



 <b>Public Works and Government Services Canada</b>		<b>Travaux publics et Services gouvernementaux Canada</b>		<b>Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions</b>	
<b>Destination Code - Code destinataire</b>	<b>Destination Address - Adresse de la destination</b>		<b>Invoice Code - Code bur.-comptable</b>	<b>Invoice Address - Adresse de facturation</b>	
D - 1	SEE HEREIN		I - 1	SEE HEREIN	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	2013 ACCOMODATION DIRECTORY - REGU LAR MARKETS PROVISION OF A SELECTION OF ACCOMODATION PROPERTIES FOR PUBLIC SERVANTS TRAVELING ON GOVERNMENT BUSINESS IN CANADA , THE UNITED STATES AND OTHER COUNTRIES AROUND THE WORLD . • FINANCIAL CODES: TO BE PROVIDED AT TIME OF CALL-UP	D - 1	I - 1	1	Each	\$	\$	See Herein	

## REQUEST FOR STANDING OFFER

### GOVERNMENT OF CANADA ACCOMMODATION PROGRAM FOR ALL EMPLOYEES - REGULAR MARKETS

**IMPORTANT:** This Request for Standing Offer (RFSO) #E60LP-120002/0003/0004 is for offerors located OUTSIDE the geographic zones identified as "Select Markets" (as described below). Canadian properties located inside the "Select Markets" must complete a different RFSO package (#E60LP-120001). To obtain a copy of this package, please contact Rachelle McIntyre at [rachelle.mcintyre@tpsgc-pwgsc.gc.ca](mailto:rachelle.mcintyre@tpsgc-pwgsc.gc.ca) or by fax at 819-956-4944.

Offerors that do not respond to the correct RFSO will have their offer considered non-responsive and given no further consideration.

#### Select Markets (NOT COVERED BY THIS RFSO)

**Ottawa/Gatineau downtown** Ottawa - On any of the following roads as they connect as follows, or inside the boundary of: Wellington Street - Rideau St. - Dalhousie St. - York St. - King Edward Ave. - Mann Ave. - across the Rideau Canal - McLeod St. - Bronson Ave. Gatineau - On

any of the following roads as they connect as follows, or inside the boundary of: Laurier St. - Alexandre Taché Blvd. - Montcalm St. - Papineau St. - St. Rédempteur St. - Sacré-Coeur Blvd.

**Toronto downtown** On any of the following roads as they connect as follows, or inside the boundary of: From Lake Ontario, Lower Jarvis St. - Jarvis St. - Bloor St. East - Bloor St. West - Spadina Ave. to Lake Ontario and along waterfront back to Lower Jarvis St.

**Halifax downtown** On any of the following roads as they connect as follows, or inside the boundary of: Cogswell St. - Robie St. - South St. - Barrington St. - Hollis St. - Terminal Rd. - Lower Water St. - Upper Water St. - Barrington St.

**Edmonton downtown** On any of the following roads as they connect as follows, or inside the boundary of: 104 Ave. - 103A Ave. NW - 97 St. NW - Jasper Ave. NW - 101 Ave. NW - Grierson HI NW - Rosedale Rd. NW - 97 Ave. NW - 109 St. NW.

**Vancouver downtown** On any of the following roads as they connect as follows, or inside the boundary of: Denman St. - Beach Ave. - Pacific St. - Pacific Blvd. - Abbott St. to Burrard Inlet and along waterfront back to Denman St.

**Montreal downtown** On any of the following roads as they connect as follows, or inside the boundary of: Sherbrooke St. E. - St-Denis St. - Bonsecours St. - de la Commune St. - Wellington St. - de la Montagne St. - Notre-Dame St. - Guy St.

**Winnipeg downtown** On any of the following roads as they connect as follows, or inside the boundary of: Red River at McDermot Ave. - Donald St. - Ellice Ave. - Balmoral St. to Assiniboine River to Red River back to McDermot Ave.

