



RETURN BIDS TO:

IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca

FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on buyandsell.gc.ca/tenders will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

REQUEST FOR PROPOSAL

Proposal To: Citizenship and Immigration 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 thereof.

Instructions : See Herein

Instructions: Voir aux présentes

Issuing Office – Bureau de distribution

Citizenship and Immigration Canada

Procurement and Contracting Services

70 Crémazie

Gatineau, Québec K1A 1L1

Title – Sujet	
Hotel Accommodations in Greater Toronto Area (Ontario, Canada)	
Solicitation No. – N° de l'invitation	Date
CIC-149735	October 10, 2018
Solicitation Closes – L'invitation prend fin at – à	Time Zone Fuseau horaire
2:00 PM on – Wednesday, October 17, 2018	EDT
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to: - Adresser toutes questions à :	
IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca	
Telephone No. – N° de téléphone :	
873-408-0507	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Debriefings
- 1.4 Mandatory Requirements

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Former Public Servant

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
- 3.2 SACC Manual Clauses

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES (APPENDIX “A”, APPENDIX “B” AND APPENDIX “C”)

- A1. Standard Acquisition Clauses and Conditions Manual
- A2. Terms and Conditions of the Contract
- A3. Standard Instructions and Conditions
- A4. General Conditions

- B1. Priority of Documents
- B2. SACC Manual Clauses
- B3. Security Requirement
- B4. Period of Contract
- B5. Termination Notice
- B6. Certifications / Compliance
- B7. Insurance Requirements



- B8. Statement of Work
- B9. Authorities
- B10. Proactive Disclosure of Contracts with Former Public Servants

- C1. Basis of Payment
- C2. Limitation of Expenditure
- C3. Method of Payment
- C4. Applicable Taxes
- C5. Invoicing Instructions

List of Appendices

- Appendix “D” Statement of Work
- Appendix “E” Basis of Payment
- Appendix “F” Vendor Information and Authorization Form



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six parts plus attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

- 1.2.1** CIC requires hotel accommodations up to 37 rooms in the Greater Toronto Area, for a capacity to accommodate approximately 132 asylum seekers per night.
- 1.2.2** Canada is seeking to establish a single contract for up to 37 rooms for hotel accommodations as defined in Appendix "D", Statement of Work, for five and a half (5.5) months including all option periods.
- 1.2.3** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

1.4 Mandatory Requirements

Where the words "must", "shall" or "will" appear in this RFP, the clause is to be considered as a mandatory requirement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the CIC Website at <http://www.cic.gc.ca/english/transparency/index.asp>

All SACC manual clauses for specific instructions not covered by the standard instructions 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 [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than one (1) 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.

2.4 Applicable Laws

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



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

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

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

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



Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid one (1) electronic copy by email (pdf. MS Word)

Section II: Financial Bid one (1) electronic copy by email (pdf. MS Word)

Section III: Certifications one (1) electronic copy by email (pdf. MS Word)

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

Prices must appear in the financial bid only. 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 a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Appendix "E", Basis of Payment. The total amount of applicable taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Appendix "I", Vendor Information and Authorization and include it with their bid:



1. Their legal name;
2. Their [Business Number](#) (BN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Financial proposals must clearly identify the personnel proposed and the associated category for evaluation purposes only. Proposed firm prices must be in Canadian dollars.

Bidders must provide in their financial bid a price breakdown as detailed in Appendix “E”, Basis of Payment.

3.2 SACC Manual Clauses

C3011T (2010-01-11) - Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the required 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Item	Mandatory Technical Criterion
M1	<p>Bidders must submit a signed statement attesting the following:</p> <ul style="list-style-type: none"> - Compliance with all requirements as stated in Appendix “D” Statement of Work; - Confirming the availability of the full complement of rooms for the entire duration of the contract including option periods.
M2	<p>The Bidder’s proposed room rate per night, for the entire duration of the contract including option periods, must not exceed \$170/night excluding Municipal Accommodation Tax (MAT) and HST.</p>

4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.



