File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Buyer ID - Id de l'acheteur

REQUEST FOR PROPOSAL (RFP)

ACCOMMODATIONS IN PRESTWICK, UK, IN SUPPORT OF CANADIAN ARMED FORCES

for the DEPARTMENT OF NATIONAL DEFENCE (DND)

Bid Solicitation Number: W8484-230449

Submit Proposals by email to Adele van der Starren

Email to:

DMajProc7Bids.DAchatsImp7Soumissions@forces.gc.ca

(DND will confirm receipt of proposal)

Submit Inquiries by email to DMajProc7Bids.DAchatsImp7Soumissions@forces.gc.ca

RFP Closing Time and Date: 8 June 2023 at 11am EDT

(All proposals must be received by DND by the RFP Closing Time and Date)

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

TABLE OF CONTENTS

PART	1 - GENERAL INFORMATION	3
1.1 1.2	SECURITY REQUIREMENTSSTATEMENT OF WORK	3
1.3	DEBRIEFINGS	3
PART	2 - BIDDER INSTRUCTIONS	3
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	
2.5	APPLICABLE LAWSBID CHALLENGE AND RECOURSE MECHANISMS	
2.6		
PART	3 - BID PREPARATION INSTRUCTIONS	5
3.1	BID PREPARATION INSTRUCTIONS	5
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1	EVALUATION PROCEDURES	6
4.2	BASIS OF SELECTION	8
PART	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1		
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	8
PART	6 - RESULTING CONTRACT CLAUSES	10
6.1	SECURITY REQUIREMENTS	
6.2	STATEMENT OF WORK	
6.3	STANDARD CLAUSES AND CONDITIONS	
6.4 6.5	TERM OF CONTRACT	
6.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
6.7	PAYMENT	
6.8	INVOICING INSTRUCTIONS	
6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	
	APPLICABLE LAWS PRIORITY OF DOCUMENTS	
	DEFENCE CONTRACT	
	DISPUTE RESOLUTION	
	VAT EXEMPTION	
ANNE	X "A" STATEMENT OF WORK	15
ANNE	X "B" BASIS OF PAYMENT	18
ΔΝΝΕ	X "C" TO PART 3 OF THE BID SOLICITATION	22

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

This requirement is Unclassified and there is no security associated with this requirement.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

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

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Former Public Servant

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

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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

Definitions

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

- a. an individual;
- 2. an individual who has incorporated;
- 3. a partnership made of former public servants; or
- 4. 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 <u>Public Service Superannuation</u>

<u>Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u>

<u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u>

<u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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;
- 2. 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: 2019-01 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;
- 2. conditions of the lump sum payment incentive;
- 3. date of termination of employment;
- 4. amount of lump sum payment;

Amd. No. - N° de la modif. File No. - N° du dossier Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

- 5. rate of pay on which lump sum payment is based;
- 6. period of lump sum payment including start date, end date and number of weeks;
- 7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separate sections.

The bid must be gathered per section and separated as follows:

 $\begin{tabular}{ll} Solicitation No. - N^\circ de l'invitation \\ W8484-230449 \\ Client Ref. No. - N^\circ de réf. du client \\ W8484-230449 \\ \end{tabular}$

Amd. No. - N° de la modif. File No. - N° du dossier Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

Section I: Technical Bid: one (1) soft copy by email;

Section II: Financial Bid: one (1) soft copy by email; and

Section III: Certifications: one (1) soft copy by email.

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Unit Price: The firm unit price must be quoted in British Pounds Sterling (GBP).

3.1.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

CCC No./N° CCC - FMS No./N° VME

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bids not meeting these mandatory technical criteria will be declared non-responsive:

