

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510**

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Accommodations	
Solicitation No. - N° de l'invitation W1568-13JN08/A	Date 2012-07-30
Client Reference No. - N° de référence du client W1568-13JN08	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-610-9491
File No. - N° de dossier EDM-2-35121 (610)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-15	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Barton, Elaine	Buyer Id - Id de l'acheteur edm610
Telephone No. - N° de téléphone (780)497-3519 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE JOINT TASK FORCE (NORTH) P.O.BOX 6666, STATION MAIN YELLOWKNIFE NORTHWEST TERRITORIES X1A 2R3 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TITLE: Regional Individual Standing Offer for Accommodation Services in Yellowknife, NT

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W1568-13JN08/A

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Buyer ID - Id de l'acheteur

edm610

Client Ref. No. - N° de réf. du client

W1568-13JN08

File No. - N° du dossier

EDM-2-35121

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment and Standing Offer Usage Report and the Aboriginal Opportunities Considerations

2. Summary

The Department of National Defence, Joint Task Force North (JFTN) require multiple standing offers for the provision of accommodation services for DND personnel in Yellowknife, NT, in accordance with the Statement of Work, Annex "A" during the period of September 1, 2012 to December 31, 2013 with the option to extend for two additional one year periods.

This procurement is subject to the Tlicho Land Claims Agreement.

The requirement is limited to Canadian goods and/or services.

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Mandatory Criteria

- (a) Offerors must be able to provide safe, clean and comfortable accommodation (please see Part 6B, section 6). Canada reserves the right to conduct site visits during the evaluation process to verify that the offerors comply with this criterion.

1.2 Financial Evaluation

Selection will be based on lowest priced technically acceptable proposal which will be determined as follows:

For each year, the firm room rates quoted per night, per week and per month will be multiplied by the estimated annual usage shown per night, per week and per month. The resulting amounts per year will be added together to obtain a total evaluated price.

- 1.3 Optional:** Offerors have the ability to receive an evaluated price reduction through the provision of Tlicho involvement in their proposal. A reduction of up to 10% may be applied to the total evaluated price based on the provision of proof that your organization or service provided meets the criteria stated in Annex "D" Aboriginal Opportunities Consideration.

- 1.4** Offerors are to submit rates that are not in excess of the following maximum rates:

- (i) properties within Canada - \$200 Canadian per night (all room categories)

- 1.5** SACC Manual Clauses M0220T (2007-05-25), Evaluation of Price.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

- 2.1** It is Canada's intention to issue as many standing offers as required.

If more than two (2) responsive offers have been received, the Standing Offers will be issued as follows:

- (a) the first Standing Offer authorized for use, will be issued to the responsive Offeror whose total evaluated offer price is the lowest.
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror who has the second lowest evaluated offer price.
- (c) the third Standing Offer authorized for use, will be issued to the responsive Offeror who has the third lowest evaluated offer price.

If more than three responsive Offers are received, SOA's will continue to be issued as identified above.

- 2.2** Funding of SOAs - As different establishments offer different capacities, funding will be distributed based on capacity among successful offerors.

Example:

If the total rooms available is 250 then if your establishment has 40 rooms then your SOA will be funded as follows:

$40/250 \times 100 = 16\%$ of the total estimated value

Bidders are to identify total capacity so as to determine total available capacity as well as their portion of the total available capacity.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Issuance of a Standing Offer

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

1.1 Federal Contractors Program - Certification - \$200,000 or more

- 1.1.1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 1.1.2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

(<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>)

1.1.3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.
(<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>)

1.2 Former Public Servant Certification

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

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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

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

1.3 Canadian Content Certification

1.3.1. SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition

1.3.2 Canadian Content Certification - M3055T

This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER**1. Offer**

- 1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: Sept. 1 to Nov 30;
- 2nd quarter: Dec. 1 to Feb 28;
- 3rd quarter: March 1 to May 31;
- 4th quarter: June 1 to Aug 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Standing Offer**3.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from September 1, 2012 to December 31, 2013.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two 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 at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Elaine Barton
Supply Specialist
Acquisitions, Western Region
Department of Public Works and Government Services
Telus Plaza North,
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6

Telephone: (780) 497-3519
Facsimile: (780) 497-3510
E-mail address: elaine.barton@pwgsc-tpsgc.gc.ca

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

4.2 Project Authorites

(To be filled in at Standing Offer Issuance)

The Project Authorities for the Standing Offer are:

Department of National Defence
Joint Task Force North (JFTN)

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

4.3 Offeror's Representative

(To be filled in by Offeror)

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Joint Task Force North (JFTN), Yellowknife, NT.

6. Call-up Procedures

Call-ups will be issued on a right of first refusal basis. Therefore, when a requirement exists the Project Authority (PA) will first approach the lowest ranked SOA holder to determine available capacity. When there is no longer capacity at your establishment the PA will then approach the 2nd ranked offeror and continue in this manner until the complete requirement can be fulfilled.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$300,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(*to be provided upon Standing Offer issuance*)(Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Standing Offer Usage Report;

h) the Offeror's offer _____.