Calgary downtown On any of the following roads as they connect as follows, or inside the boundary of: Bow River at 11th St. - 10th Ave. - Macleod Trail to Bow River back to 11th St. St. John's downtown On any of the following roads as they connect as follows, or inside the boundary of: From the north end; Signal Hill Road - Duckworth Street - Cavendish Square - Military Road - Harvey Road - Lemarchant Road - Hamilton Avenue - Shaw Street - Topsail Road - Waterford Bridge Road - Blackhead Road - Southside Road heading north toward point of origin.

Montreal airport Within a 10-kilometre drive of the Montreal-Pierre Elliott Trudeau International Airport. (This is measured and verified using GoogleTM Maps Canada with the airport starting point of "boulevard Albert-de-niverville, Dorval.")

Toronto airport Within a 10-kilometre drive of the Lester B. Pearson International Airport. (This is measured and verified using GoogleTM Maps Canada with the airport starting point of "Silver Dart Drive, Mississauga.")

Vancouver airport Within a six- (6) kilometre drive of the Vancouver International Airport. (This is measured and verified using GoogleTM Maps Canada with the airport starting point of "Grant Mcconachie Way, Vancouver.")

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## PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven (7) parts plus 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 and the basis of selection;

Part 5 Certification: includes the certification 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.

Part 7 The Accommodation Directory: includes information relevant to the Accommodation Directory itself.

The Annexes include: Annex A - Submission Form, Annex B - Acceptance Form, Annex C - Employment Equity Form, Annex D - Identified Users and Annex E - Property Information and Rates.

For the 2013 calendar year, the solicitation for the Accommodation Directory has been divided into two RFSOs. Only one RFSO package is applicable to each offeror. It is the Offeror's responsibility to ensure that it is responding to the correct RFSO. Instructions are provided on page 2, for offerors who may have been sent the incorrect RFSO to obtain the correct package. The two RFSO's are:

- RFSO #E60LP-120002/0003/0004 is the "Regular Markets" package. It is for properties located OUTSIDE the boundaries specified on pages 2 and 3 of this RFSO.
- RFSO #E60LP-120001 is the "Select Markets" package, and is to be completed by Canadian properties located INSIDE the boundaries specified on pages 2 and 3 of this RFSO.

## 2. Summary

Canada foresees a potential need for accommodation services during the period from January 1, 2013 to December 31, 2013; the Offeror is hereby invited to provide Canada with an offer for guest rooms or similar commercial accommodation as defined in Annex E.

In order to assist our "Identified Users" in renting accommodation in the most economical manner, it is the intention of Canada to:

- (a) Solicit offers from accommodation properties in the form of daily, weekly and monthly rates for a number of different room types;
- (b) Publish the rates that meet the criteria set out in this document in the 2013 Government Accommodation Directory for use by Identified Users on official government business travel

authorized by Federal, Provincial, Territorial or other approved government organizations and paid or reimbursed from public funds in accordance with the Travel Directive.

"Identified User" or "Identified Users" includes departments, boards or agencies of the Government of Canada or Crown corporations for whom Public Works and Government Services Canada is authorized to provide services under the Department of Public Works and Government Services Act, and that is listed in "Annex D - Identified Users", attached hereto, during the term of any resulting Standing Offer. These Identified Users include organizations listed at Schedules I, I.1, II, and some at Schedule III of the Financial Administration Act, R.S.C. 1985, c.F-11. Where context warrants such an interpretation, the meaning of the term may also include an employee of an Identified User. Where the Offeror has agreed to make the rates submitted in its offer available to cost-reimbursable contractors, consultants or advisors traveling on official government business in performance of their contracts, the term Identified User(s) may also include such persons.

Employees of Identified Users, when traveling on official government business in the performance of their duties, family members of Government of Canada employees when on posting or transfer status, and cost-reimbursable contractors, consultants or advisors traveling on official government business in performance of their contracts with Identified Users, are frequently required to rent guest rooms or similar commercial accommodation.

Employees of the Provincial and Territorial Governments identified in "Annex D - Identified Users" are also considered as an "Identified User".

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

### 3. Debriefings

After issuance of a Standing Offer, offerors may request a debriefing on the results of the Request for Standing Offer. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the Request for Standing Offer 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 Acquisitions Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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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, Standards 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

## 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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to PWGSC will not be accepted.

