

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**1713 Bedford Row**  
**Halifax, N.S./Halifax, (N.É.)**  
**B3J 1T3**  
**Bid Fax: (902) 496-5016**

**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**

<b>Title - Sujet</b> ROYAL INTERNATIONAL TATTOO 2013	
<b>Solicitation No. - N° de l'invitation</b> W010X-13M114/A	<b>Date</b> 2013-02-20
<b>Client Reference No. - N° de référence du client</b> W010X-13-M114	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-321-8929	
<b>File No. - N° de dossier</b> HAL-2-69314 (321)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-02</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gillis, Floyd	<b>Buyer Id - Id de l'acheteur</b> hal321
<b>Telephone No. - N° de téléphone</b> (902) 496-5566 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE FORMATION LOGISTICS, D206, 2ND FL. P.O. BOX 99000, STN FORCES HALIFAX NOVA SCOTIA B3K 5X5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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

**Issuing Office - Bureau de distribution**  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Statement of Work

The Department of National Defence as a requirement for a contract to provide accommodations and breakfast meals for Canadian Forces (CF) personal participating in the Royal Nova Scotia International Tattoo 2013. The requirement is further detailed in **ANNEX A**.

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

### 3. Debriefings

After contract award, 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 ( **2012-11-19** ) 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:** ninety (90) days

## 2. Submission of Bids

Bids 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 bid solicitation.

## 3. Enquiries - Bid Solicitation

**All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 **Nova Scotia**.

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/Management Bid** (One (1) hard copy)

**Section II:**     **Financial Bid** ( One (1) hard copy)

**Section III:**    **Certifications** (One (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

**Prices must appear in the financial bid only attached as Annex "B" - Basis of Payment. No prices must 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>). 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/Management Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements as shown at **ANNEX A** and how they will carry out the Work.

### **TECHNICAL AND MANAGEMENT PROPOSAL**

The following is a guideline only.

#### **TECHNICAL**

a) Title and Table of Contents.

b) A short introduction with a brief evaluation of the need for the project, the objectives of the proposed work, the reasons for carrying it out as a proposed and the benefits to be derived.

c) State your approach and proposed methodology to meet the requirement, the degree of success expected and any major difficulties that are anticipated. Provide sufficient detail to demonstrate your grasp of the requirement and your competence to meet it.

The proposed technical approach must be compliant with the requirements of the Statement of Work provide with the RFP. State any request for a change or deviation from the Statement of Work and any such change/deviation shall be clearly identified, substantiated and priced separately (separate page) as an Option in the price proposal. These optional changes/deviations will not be assessed.

d) List individually any subcontracts proposed, describing the work to be performed. Identify the proposed basis of selection for the subcontracts.

e) Identify specific tasks and deliverables and the proposed schedule for completion or delivery.

## **MANAGEMENT**

- a) Identify the Project Manager and personnel who will be assigned to this requirement demonstrating experience, education and qualifications. Provide resumes for key technical personnel.
- b) Describe the team, reporting structure, major subcontractors as applicable and clearly demonstrate the competence, previous experience and ability of the proposed team to complete the work.
- c) Identify how you propose to control the management of the project including subcontracts.
- d) Identify the level of effort by task for individual personnel and confirm availability. Identify the system you will use to control costs and person hours.
- e) Outline the background and experience of your organization, particularly as it related to this requirement.
- f) Identify any proprietary information which you proposed to use. Include where applicable your description of how the results of the work if successful, might be further developed or exploited commercially by your company.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment attached as **Annex B-Basis Of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable

## **Section III: Certifications**

Bidders must submit the certifications required under **Part 5**.

## **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.

### **1.2 EVALUATION CRITERIA**

Your Technical and Management proposal will be evaluated as being technically compliant or non-compliant with the Statement of Requirement, and in accordance with the mandatory criteria following. It is suggested you address the Statement of Requirement in sufficient depth in your proposal.

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Proposal submitted with restrictions, which may contain the Statement of Requirement, may be deemed non-responsive. Proposal deemed non-responsive will be given no further consideration.