11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. SACC Manual Clauses

M3800C (2006-08-15), Estimates

M3050C (2008-05-12), Canadian Content Certification

13. Applicable Laws

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

14. Last Room Availability

Offerors must be able to provide accommodation on a "Last Room Availability" basis. Reservations must be accepted for any available room of the same room type for which rates have been offered. Rooms considered superior in quality, size or location (for example: Harbour View vs. City View) are not to be excluded. Similarly, separate rates will not be accepted for hotel and motel facilities that are part of the same property.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2012-03-02), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment - Limitation of Expenditure

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 of \$(as per call up document). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$(as per call up document). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. 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 75 percent committed, or
- (b) four (4) 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.

3. 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.

4.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
H1000C (2008-05-12), Single Payment

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

Solicitation No. - N° de l'invitation

W1568-13JN08/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm610

Client Ref. No. - N° de réf. du client

W1568-13JN08

File No. - N° du dossier

EDM-2-35121

CCC No./N° CCC - FMS No/ N° VME

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

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Standing Offer for certification and payment.

6. Safe, Clean and Comfortable

As a minimum, rates must be for the provision of safe, clean and comfortable accommodation.

7. SACC Manual Clauses

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

A9006C (2008-05-12), Defence Contract

G1005C (2008-05-12), Insurance

ANNEX "A" STATEMENT OF WORK

1. Background:

The Department of National Defence (DND) must provide accommodations for personnel when deployed to YELLOWKNIFE, NT during various times throughout the year. Due to the lack of military accommodations in YELLOWKNIFE, NT alternative resource is required.

2. Objective:

To establish Standing Offers for the provision of accommodation services for DND personnel within the YELLOWKNIFE, NT area from 01 September 2012 to 31 December 2013 with two additional one year option periods. There may be high use periods (during Operations, for example) that may require up to 50 bed spaces for up to 30 days. Offerors can expect up to five (5) days advance notice for individual room call ups.

3. Scope of Work:

The scope of work/provision of services is outlined with specific needs as follows:

- A. Location: The location of the establishment(s) providing the accommodations must be within the YELLOWKNIFE, NT area (preferably but not limited to, the downtown core due to possible transportation limitations).
- B. Room Configuration: The requirement is for comfortable rooms with beds (either single or multiple beds) containing washrooms. Room capacity may be increased through the use of cots (both contractor supplied and DND supplied);
- C. Duration: Each room call up will range from 1 to 30 days. There may be a requirement for as many as 50 bed spaces to support operations.
- D. Feeding: Hotel stay (and cost) for all rooms will not include feeding.
- E. Extended Checkout: If a member is due to fly out later on in the day it is requested that there be a space on the premises that can hold the member's baggage until their departure.
- F. Amenities: All amenities must be segregated from the basic room costs. This will allow for comprehensive and fair consideration.
 - (1) As a minimum the following items are expected to be included in the basic room costs:
 - (a) Telephone/cable. The provision of local telephone/basic cable is to be included within the cost formula for the room charges;
 - (b) Room Servicing (Cleaning/Maintenance). Twice weekly towel exchange and light room cleaning servicing must be provided, and therefore should be utilized as the baseline for this requirement. Bedding exchange and maintenance is required on a weekly basis only.
 - (c) Any fitness facilities (pool, gym, etc.), if available would be at no additional cost to the participants. It will be the responsibility of the user to ensure that they properly utilize the facilities.

(2) The following items are NOT expected to be included in the basic room costs:

- (a) Internet/telephone. If an occupant wishes to pay for Internet/long distance telephone calls, those services will be a separate agreement between the occupant and establishment;
 - (b) No provision is required for shampoo, conditioners, hand cream, soap, etc. (remains the responsibility of the occupant) with the exception of toilet paper and must not be included in the cost formula for the room charges;
 - (c) Complimentary Services. Complimentary services are to be removed completely to ensure costs are for the rooms alone. **Items such as free continental breakfast, discounts to other meals or services, or promotional considerations must not be included or influence the cost;**
 - (d) Damage deposit. Inclusion of damage deposit must not be included in the funding formula or contract. If damages occur the Project Authority is to be notified as soon as possible to facilitate administrative/disciplinary/recovery actions.
- G. Responsiveness: Due to the transient nature of incoming personnel the Project Authority must be able to reduce the requirement within 7 days notice of non-required rooms without any cancellation penalty.
- H. Hotel Standard: The establishment must meet normal expectations for cleanliness and comfort.
- I. Limitation of Billing: Room associated costs only will be invoiced. Check-in and out each member individually. Any charges over and above the room charges are to be fully itemized and disclosed in a timely manner to the user (occupant) and issues are to be coordinated with the Project Authority.