## 3. Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 Québec.

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

Canada requests that offerors provide their offer in sections as follows:

Section I: Property Information and Rates (One (1) hard copy and one (1) soft copy on a removable medium)

(a) The offer will completely and thoroughly address each element of the requirement as enumerated in the RFSO. It is also essential that the elements contained in the offer be stated in a clear and concise manner and in the prescribed format (Annexes A and B);

Offerors will provide a comprehensive and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in this RFSO;

(b) Offerors will return the offer duly completed in accordance with the terms and conditions set out in this RFSO, either on the enclosed submission form (Annex "A") or by using the Accommodation Electronic Bidding System (AEBS) CD, returning the data on an electronic medium along with a copy of the data printout. 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.

Note: The AEBS CD is read only. This CD cannot be used to return your submission to PWGSC.

(c) Offerors will send the administration and listing fees as indicated in Part 4, section 1.1 - Mandatory Technical Criteria, with their offer.

(d) Although offerors submitting late offers will not be listed in the 2013 Government Accommodation Directory, their names will remain on the source list for future bid solicitations.

Section II: Certification (Annex C) (One (1) hard copy)

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the technical and financial evaluation criteria.

### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

To be considered responsive, an offer must meet all of the mandatory requirements of this RFSO. Offerors that submit proposals that are determined to be non-responsive will receive no further consideration, but will either have their cheque or money order returned or receive a refund, by cheque, for any payments on account of administration and listing fees that have been processed. Chains that submit offers for establishments outside Canada and that are paying the flat fee will not be reimbursed as long as at least one (1) of their establishments is accepted for inclusion in the Directory. In order to receive a refund, the Offeror must provide its Procurement Business Number (see Annex E, section 1, item 1.2).

For properties that are paying their administration and listing fees by cheque or money order, be advised that Canada will not deposit the cheque or money order until after the final approval has been received from the Treasury Board Secretariat to publish the Directory. This approval is usually received mid to late December. For this reason, each cheque or money order must have a minimum validity period of one hundred eighty (180) days.

(a) Offerors must ensure that their property is located OUTSIDE the geographic zones identified as "Select Markets". These zones are described on pages 2 and 3 of this RFSO. Offerors that do not respond to the correct RFSO will have their offer considered non-responsive and given no further consideration.

(b) (i) For Canadian properties, offerors must remit an administration and listing fee of \$175 Canadian per property with the offer and submit payment in the form of money order or cheque made payable to the "Receiver General for Canada".

(ii) For American and Foreign properties, offerors must remit an administration and listing fee of \$175 American per property with the offer. American & foreign chain properties should contact their Chain Representative in order to take advantage of a possible reduction in fees.

(a) For U.S. properties, offerors must submit payment in the form of money order, or cheque made payable to the "Receiver General for Canada".

(b) For properties in all other countries, offerors must submit payment in the form of an International US money order made payable to the "Receiver General for Canada" or in U.S

Solicitation No. - N° de l'invitation

E60LP-120003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

lp011

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

E60LP-120003

File No. - N° du dossier

lp011E60LP-120003

CCC No./N° CCC - FMS No/ N° VME

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Dollars in the form of a bank draft. All Bank draft documents must include the name of the property as well as the vendor code assigned by Public Work and Government Services Canada.

The remittance bank instructions are as follows:

Fedwire Payments:

ABA # 026009593

Bank of America, N.A.

New York, U.S.A.

Chips Payments:

ABA # 959

Bank of America, N.A.

New York, U.S.A.

UID No. 234517

SWIFT CODE: BOFAUS3N

Beneficiary Bank:

A/C No. 6550526069

Account Name:

Bank of America, N.A. Canada Branch

Foreign Currency Services

Beneficiary:

Customer #: 20379

Receiver General for Canada

Beneficiary Information:

"Optional information to inform RG of reason for payment."

Instructions for Pay Thru Bank:

"Please advise beneficiary bank via SWIFT."

By Order Of:

"Name of Originator"

Details of Charges:

"OUR"

Note: Please send a copy of your bank draft with your offer.

(iii) For chains with American properties, offerors wishing to list all participating American properties must remit a flat administration and listing fee of \$350 American.