For the purposes of bid evaluation, Basis of Payment, Appendix “E” will be used. The Bidder must provide all-inclusive room rate per night for the accommodations being proposed in accordance with the bid solicitation, for the entire duration of the contract period.

The “TOTAL EVALUATED PRICE” in Annex “E”, Basis of Payment, excluding HST, will be used to determine the financial evaluation score.

4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in Appendix “E”, Basis of Payment table under “**TOTAL EVALUATED PRICE**” will be recommended for award of 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 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 Integrity declaration form available on the Integrity Regime 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 specified will render the bid non-responsive.

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 procurement agreement of the Ineligibility and Suspension Policy (<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 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>), to be given further consideration in the procurement process.



5.2.3 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



PART 6 - RESULTING CONTRACT CLAUSES

APPENDIX “A”, GENERAL TERMS AND CONDITIONS

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

A1.1 An electronic version of the SACC Manual is available on the Buy and Sell Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the CIC Website: <http://www.cic.gc.ca/english/transparency/index.asp>

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. Standard Instructions and Conditions

A3.1 The conditions set out in the [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

A4. General Conditions

A4.1 General Conditions [CIC-GC-001 \(2016-05-26\)](#), Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

B1. Priority of Documents

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

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Vendor Information and Authorization Form;
- h) the Contractor's proposal dated _____(TBD)

B2. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9116C	2007-11-30	T1204 Information Reporting by Contractor
C0705C	2010-01-11	Discretionary Audit
4008	2008-12-12	Personal Information

B3. Security Requirement

There is no security requirement associated with the requirement.

B4. Period of Contract

The period of the Contract is from October 29, 2018 to January 4, 2019.

B4.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to three (3) additional one (1) month* periods 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 Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

*January 4, 2019 to January 31, 2019
 January 31, 2019 to February 28, 2019
 February 28, 2019 to March 31, 2019



B5. Termination Notice

The Contractor will be notified 3 calendar days (72 hours) in advance should room(s) become vacated and/or no longer required. In the event of such notice, 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.

B6. Certifications / Compliance and Additional Information

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.

B7. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

B8. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".

B9. Authorities

B9.1 Contracting Authority

The Contracting Authority for the Contract is:

<The Contracting Authority for the Contract is to be identified at Contract award>

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.

B9.2 Project Authority

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified at Contract award>

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.

B10. Proactive Disclosure of Contract with Former Public Servants

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



APPENDIX “C”, TERMS OF PAYMENT

C1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm room rates as specified in Appendix “E”. Customs duties are included and applicable taxes are extra.

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.

C2. Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix “E”, to a limitation of expenditure of \$_____ (*to be inserted at contract award*). Customs duties are included and applicable taxes are extra.

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*to be inserted at contract award*). Customs duties are included and applicable taxes are 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.

C3. Method of Payment

Canada will pay the Contractor on a weekly basis for work performed during the week 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.



C4. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

C5. 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.

Each invoice must be supported by:

- a) a copy of the Frequency Report as per, Section 6 of Appendix "D", Statement of Work.
2. Invoices must be distributed as follows:
 - a) One (1) electronic copy by email to:
IRCC.DNRMSEastNSA-NSIEstSGRRN.IRCC@cic.gc.ca Carbon Copy (cc) to
dijana.petrovic@cic.gc.ca



APPENDIX “D”, STATEMENT OF WORK

D1. Title

Asylum Seeker Hotel Accommodation Services in the Greater Toronto Area (Ontario, Canada)

D2. Requirement

CIC requires hotel accommodations for up to 37 rooms in the Greater Toronto Area, for a capacity to accommodate approximately 132 asylum seekers per night.

D3. Background

In Canada, asylum claim levels at land ports-of entry have been rising to near record levels. This unexpected increase of volumes has led to backlogs in processing and resulted in the need to secure space to temporarily accommodate claimants and to provide them with care and comfort.