### 1.3 Technical Evaluation

#### 1.3.1 Mandatory Technical Criteria

The bidder shall demonstrate that they meet the following mandatory criteria prior to the bid being given further consideration. It shall be detailed in the proposal so as to ensure that the evaluation team may adequately assess the firm's abilities. **Failure to provide the following mandatory criteria will result in your proposal being deemed non-responsive:**

**1) Facilities for accommodations must be located within a 5 (five) kilometre radius of the Halifax Metro Centre.**

### 1.4 Financial Evaluation

A0220T(2007-05-25)-Evaluation of Price

## 2. Basis of Selection

To be considered responsive a bid must meet the mandatory requirement of this solicitation. Bids not meeting the mandatory requirement of this solicitation will be given no further consideration. The lowest total estimated priced responsive bid, for the total of the current year **2013** and additional two (2) option years(**2014** and **2015**), will be recommended for award of a contract.

#### 2.1 Notes to Basis of Selection:

a) Award of multiple contracts will be based on the capacity of the lowest bid and the logistics of maintaining groups as detailed in the Statement of Requirement. Should the lowest bid not be able to accommodate all the participants, additional contracts shall be awarded to the next lowest bidders(s) until the participants are accommodated.

b).The estimated guest nights and daily parking are, at the time of solicitation, the best estimates available. Updated figures will be used subsequent to evaluation to determine actual contract award amounts

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

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 award of a contract. 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## 1. Mandatory Certifications Required Precedent to Contract Award

### 1.1 Code of Conduct and Certifications - Related documentation

**1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. \Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information

requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ( Consent to a Criminal Record Verification form- **PWGSC-TPSGC 229**)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals \aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

### 1.2 Federal Contractors Program - Certification

**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.



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.

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, and/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, and/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.

### 1.3 Former Public Servant Certification

#### 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 FPS in receipt of a pension, as applicable:

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

By providing this information, 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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 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.

#### 1.4 Status of Availability and Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every 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 an 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.

## PART 6 - RESULTING CONTRACT CLAUSES

## 1. Security Requirement

There is no security requirement associated with the requirement.

## 2. Statement of Work

The Department of National Defence as a requirement for a contract to provide accommodations and breakfast meals for Canadian Forces (CF) personal participating in the Royal Nova Scotia International Tattoo 2013. The requirement is further detailed in **ANNEX A-Statement Of Work**.

## 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>) issued by Public Works and Government Services Canada.

### 3.1 General Conditions

2010C (2012-11-19) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## 4. Term of Contract

### 4.1 Period Of Contract

The work is to be performed during the estimated period of **10 June to 09 July 2013**.

### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two(2) additional one(1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least by the dates as detailed below:

The Contractor agrees that, during the extended period for the Contract, the rates/prices will be in accordance with the provisions of the Contract.

### Option Year One (NS International Tattoo 2014)

Shall be exercised **no later than December 01, 2013** with an estimate of guest nights for planning purposes only. Changes in estimated guest nights shall be updated every month thereafter.

### **Option Year Two (NS International Tattoo 2015)**

Shall be exercised **no later than December 01, 2014** with an estimate of guest nights for planning purposes only. Changes in estimated guest nights shall be updated every month thereafter

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

**Floyd Gillis**  
**Supply Officer**  
**Atlantic Region Acquisitions/Région de l'Atlantique Acquisitions**  
**Telephone | Téléphone: 902.496.5566**  
**Facsimile | Télécopier: 902.496.5016**  
**floyd.gillis@pwgsc-tpsgc.gc.ca**  
**1713 Bedford Row, Halifax, NS B3J 3C9**  
**1713 Bedford Row, Halifax (N.É.), B3J 3C9**  
**Government of Canada | Gouvernement du Canada**

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 ANNOUNCED AT CONTRACT AWARD.**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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 COMPLETED BY BIDDER)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

### 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$: **To be announced at contract award** . Customs duties are **excluded** 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.