(iv) For chains with foreign properties (outside Canada & USA), offerors wishing to list all participating foreign properties must remit a flat administration and listing fee of \$350 American.

(c) 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.

(d) The Offeror agrees to abide by all the terms and conditions listed in the RFSO.

## 1.2 Financial Evaluation

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)
- (ii) properties within the United States (USA) - \$200 American per night (all room categories);
- (iii) properties outside Canada and the USA:
  - (a) \$250 American per night or the foreign equivalent for a guest room, business class room or a bachelor/studio;
  - (b) \$300 American per night or the foreign equivalent for a one bedroom suite.

Please be advised that for establishments located outside Canada and the United States, should the rates submitted be in local currency, they will be converted to American Dollars in order to determine if they are within the maximums specified above. The exchange rate that will be used will be the closing rate from the Bank of Canada on the closing date of the submissions.

## 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with rates that do not exceed the maximum rates indicated under Part 4, section 1.2, will be recommended for issuance of a Standing Offer.

NOTE: For the Canadian and American offerors recommended for issuance of a Standing Offer, offers will be used to establish a city rate limit for each city and rate period. The city rate limit will be established to list a sufficient number of properties to meet Canada's anticipated needs at a reasonable cost.

## PART 5 - CERTIFICATION (Canadian Properties Only)

Offerors must provide the required certification to be issued a Standing Offer. Canada will declare an offer non-responsive if the required certification is not completed and submitted as requested.

Compliance with the certification that the 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 the Offerors' compliance with the certification 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. Certification Precedent to Issuance of a Standing Offer

The certification listed below should be completed and submitted with the offer, but may be submitted afterwards. If the required certification is not completed or 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 requirements within that time period will render the offer non-responsive.

#### 1.1 Federal Contractors Program (FCP) - Certification (Annex C)

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror agrees to fulfill the requirement in accordance with Part 1, Section 2 - Summary.

#### 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 Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 Offer Reporting

The Offeror must compile and maintain records on its provision of services to the federal government under contracts resulting from the Standing Offer. This data must include all accommodation costs, including purchases paid by Government of Canada Individual Designated Travel Card (IDTC). The data must be aggregated and submitted on a quarterly basis to Canada as follows:

- Report #1 - 15 days following the end of March;
- Report #2 - 15 days following the end of June;
- Report #3 - 15 days following the end of September;
- Report #4 - 15 days following the end of December.

The reports will provide, as a minimum, the following information on Government usage:

- (1) Government of Canada total number of room nights per quarter;
- (2) Government of Canada total room night revenue per quarter.

These reports must be sent to:

Public Works and Government Services Canada  
Traffic Management Directorate  
Travel Procurement Services Division  
Accommodation and Car Rental Program  
11 Laurier St., Place Du Portage  
Phase III, 7B3-38  
Gatineau, Quebec, Canada  
K1A 0S5

Attention: François Dicaire  
E-mail: francois.dicaire@tpsgc-pwgsc.gc.ca

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no services are provided during a given period, the Offeror must still provide a "NIL" report.

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Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure. A sample of the quarterly report is provided at Annex "F".

### 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 January 1, 2013 to December 31, 2013 inclusive.

### 4. Authorities

#### 4.1 Standing Offer Authority

François Dicaire  
A/Supply Specialist  
Public Works and Government Services Canada  
Traffic Management Directorate  
Travel Procurement Services Division  
Accommodation and Car Rental Program  
11 Laurier St. Place du Portage Phase III - 7B3  
Gatineau, Quebec, Canada  
K1A 0S5

Tel. No. 819-956-7764  
E-mail: francois.dicaire@tpsgc-pwgsc.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 Technical Support

For technical support, please contact:

Rachelle McIntyre  
Tel: (819) 956-3886  
E-mail: rachelle.mcintyre@tpsgc-pwgsc.gc.ca

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The person that provides technical support is responsible for technical issues that are not contractual in nature regarding the Standing Offer.

## 5. Identified Users

The list of Identified Users authorized to make call-ups against the Standing Offer is included in Annex D.