MT1	The Contractor must provide rooms in accordance with the number, types and dates as outlined in Annex A SOW, Table 2.1 and defined in Annex A SOW, Para 2.2
MT2	The Contractor must provide parking in accordance with the number and dates as outlined in Annex A SOW, Table 2.1
МТ3	The Bidder must clearly demonstrate that its proposed accommodations are located no more than 15 miles or 21 kilometers radius from Prestwick Aviation Services, McIntyre Ave, Prestwick KA9 2PL, United Kingdom.
	In order to meet this requirement, the Bidder must provide a map that demonstrates that the accommodations are located no more than 15 miles or 21 kilometers radius of Prestwick Aviation Services, McIntyre Ave, Prestwick KA9 2PL, United Kingdom.
MT 4	The Bidder must clearly demonstrate that it is capable of providing laundry services.
	In order to meet this requirement, the Bidder must provide a detailed description of its laundry capabilities.
MT 5	The bidder must clearly demonstrate that its proposed facility offers all of the following for each room:
	i. A double bed or larger with clean comfortable bedding and clean mattress. A sofa bed or cot will not be acceptable;
	ii. A private full bathroom with a minimum of a toilet, sink and shower; and iii. Each person must have their own key to the room.
	In order to meet this requirement, the Bidder must provide a brochure or detailed description.
MT 6	The bidder must clearly demonstrate that the kitchen is fully furnished, including but not limited to:
	i. sufficient cutlery and dishes for at least 2 per room (to allow for dirty dishes or multiple utensils per meal),
	ii. sufficient food preparation utensils and dishes, pots and pans, iii. and common small appliances (toaster, microwave, kettle, coffee maker, etc.);
	In order to meet this requirement, the Bidder must provide a brochure or detailed description of kitchen facilities.
MT 7	The bidder must clearly demonstrate that the kitchen is located indoors in a permanent structure, within the same building, complex or facility as the accommodations.
	In order to meet this requirement, the Bidder must provide a brochure or detailed description of the kitchen location.
MT 8	The Bidder must clearly demonstrate that it can provide car parking with 24/7 access for a minimum of 15 vehicles. The Bidder must provide parking in accordance with the number and dates as outlined in Annex A SOW, Table 2.1
	In order to meet this requirement, the Bidder must provide a brochure or detailed description of the parking facility or lot.

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

MF1	The Contractor must provide all of the financial information requested in Annex B Basis of Payment. Any rates not provided will be treated as though that particular portion of the required service is not being provided by the Contractor for technical evaluation purposes.
MF2	The financial bid must be in GBP.

The price of the bid will be evaluated in GBP's, exempted of taxes. The total overall cost will be evaluated, which includes the cost of accommodations and parking for the initial period, option periods, additional option rooms.

4.2 Basis of Selection

4.2.1 SACC Manual Clause A0069T (2007-05-25), 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.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

Amd. No. - \mbox{N}° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Supplier Certification Attestation

If a bidder is not the direct service provider, by submitting a bid the bidder certifies that the service provider has been contacted and has availability to provide the services offered as per the SOW at Annex A.

As outlined in article 16 entitled conduct of evaluation as part of the standard instructions, the bidder acknowledges that Canada may contact the service provider to confirm their availability prior to contract award. To facilitate the verification the bidder is requested to provide contact information for the proposed service provider.

Name:	
Telephone:	
Email:	

5.3. Mandatory Facility Check

By submitting a bid, the Bidder certifies that the Bidder or a representative from the Bidders proposed facility will be available for the evaluation team to conduct a mandatory facility check precedent to Contract Award. Bidders will be given up to two (2) calendar days' notice to schedule the facility checks.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2010C (</u>2022-12-01), <u>General Conditions - Services (Medium Complexity)</u> apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of the Contract to 30 September 2023, inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional six (6) month 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 15 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 Termination on Thirty Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Adèle van der Starren Title: Procurement Officer Department of National Defence

Directorate: DSPCOS 6-3-5

Address: 101 Colonel By Drive Ottawa, Ontario K1A 0K2

Telephone: 613-219-0786

E-mail address: adele.vanderstarren@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

(to be entered in at contract award)

The Technical Authority for the Contract is:

Name: Title: Organization: Address: Email Address: Telephone: Facsimile:

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

(to be entered in at contract award)

The Contractor will provide the following contact information for a representative to be specified in the resulting Contract.

The Contractor's Representa	ative is:
Name:	
Γitle:	
Telephone:	
E-mail address:	

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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

6.7.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

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

6.7.3 H1008C (2008-05-12) Terms of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.7.4 Electronic Payment of Invoices – Contract

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

(to be inserted at contract award)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

- 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. One (1) copy of any invoice submitted must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

File No - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions the general conditions 2010C (2022-12-01);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment
- (e) Annex C to Part 3 of the Bid Solicitation
- (f) the Contractor's bid dated _______ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on ______" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)) including its Inuit Benefits Plan. (if applicable).

6.12 Defence Contract

SACC Manual clause A9006C 2012-07-16 Defence Contract

6.13 Dispute Resolution

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

 $\label{eq:continuous} \begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ W8484-230449 \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ W8484-230449 \end{array}$

Amd. No. - N° de la modif. File No. - N° du dossier Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

6.14 VAT Exemption

Where Canadian Military personnel are exempted from VAT or other local Taxes, the CONTRACTOR shall be responsible to research, implement and comply with VAT-Free Package (or other applicable local tax) submissions to the appropriate authorities.