### 6.3 SACC Manual Clauses

H1000C (2008-05-12) Single Payment

## 7. Invoicing Instructions

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);

b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);

c. deduction for holdback, if applicable;

d. the extension of the totals, if applicable; and

e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with 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.

## 9. Applicable Laws

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

## 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 **2010C (2012-11-19)** - Services (Medium Complexity) apply to and form part of the Contract

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- (c) **Annex A**, Statement of Work;
- (d) **Annex B**, Basis of Payment
- (e) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses

G1005C (2008-05-12) Insurance

**ANNEX A**  
**STATEMENT OF WORK**  
**Tattoo 2013 Accommodations Requirement**

1. The following is a list of specifications for accommodations (bed and breakfast) for Canadian Forces (CF) Tattoo personnel participating in the Royal Nova Scotia International Tattoo (RNSIT) in the summer of **2013**. The requirement includes options to renew for the summers of **2014** and **2015**.

**2. Accommodation Requirement**

a. Rooms

(1) Rooms can be either single or double occupancy, each having a single bed or beds, a desk, a desk chair, curtains, a closet and lamp(s). Double occupancy rooms shall have two (2) beds and must be of sufficient size to comfortably accommodate two (2) guests.

(2) The Contractor shall provide office space near the accommodations allocated to CF Tattoo residents two days prior to their arrival. The space shall be provided at no additional cost and will be used by MARLANT Tattoo Accommodations personnel until the final CF Tattoo resident departure. MARLANT Tattoo Accommodations personnel will be available either on site or by cell phone/pager 24 hours a day. They will maintain a complete rooming list in conjunction with the University and will keep the list updated as changes occur.

(3) All rooms (accommodations and lounges) must be in a good state of repair (screens, paintwork, security locks, tiles, carpets, furniture, windows, patios, etc.).

b. Housekeeping

(1) All rooms are to be inspected by the MARLANT Tattoo Logistics Coordinator or the MARLANT Tattoo Accommodations Supervisor prior to occupation by CF Tattoo residents.

(2) Upon arrival, the Contractor will be responsible for issuing an information sheet to CF Tattoo residents. The sheet will outline policies regarding smoking, alcohol consumption, fire alarms, damages to facilities, payment of ticket/fines, etc.

(3) The Contractor will be responsible for issuing keys, linen, towels, parking passes, etc., to CF Tattoo residents upon arrival. All CF Tattoo residents will sign a room inventory sheet (example attached) confirming they personally are responsible for any damage incurred by them and acknowledging responsibility for returning all issued items in good condition upon departure to the issuing location or as otherwise arranged.

(4) CF Tattoo residents will be responsible for their individual bedroom cleanliness including the making of beds.

(5) CF Tattoo residents will be responsible for daily removal of garbage from their room for placement in a central area designated by the Contractor on each floor for garbage drop off.

(6) The Contractor will be responsible for the daily cleaning of all public washroom facilities, lounges and common areas.



(7) The MARLANT Tattoo Logistics Coordinator or an appointed representative will be authorized to carry out random hygiene and contract specification inspections throughout the contract period.

(8) Upon departure, the Contractor will be responsible for ensuring the return of all items from CF Tattoo residents. Items missing from the signed inventory sheet and/or any damages, uncollected fines, parking tickets, etc., not resolved with those CF Tattoo residents responsible are to be reported to the MARLANT Logistics Coordinator in writing within 24 hours after departure.

(9) Failure to report missing items and/or unresolved issues within 24 hours will relieve the CF and/or CF Tattoo residents of any responsibility for the damaged or missing items or unpaid charges.

c. Other Facilities/Equipment

(1) An acceptable source of physical fitness facilities, in close proximity to the accommodations, shall be available to all CF Tattoo residents (i.e., safe running area, exercise area and equipment, swimming pool, etc.)

(2) An adequate supply of irons and ironing boards (preferable ratio to be one (1) iron/one (1) ironing board for every ten (10) residents) is to be supplied by the Contractor for use by CF Tattoo residents for the upkeep of uniforms.