## 6. Additions to the List of Identified Users

Should Canada authorize the addition of new Identified Users to the list of Identified Users (Annex D), the Offeror hereby offers to provide the services specified herein to the employees of such new Identified Users, under the same conditions and at the rates and prices specified herein.

Any revision to the list of Identified Users (Annex D) will be authorized by the Standing Offer Authority at any time prior to the expiry of the Standing Offer and will be evidenced through the issuance of an electronic communique to the offeror. The most up-to-date copy of the Identified Users list can be found at the following address:

<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/preface-eng.aspx#users>

## 7. Call-up Procedures

### 7.1 The Identified Users will reserve their accommodations :

(i) by telephone, facsimile, e-mail, Internet and by using an automated booking tool to obtain a reservation for which a confirmation number has been provided by the Offeror, and the terms of the resulting call-up will be limited exclusively to the pertinent details of the requirements as provided by the Identified User to the Offeror.

(ii) through representatives of the Government Travel Services Contractor (travel agent), to obtain a reservation for which a confirmation number has been provided by the Offeror, and the terms of the resulting call-up will be limited exclusively to the pertinent details of the requirements as provided by the Identified User to the Offeror; or

(iii) through other travel services providers used by some of the Identified Users to obtain a reservation for which a confirmation number has been provided by the Offeror, and the terms of the resulting call-up will be limited exclusively to the pertinent details of the requirements as provided by the Identified User to the Offeror.

7.2 The Identified Users may also obtain their accommodations as a walk-in, where the Identified User will immediately obtain their accommodation on-site (if available), and the terms

of the resulting call-up will be limited exclusively to the pertinent details of the requirements as provided by the Identified User to the Offeror.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed CAD\$9,000 in Canada, USD\$9,000 in the USA, and USD\$12,000 for establishments outside Canada and the United States, excluding taxes such as but not limited to: PST, GST, HST, State Sales Tax and Occupancy Tax, if applicable.

## 9. 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.

1. the call-up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. the General Conditions - 2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services;
4. the General Conditions 2010C (2012-03-02) General Conditions - Services (Medium Complexity);
5. the Annexes D, E and F;
6. the Offeror's offer.

## 10. Certification (Canadian Properties Only)

### 10.1 Compliance

Compliance with the Certification 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 the certification or that it is determined that the 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.

## 11. Applicable Laws

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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 Québec.

## 12. Disclosure of Information

In the event of a resulting Standing Offer, the Offeror agrees to the disclosure of its unit prices, property data and services by Canada, which will include posting them in the Accommodation Directory on the Internet, and further agrees that it will have no right of claim against Canada, the Minister, the Identified User, their employees, agents or servants, or any of them, in relation to such disclosure.

## 13. Non-assignable

The Standing Offer cannot be assigned or transferred in whole or in part.

## 14. Last Room Availability (Canadian Properties Only)

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.

## 15. Statutory Holidays and Weekends

Rates will not be subject to increase at any time, such as weekends, statutory holidays or during events of a local nature such as area fairs.

## 16. Blackout Days (Canadian Properties Only)

Offerors will be permitted up to a maximum of seven (7) days per year of their choice during which they will not be obligated to provide the rates offered in the Standing Offer.

## 17. Rate Adjustments

Rates offered for the 2013 Accommodation Directory are considered maximum rates. Preferred suppliers that have been awarded a Standing Offer will have the option to reduce their rate offering during the course of calendar year 2013 as follows:

- a) Provide rates no later than January 11, 2013 for the months of February and March 2013, which are lower than the maximum rates offered in the original offer at the bid closing date.

b) Provide rates no later than February 8, 2013 for the months of April, May and June 2013, which are lower than the maximum rates offered in the original offer at the bid closing date.

c) Provide rates no later May 10, 2013 for the months of July, August and September 2013, which are lower than the maximum rates offered in the original offer at the bid closing date.

d) Provide rates no later than August 9, 2013 for the months of October, November and December 2013, which are lower than the maximum rates offered in the original offer at the bid closing date.

Preferred suppliers must provide their rate changes as described above in writing to the Standing Offer Authority mentioned in Part 6A, Article 4.1, via fax at 819-956-4944 or by email to the following address: rhelvdgt.acrdtmd@tpsgc-pwgsc.gc.ca

Under no circumstances will any rate changes be accepted other than what is specified above.