The CONTRACTOR is expected to provide the Department of National Defense/Canadian Forces with information on the applicable national VAT-Free (or other local tax) exemption procedure.

Buyer ID - Id de l'acheteur

File No. - N° du dossier CCC No./N° CCC - FMS No./N° VME

ANNEX "A" STATEMENT OF WORK

1. SCOPE

1.1. Purpose

The purpose of this Statement of Work (SOW) is to obtain accommodations in the vicinity of Prestwick, United Kingdom, in support of the Canadian Armed Forces (CAF).

1.2. Background

The CAF is conducting operations from the southwest of Scotland. The CAF will require contracted support for accommodations including cleaning services, laundry facilities (at no extra charge), parking, and property maintenance.

1.3. Terminology

- 1.3.1. Single Occupancy: A single occupancy room means at least one bed and is intended for one individual. Each bed must be a double bed or larger.
- 1.3.2. Incidentals are defined as:
 - a. Telephone charges;
 - b. Food and beverage charges;
 - c. Minibar charges;
 - d. Pay per view/television pay program;
 - e. Charges for damages; and
 - f. Other incidentals that a CAF member can personally incur.
- 1.3.3. Accommodations: A fully furnished facility with at least one single occupancy room, as well as a bathroom, fully equipped kitchen with full-size appliances.

2. REQUIREMENTS

2.1. Tasks

The Contractor must provide facility services including laundry facilities (at no extra charge), parking, and property maintenance for the period of 1 July 2023 to 30 September 2023. The contractor must also provide these services for up to two (2) six-month (6) option periods at the discretion of the CAF and upon authorization from the Contracting Authority (CA).

The table below can assist the contractor in scoping the size of the contractual requirements.

Table 2.1

Date Check in	Date Check out	Number of Rooms	Type of Unit Occupancy	Number of Nights	Parking
1 July 2023	30 September 2023	60	Single Occupancy rooms within single or multi-room complex	92	Minimum of 15 Parking Spaces

CCC No./N° CCC - FMS No./N° VME

Additional Option Rooms

Date Check in	Date Check out	Number of Rooms	Type of Unit Occupancy	Number of Nights	Parking
1 July 2023	30 September 2023	<u>Up to</u> 12	Single Occupancy rooms within single or multi-room complex	92	Minimum of 2 additional Parking Spaces

The CAF may from time to time, pending availability, make alterations to the quantity of number of rooms required at the contracted rate. The contractor will be notified as soon as possible by the CAF CA should requirements change.

2.2. Technical Requirements

The Contractor must provide with the following minimum requirements for accommodations. Those that exceed these requirements will be considered:

- 2.2.1. Single occupancy rooms must be equipped with one (1) double bed or larger. A sofa bed or cot will not be acceptable;
- 2.2.2. General cleaning services including linen exchange (bedding and towels) must be performed at least once a week at a minimum:
- 2.2.3. Kitchen must be fully furnished, including but not limited to, sufficient cutlery and dishes for at least 2 per room(to allow for dirty dishes or multiple utensils per meal), sufficient food preparation utensils and dishes, pots and pans, and common small appliances (toaster, microwave, kettle, and coffee maker..);
- 2.2.4. Kitchen must be located indoors in a permanent structure, within the same building, complex or facility as the accommodations;
- 2.2.5. Kitchen appliances must include a refrigerator, freezer, oven, range and washing facilities;
- 2.2.6. Private full bathroom with minimum of a toilet, sink and shower;
- 2.2.7. Accommodations and any common areas must have reliable Wi-Fi at no additional cost;
- 2.2.8. Accommodations must be non-smoking;
- 2.2.9. Accommodations must meet the local government's standards for hygiene and sanitation;
- 2.2.10. On-site laundry capabilities with 24/7 access;
- 2.2.11. Car parking with 24/7 access for 15 parking spaces. This will be included in the scope of services of the contract and included in the Basis of Payment;
- 2.2.12. Accommodations may be composed of one or more single-occupancy rooms that share a common area within a multi-room complex;
- 2.2.13. Accommodations must be able to provide all rooms within the same building, facility, or housing block: for example, a co-located facility connected by hallways, main lobby, or property grounds;
- 2.2.14. Any lawn or other property maintenance requirements must be the sole responsibility of the contractor;

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

File No. - N° du dossier CCC No./N° CCC - FMS No./N° VME

- 2.2.15. Accommodations must be within a 15 miles or 21 kilometers radius from Prestwick Aviation Services, McIntyre Ave, KA9 2PL, United Kingdom;
- 2.2.16. Accommodations must include a form of controlled access to common and private living facilities occupied by CAF members.