(3) At least one appropriately sized rehearsal room (minimum 1200 square feet) must be available for bands to practice. The room should be either sound proof or located away from any area requiring quiet. The room need not be in an accommodation building but must be close.

(4) Common lounge(s), each equipped with cable television and chairs/sofas, must be available for CF Tattoo residents. The number of lounges must be sufficient to accommodate all CF Tattoo residents. The allocation of lounges needs to take into consideration the age differences between various CF Tattoo groups, i.e., adult versus cadet groups. There must be at least one lounge to accommodate a minimum of 50 cadets.

d. Transportation

(1) In order to reduce transportation costs, accommodations must be within a five (5)-kilometre radius of the Halifax Metro Centre and in as few locations as possible.

(2) There must be a designated area for CF Tattoo buses to drop off and pick up CF Tattoo residents. The area must be in accordance with HRM traffic laws and it must be readily accessible to the accommodations.

(3) CF Tattoo group coordinators and key staff are assigned rental vehicles in order to conduct a variety of essential Tattoo business. It is therefore requested that the Contractor provide up to a total number of 15 dedicated parking spaces for use by these personnel at normal daily rate charged to the Department of National Defence (DND). The MARLANT Tattoo Logistics Coordinator will confirm the actual number of spaces required prior to arrival of CF Tattoo groups.

(4) Private motor vehicle parking will be available for CF Tattoo residents and billed to the individual owners.

### 3. Administration of Accommodations

(1) The Contractor shall be provided the names of group coordinators and their contact information at least one month prior to the arrival of CF Tattoo residents. The Contractor shall be required to contact the group coordinators directly to determine bed allocations. The Contractor shall confirm that the number of residents allocated by each group coordinator coincides with the group numbers provided by the MARLANT Tattoo Logistics Coordinator. The Contractor shall inform the MARLANT Tattoo Logistics Coordinator of any discrepancies prior to the group arriving. The Contractor shall also provide a final bed allocation list for each group indicating room numbers, and the names of the individuals in each room. As a general rule, groups must be housed together. One or more groups may be combined on the same floor to fill available facilities. Individuals from different groups shall not be housed in the same room.

(2) Unforeseen changes such as fluctuations in group numbers, schedule changes, special meals, etc., shall be reviewed by the MARLANT Logistics Coordinator and the Contractor every 30 days. The Contractor shall be flexible and allow amendments to numbers of residents, arrival and departure dates and unforeseen last minute room changes.

(3) Once CF Tattoo residents have arrived, any changes to room allocations, etc., must be authorized/verified by the MARLANT Tattoo Logistics Coordinator prior to occurring.

### 4. Food Services Requirement

(1) The following meal types and number of food items and prepared dishes will be provided at the Breakfast meal:

- a. citrus fruit and fruit/vegetable juice;
- b. cereal – one cooked and three ready-to-eat;
- c. at least one style of eggs and one breakfast item (e.g., pancakes);
- d. one kind of breakfast meat and cheese or yogurt;
- e. one kind of vegetable (e.g., baked beans, fried potato);
- f. one freshly baked product;
- g. bread and rolls; and
- h. hot and cold beverages including milk.

(2) The dining area designated for CF Tattoo residents shall be near the CF Tattoo accommodation area. Hours of operation and location shall not be changed without the prior approval of the MARLANT Tattoo Logistics Coordinator.

(3) During the Tattoo's rehearsal period, on dates specified by the MARLANT Tattoo Logistics Coordinator, daily meal hours will be as follows:

**Breakfast: 7:00 am to 8:30 am**

(4) Once rehearsals have ended and the Tattoo production starts and until the final CF Tattoo resident departs, meal hours will be amended to the following:

**Breakfast: 8:00 am to 10:00 am**

(5) Meal hours also include a flex period of one-half hour on either side of the meal. The MARLANT Tattoo Logistics Coordinator will notify the University's Food Service Operation Manager 24 hours in advance when the flex period is required and for which group(s).