Rate adjustment requests must be sent in for each quarter. PWGSC will not change rates for quarters beyond the quarter being covered and will not keep any change requests on file for future quarters. Also, PWGSC will not send an acknowledgement of receipt unless clarifications are required regarding the rate change request.

Should a supplier lower its offering for a specific month, all existing reservations made prior to the rate modification must be adjusted to reflect the new lower rate offering. Should an Identified User be charged the inaccurate rate, this will be considered as an overcharge and the supplier will be obligated to credit the Identified User for the overcharge immediately.

## 18. Blocks of Rooms (ten (10) or more rooms)

Offerors are not obligated to abide by the Terms and Conditions of this Standing Offer when an Identified User is participating in a conference/meeting/event for which a block of ten (10) or more rooms has been set aside or is being requested.

## 19. Non-smoking and Smoking Rooms

Rates offered for any given room types are applicable for both non-smoking and smoking rooms. The Offeror cannot charge an additional fee based on the non-smoking/smoking preference of the employee/traveller.

## B. RESULTING CONTRACT CLAUSES

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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 Requirement

The Contractor must provide the services detailed 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.

## 3. Term of Contract

### 3.1 Period of Contract

The services must be rendered in accordance with the call-up against the Standing Offer.

## 4. Payment

### 4.1 Method of Payment

Upon arrival at an establishment and registering for accommodation, the establishment may request an imprint of a credit card.

For all types of reservation, under no circumstances can the establishment charge an advance payment for a reservation or an extension of a reservation.

Payments will be made upon checkout. If an Identified User has been charged with a rate that is not in accordance with the Standing Offer, the establishment must promptly refund any payment in excess of the rates quoted in the Standing Offer to the Identified User.

Upon checkout, an invoice must be submitted to the Identified User. The payment may be made by the Government of Canada Individual Designated Travel Card (IDTC), a Departmental Travel Expense Card (DTEC), a personal credit card, a debit card (Interac) or by any other means accepted by the establishment.

### 4.2 Basis of Payment and Overcharges

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In consideration of being listed in the Government of Canada Accommodation Directory, the Contractor agrees to charge no more than the rate(s) quoted for the type(s) of accommodation indicated, in accordance with the terms and conditions listed herein.

The Contractor understands that the rates charged to the Identified User will be verified after payment and agrees to promptly refund the Identified User any payment made in excess of the rates quoted in the Standing Offer.

The Contractor agrees not to use the name of Public Works and Government Services Canada in any type of advertising media for promotion of its services. The Contractor further agrees not to advertise or to promote "Government of Canada rates" where rates submitted have not been accepted for the 2013 Accommodation Directory.

The Contractor understands and agrees that failure to honour the rates, terms and conditions for the period of the Standing Offer may result in the removal of its establishment from the 2013 Accommodation Directory.

## 5. Deposits and Room Charges

5.1 Deposits or any other charges must not be debited from the Identified User's credit card until the User actually checks-out, unless the user has made a guaranteed reservation for late arrival.

5.2 If an Identified User cancels any reservation, including a guaranteed late arrival, prior to 4:00PM (local time) of the guaranteed check-in date, the Identified User will not be charged, by debit to their credit card, or any other manner.

5.3 If an Identified User makes a guaranteed reservation for late arrival and does not check in and does not cancel prior to 4:00 PM (local time) of the guaranteed check-in date, the Identified User's credit card may be debited at that time, but for no more than one night's stay at the government rate.

5.4 If an Identified User does not stay because the accommodation was not safe, clean or comfortable, the Identified User's credit card must not be debited for deposits or any other charges. It is a mandatory requirement of this Standing Offer that the accommodation provided be safe, clean and comfortable. Should the Identified User complain that a property does not meet this minimum mandatory requirement, Canada reserves the right to remove the offending property from the Directory.

5.5 Should an Identified User not stay for the full length of time they reserved, the Identified User must be charged no more than the government rate times the number of nights actually stayed. Deposits or other charges will not be debited to the Identified User's credit card for early departure.