2.3 Contractor Responsibilities

2.3.1 Contractor must provide all the technical requirements 2.2 for the duration of the contract dates.

2.4 CAF Responsibilities

- 2.4.1 The CAF may assign a Point of Contact (POC) to assist additional administrative requirements, such as requesting maintenance or additional cleaning services.
- 2.4.2 The CAF will advise the Contractor immediately upon discovery of any damages to the accommodations. Individuals found responsible for damage caused to accommodations will be responsible to pay the charges. All charges for damages will not form part of this contract and will be settled outside of this contract.

2.5 Incidental Charges

2.5.1 Incidental charges incurred by personnel must be dealt with separately from the Contract. Examples of incidental charges that would not be covered by this Contract include but are not limited to items in paragraph 1.3.2.

2.6 Constraints

2.6.1 The Contractor must ensure that CAF personnel are not relocated to another room during their stay unless it becomes necessary because of a maintenance issue, or unless it is requested by the CAF.

3. Deliverables

3.1 The Contractor must provide the services detailed in SOW para 2.1, 2.2 and 2.3 and 2.6.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX "B" Basis of Payment

- 1. The Bidder must provide accommodations services in accordance with Annex A Statement of Work.
- 2. Basis of payment will be firm fixed rate for the duration of the contract.
- 3. All prices are in GBP, without Value Added Tax (VAT)
- 4. Canada is exempt from any VAT in accordance with the Supplemental Agreement to the NATO-Status of Forces Agreement, Art. 67, Sec. 3.

ACCOMMODATIONS	
Name of Facility:	
Initial contract period:	

			# of Nights	Single Occup	ancy	Total cost
	Check in	Check out	(A)	Nightly Price (B)	# of Rooms (C)	(A*B*C)
	1 July 2023	30 September 2023	92		60	

Option Extension periods 1-2:

			# of Nights (A)	# of Nights		Total cost
	Check in	Check out		Nightly Price (B)	# of Rooms (C)	(A*B*C)
Option Period 1	1 October 2023	31 March 2024	182		60	
Option Period 2	1 April 2024	30 September 2024	182		60	

 $\label{eq:continuous} \begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ W8484-230449 \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ W8484-230449 \end{array}$

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

Option Additional Rooms:

			# of Nights (A)	Single Occupancy		Total cost
	Check in	Check out		Nightly Price (B)	# of Rooms (C)	(A*B*C)
Initial Contract Period	1 July 2023	30 September 2023	92		12	
Option Period 1	1 October 2023	31 March 2024	182		12	
Option Period 2	1 April 2024	30 September 2024	182		12	

Total Cost Accommodations (initial period 1 July – 30 September 2023):	
Total Cost Accommodations (all option periods 1 October 2023 – 30 September 2024):	_
Total Cost Accommodations (all 12 option rooms 1 July 2023 – 30 September 2024):	

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

Name of Facility	' :
------------------	------------

Initial contract period:

	ı	Parking Rates			
Date	Requirement	Daily Rate per vehicle (A)	Quantity (B)	Number of days (C)	Total cost for parking (A*B*C)
1 July 2023	30 Sept, 2023		15	92	

Option periods 1-2

Parking Rates						
			Number			Total cost
	Start Date End Date	of days (A)	Daily Price (B)	Number of Parking Spaces (C)	(A*B*C)	
Option Period 1	1 October 2023	31 March 2024	182		15	
Option Period 2	1 April 2024	30 September 2024	182		15	

Optional Additional Spaces:

			Number of days (A)			Total cost
Start Date	End Date	Daily Price (B)		Number of Parking Spaces (C)	(A*B*C)	
Initial Contract Period	1 July 2023	30 September 2023	92		2	
Option Period 1	1 October 2023	31 March 2024	182		2	
Option Period 2	1 April 2024	30 September 2024	182		2	

Total Cost Parking (initial period 1 July 1 30 September 2023):	_
Total Cost Parking (all option periods 1 October 2023 – 30 September 2024): _	
Total Cost Parking (all 12 option rooms 1 July 2023 – 30 September 2024):	

 $\label{eq:continuous} \begin{array}{l} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ W8484-230449 \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ W8484-230449 \end{array}$

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

TOTAL OVERALL COST:

Total Cost Accommodations:	
Total Cost Parking:	
Total Overall cost:	

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder acce	pts any of the following Electronic Payment Instrument(s):
() V	/ISA Acquisition Card;
() N	MasterCard Acquisition Card;
() [Direct Deposit (Domestic and International);
()E	Electronic Data Interchange (EDI);
() V	Vire Transfer (International Only);
() L	arge Value Transfer System (LVTS) (Over \$25M)