## 5. **Administration of Food Services**

(1) CF Tattoo residents will require a daily breakfast meal. Access to lunch and dinner meals by CF Tattoo residents is desirable.

## 6. **Accommodation Forecast**

(1) The Tattoo will be presented from 30 June to 8 July in the year **2013**. Dates for **2014** and **2015** will be confirmed on the same deadline date of 1 December for each year's written notification of MARLANT's desire to extend the period of the contract.

(2) Rehearsals normally begin on or about 20 June, however, some personnel are required prior to that time; therefore, **rooms shall be available from 10 June**. Departure is normally the day following the final performance.

(3) The MARLANT Tattoo Logistics Coordinator will provide an initial estimate of the CF's accommodation requirement for the next year's Tattoo by mid December. The estimate will be reviewed and updated at minimum, once per month with a final estimate provided no later than 30 days before arrival. The initial estimate, and each monthly update, will include group numbers plus approximate arrival and departure dates for each individual MARLANT unit and/or group.

(4) The estimated maximum number of guest nights per year would be 4600 (200 guests x 23 nights) and the estimated minimum number of guest nights per year would be 2300 (100 guests x 23 nights).

## 7. **Contractor's Point of Contact**

The Contractor will designate an overall point of contact for contract related issues. It is understood that separate points of contact will also be designated for the administration of the contract in individual accommodations and service outlets.

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## **ANNEX B** **BASIS OF PAYMENT**

Bids will be evaluated on the total aggregate price based on the total estimates usage figures provided in **Annex B** herein.

The responsive bidder with the **lowest total overall evaluated price** at **Table 2** will be recommended for contract award.

**Evaluation of Price:** The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax are extra, if applicable.

**\*NOTE: Bidders must complete all tables shown below at ANNEX B to be considered for evaluation.**

The totals entered at **Table 2** are the combined totals of each of the requirements (1and 2)shown at **Table 1**.

All dollar values **shall not include HST**

**In the event of any discrepancies regarding pricing, the unit prices shall prevail.**

**“PER NIGHT/PER GUEST”** pricing **SHALL** be provided in the following format shown at **Table 1**. Failure to provide pricing in the following format will deem the bid to be non-responsive:

**Table 1:**

Description	YEAR 2013  A	Option YEAR 2014  B	Option YEAR 2015  C
<b>1.0</b> Accommodation (bed and breakfast), PER NIGHT/PER GUEST: <b>For up to 2000 guest nights:</b>	\$ _____	\$ _____	\$ _____
<b>1.1.</b> Accommodation (bed and breakfast), PER NIGHT/PER GUEST: <b>For up to 1000 guest night in addition to 2000 guest night</b>	\$ _____	\$ _____	\$ _____
<b>1.2.</b> Accommodation (bed and breakfast), PER NIGHT/PER GUEST: <b>For up to 1000 guest nights in addition to 3000 guest nights</b>	\$ _____	\$ _____	\$ _____
<b>1.3</b> Accommodation (bed and breakfast), PER NIGHT/PER GUEST: <b>For up to 1000 guest nights in addition to 4000 guest nights</b>	\$ _____	\$ _____	\$ _____
<b>2.0</b> Daily Parking Permits for an <u>estimated</u> 25 days.	\$ _____/Day	\$ _____/Day	\$ _____/Day

**Note:** The estimated quantities entered in **Table 1** for each requirement in **Years 1, 2 and 3** are **estimates only** and are not meant to infer that those quantities will be utilized **or**, that they will not be exceeded.

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**Table 2 (Totals from Table 1 for evaluation purposes)**

Description	Total: Year 2013	Total: Option Year 2014	Total: Option Year 2015	Extended Total (A+B+C)
	A	B	C	D
Accommodations (bed and breakfast) + Daily Parking.	\$ _____	\$ _____	\$ _____	\$ _____

**Total for evaluation purposes (Less HST)**

\$ \_\_\_\_\_