## 6. Safe, Clean and Comfortable

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

## 7. Reservations

7.1 All confirmed reservations will be honoured. In the event that a room of the type reserved is not available at time of arrival, the property will provide an upgraded room at no additional cost. Should Canada receive a complaint from an Identified User that a property does not meet this requirement, Canada reserves the right to remove the offending property from the Directory.

7.2 Properties may, but are not obligated to, hold a room beyond 4:00 PM (your local time) of the reserved check-in date, unless the Identified User has made a guaranteed reservation for late arrival.

## 8. Loyalty Programs

Employees of the Government of Canada may join loyalty programs. However, employees will not be reimbursed should there be costs, over and above the room rates, to join loyalty programs.

## PART 7 - THE ACCOMMODATION DIRECTORY

### 1. Directory Format

1.1 The Government Accommodation Directory is comprised of three sub-directories: Canada, USA and Other Countries. Each sub-directory contains an alphabetic index of cities for which there are accommodation listings.

1.2 In the Canadian and USA sub-directories, the accommodation listing for each city is divided into two sections: Accommodations within city rate limit and Accommodations above city rate limit, when applicable.

The listings in the section entitled "within city rate limit" are considered to be the standard of accommodation to be provided to the Identified Users.

1.3 Both sections of the accommodations listing for each city, are further divided into sections by room type: guest room, business class room, bachelor/studio with kitchen and one bedroom suite with or without kitchen. The information for each room type is listed in ascending order by room rate.

1.4 From the Accommodation listings for each city, government employees/travellers are able to select an establishment and then review that establishment's specific information on a separate page. The establishment information page includes the establishment's services, address,

telephone numbers, fax number, e-mail address, web site address and the rates by period, room type and occupancy.

1.5 Each listing in the Directory contains a link to Googletm Maps.

1.6 The sub-directory for Other Countries is the same format as the Canadian and American sub-directories except that there are no "within city rate limit" and "above city rate limit" sections.

1.7 The Directory also identifies properties that have an environmental rating through either the Green Leaf or Green Key Programs. Employees are able to sort their search by environmental rating.

## 2. Distribution of the Directory

2.1 The Government Accommodation Directory is distributed electronically on the Internet at the following web site: <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx>

2.2 An automated booking tool is available to government employees to help them make their reservations. We encourage you to make your establishment's rates accessible to government employees using this online reservation service. To do so, please submit your room rates with the cancelation policy negotiated with GOC to Sabre, the Global Distribution System (GDS) utilized by the booking tool to search and display rates, using the rate code "GOC" to identify Government of Canada rates. Following are the required pseudo city codes:

- AMEX - Z1C0 (Sabre)
- Carlson Wagonlit - H120 and 22LO (Sabre)
- HRG Canada - B3W1 (Sabre)
- Yukon Government Travel - 27LL (Apollo)

Establishments that do not currently list the GC rates in the GDS or wish to obtain more information on the Sabre GDS can contact Sabre at (682) 605-6700 or by e-mail at [hotel.eservices@sabre.com](mailto:hotel.eservices@sabre.com).

## 3. Customer Complaints

The Accommodation and Car Rental Program, Government Travel Client Services, Canada will investigate complaints referred to them by the Identified Users. Canada reserves the right to conduct site visits of the offending property. Canada also reserves the right to remove the offending property's listing from the directory should they fail to take the appropriate corrective action or fail to adhere to the terms and conditions of the Standing Offer.

#### 4. Mailing List

4.1 The Travel Procurement Services Division of Public Work and Government Services Canada maintains a source list of suppliers of guest rooms and similar commercial accommodation in Canada, the USA and other countries around the world. Each year, an RFSO to provide room rates for the Accommodation Directory for Government employees/travellers is mailed to each supplier on the source list.

4.2 The source list will be purged of suppliers who have not responded to the RFSO for any of the last three (3) years.

4.3 Notices advertising the existence of the source list and the proposed procurement of accommodation rates are advertised on the Government Electronic Tendering Service (GETS) - MERX. Suppliers may submit a written request to the Standing Offer Authority to be added to the source list at any time.