** The Contractor is responsible for providing a 24-hour emergency contact service and for ensuring that CIC Officers have a means of communicating with the TA, or representative, in case of emergency. The Contractor must also initiate or engage any other required emergency procedures or personnel.
16. **Deliverables and Timelines**
- 16.1 Kick Off Meeting: due 2 working days after Contract award.
 - 16.2 Weekly Progress Meetings with proposed agenda one day in advance.
 - 16.3 Minutes to all Meetings, due at adjournment or within two working days of each meeting.
 - 16.4 DND Identification of Probable Cadet's, name & gender, about 30 days prior to travel.

- 16.5 Detailed draft of Program Itinerary & Booklets in one language, due 30 days prior to travel, for TA review.
- 16.6 Final Program Itinerary, due 20 days prior to travel for TA acceptance.
- 16.7 DND Participant Confirmation and Identification of Dietary Restrictions, about 30 days prior to travel.
- 16.8 Motor Coach Rental with Driver: confirmation of reservation, due 24 days prior to travel.
- 16.9 Accommodation reservations: confirmations due 24 days prior to travel.
- 16.10 Final version of Bilingual Program Itinerary Booklet (electronic copy), due 10 days prior to travel.
- 16.11 Annual Trip Report: Feedback and recommendations, due with invoice after travel.

REQUIREMENTS AUTHORITY

- 17. Acceptance of all work detailed within is at the sole discretion and responsibility of the DND Technical Authority.

ANNEX "B" - BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm Ceiling price as stated on Page One of this Contract, Customs duties are included, and based on a Firm Price subject to Exchange Rate Fluctuations.

CONTRACT PRICE INCLUSIONS		DETAIL OF INCLUSIONS		
1	Site Admission and Entrance Fees	< insert list of sites >		
2	Local Guides	< insert list of sites >		
COST ELEMENT DESCRIPTION		2017 CONTRACT CEILING	2018 CONTRACT CEILING	2019 CONTRACT CEILING
A	Subtotal Foreign Costs (Euros, Tax Excluded) Firm Price	€	€	€
B	Estimated VAT Taxes (Euro)	€	€	€
C	Subtotal Foreign Cost Ceiling C = A + B (Euros, all VAT, Taxes included) subject to exchange rate fluctuations at actual payment	€	€	€
D	Baseline Exchange Rate (Euro to CAD) <INSERT at Contract Award> subject to fluctuations	%	%	%
E	Adjusted Foreign Cost Ceiling (CAD, all Taxes included) E = C x D	CAD \$	CAD \$	CAD \$
F	Total Domestic Costs (CAD, Tax Excluded) Firm Price	CAD \$	CAD \$	CAD \$
G	Total Domestic Taxes (CAD)	CAD \$	CAD \$	CAD \$
H	TOTAL CONTRACT CEILING COST (CAD, all customs, taxes, adjusted exchange rates included) H = E + F + G	CAD \$	CAD \$	CAD \$

ANNEX “C” - CONTRACTOR CERTIFICATIONS

The Contractor's certifications provided at or before Contract Award form part of this Contract, including (to be inserted in entirety at Contract Award):

- 5.1.1 Integrity Provisions, including the List of Names
- 5.1.2 Motor Coach Certification
- 5.1.3 Tour Operator License
- 5.1.4 Proof of Insurance
- 5.1.5 Status and Availability of Resources