4. Meetings:

No meetings between potential bidder and DND are required.

5. Reports and Deliverables:

During the period where accommodations are being provided it is required that invoicing for rooms be submitted no later than 5 working days after the end of the month.

Room associated costs only will be invoiced. Any charges over and above the room charges are to be fully itemized and disclosed in a timely manner to the user (occupant). Any issues outstanding with occupants are to be coordinated with the Project Authority.

6. Government Furnished Support/Equipment/Information:

If required, JFTN may provide cots to supplement room capacity.

7. Special Considerations:

- A. Rooming list: The Project Authority will assign a Point of Contact for each exercise. Information and assignment of personnel into specific rooms will be communicated through the assigned Point of Contact and the Contractor;

- B. Special Considerations: The provider of the commercial accommodations must provide reasonable security measures on information and physical assets;
- C. Parking Considerations: The provider is to provide parking (with plug in), where reasonable, to DND at no extra cost (a minimum of 2 spaces will be required per hotel);
- D. Security Classification: All work is unclassified and the contractor will not have access to any classified information; and
- E. Disclosure of Information: Any provision of information must be for the use of tracking rooms to individuals only and must not be disclosed to any third party at any time for any reason.

ANNEX "B"

BASIS OF PAYMENT

- Rates quoted must include ALL relative costs, as per the Statement of Work and are to remain firm for the period identified.
- GST is not included and is to be shown as separate items on any resulting invoice.
- Any additional fees, (**including Tourism Levy and Destination Marketing Fee**) if applicable, must be included with the rates provided.
- Estimated usage for accommodations will be used for evaluation purposes only, actual usage may vary.

Accommodations				
Description	Est Annual Usage (Call-ups)	BASE YEAR FIRM RATE Sept. 1, 2012 to Dec. 31, 2013	OPTIONAL YEAR 1 FIRM RATE Jan. 1, 2014 to Dec. 31, 2014	OPTIONAL YEAR 2 FIRM RATE Jan. 1, 2015 to Dec. 31, 2015
Daily room rate based on single occupancy with no inclusions or added services in accordance with Annex "A" - Statement of Work.	1000 call-ups	\$_____/day	\$_____/day	\$_____/day
Weekly room rate based on single occupancy with no inclusions or added services in accordance with Annex "A" - Statement of Work.	50 call-ups	\$_____/week	\$_____/week	\$_____/week
Monthly room rate based on single occupancy with no inclusions or added services in accordance with Annex "A" - Statement of Work.	12 call-ups	\$_____/month	\$_____/month	\$_____/month

**room nights are calculated by multiplying the number of rooms by the number of nights to find the total room nights. Ex. 20 rooms x 20 nights = 400 room nights.*

Establishment Capacity = total number of rooms available = _____

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm610

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ANNEX "C" STANDING OFFER REPORTING

Each Usage Report is to be comprised of data from completed Call Ups.

The data must be submitted by email on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority at WST-PA-EDM@pwgsc-tpsgc.gc.ca.

The quarterly reporting periods are defined as follows:

1st quarter: Sept.1 to Nov 30;

2nd quarter: Dec.1 to Feb 28;

3rd quarter: March 1 to May 31;

4th quarter: June 1 to Aug 31.

The Offeror hereby offers to provide information on completed Callups as per the format below;

Supplier Name		Contact Name / Number:	
Standing Offer Number:		Period Covered	

Item No.	Call-Up/Contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

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

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE: _____

DATE: _____

ANNEX "D"

ABORIGINAL OPPORTUNITIES CONSIDERATION

The following percentage reductions in the evaluated bid price (for evaluation purpose only) allow the bidder to provide a commitment of aboriginal benefits.

(A) TLICHO LAND CLAIMS AGREEMENT

The bidder must provide proof of:

- Employing Tlicho labour;

TLICHO EMPLOYEES - Table 1

NAME & POSITION TITLE (Provide name(s) where possible)	Tlicho EMPLOYEE	NON - Tlicho EMPLOYEE

<p>Tlicho Employee Content: Tlicho employment content in carrying out the work as per Certification in Table 1. The percentages identified below relate specifically to the ratio of Tlicho employees to the Total number of employees.</p> <p>1% - 45% of Tlicho employees - 6% reduction in the evaluated offer price.(For evaluation purposes)</p> <p>46% - 90% of Tlicho employees- 8% reduction in the evaluated offer price.(For evaluation purposes)</p> <p>90 - 100% of Tlicho employees- 10% reduction in the evaluated offer price.(For evaluation purposes)</p>	% reduction
MAXIMUM TOTAL % REDUCTION AVAILABLE (5%)	
TOTAL PERCENTAGE REDUCTION (FOR EVALUATION PURPOSES ONLY)	
Evaluated Bid Price	\$ _____
(% reduction)	\$(_____)
Total Evaluated Bid Price	\$ _____

% Calculation

Total Tlicho / total employees = % of Tlicho Employees