D3.1 Terms and Acronyms

The following list of terms and acronyms is meant to assist in interpretation of this Statement of Work.

Term / Acronym	Definition
Contracting Authority	The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this Contract.
Contractor	A person or an organization who was awarded a contract by the Contracting Authority.
IRCC	Immigration, Refugees and Citizenship Canada.
Project Authority	The officer or employee of Canada who is authorized by the Minister to perform any of the Project Authority’s functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the Contract.
Asylum Seeker	An individual crossing the border and requesting asylum due to life threatening risk in their country.

D4. Tasks and Scope of Work

D4.1 Booking and Volume of Rooms

The Contractor must secure a block of rooms to be paid by Canada as indicated in Basis of Payment – Appendix “E” on a continuing basis.



Canada anticipates standard occupancy will be for up to four (4) people, which may include children of various ages. Canada will inform the Contractor of specific requirements, such as accessible room requirements, crib requirements, or other special requirements such as high chairs or cots.

D4.2 Room Requirements

Each room must have, at a minimum:

- A fully functioning standard washroom;
- Sufficient lighting for the entire room, including bathroom and any adjoining areas;
- A telephone;
- Sufficient linens such as bedding, towels, pillows, and other linens as required for the number of occupants;
- Any other furniture or other features in order to meet industry and/or the Contractor's standards such as chairs, a desk, etc.

The Contractor must be able to provide late checkout upon request at no additional cost. Late checkout must be 3 pm or later.

Cribs may be required. The Contractor must ensure that a sufficient number of cribs is available, as required at no additional cost.

The Contractor must ensure that additional room services or features typically available for rent, such as, but not necessarily limited to, in-room mini-bars, rental television channels, long-distance telephone service, or other such for-pay services, are not available in rooms rented by Canada, unless specifically authorized by IRCC.

The rooms must be cleaned and maintained on a daily basis, in accordance with industry standards, at no additional cost.

D4.3 Facility Requirements

The Contractor's facility must:

- Be located within the Greater Toronto Area;
- Have onsite parking available for daily (non-overnight) use by representatives for Canada, and visitors.
- Have a restaurant onsite for use by guests.
- Be cleaned and maintained on a regular basis.

D4.4 Other Requirements

Should the Contractor have standard facilities available to guests at no additional costs, such as areas for children's activities, a pool, fitness centre, Wi-Fi (in rooms or at hotspots) etc., these should be made available to all asylum seekers at no additional cost to Canada.

D4.5 Communication and Coordination

The Contractor must provide a dedicated management team for Canada's requirement such that a member of the dedicated team will be available to make arrangements, adjustments, or



address any other concerns from Canada for the duration of the contract, available 24 hours a day, 7 days a week.

In addition, the Contractor’s management team must communicate any issues or concerns to Canada, ensuring regular communication, with regard to their facility, any and all asylum seekers staying at their facility, or other issues or concerns, and work with Canada, as required, to resolve any concerns.

D4.6 Service Delivery Standards

All work must be undertaken in a professional manner. All asylum seekers must be treated by all Contractor Resources with respect, dignity, and understanding at all times, in all circumstances.

The Contractor and all its employees and sub-contractors must ensure the privacy of all asylum seekers at all times. The Contractor must restrict access by media to its facilities and the asylum seekers as much as possible.

The Contractor’s personnel must not discuss this contract or related service delivery with the media without express prior permission of an authorized Representative of Canada. The Contractor must ensure the security and privacy of all guests, as well as the Contractor’s facility, in accordance with industry standard practices.

D4.7 Hours of Work

The Contractor must ensure that all required resources are available when necessary to support the work. This may require resources to be available at any time of day, 24 hours a day, and 7 days a week.

D5. Deliverables

Aside from the provision of work as described in section 4. Tasks and Scope of Work, above, and the Reports described in section 6 Reporting, below, no additional Deliverables are required from the Contractor.

D6. Reporting

The Contractor must provide the following reports to the IRCC Project Authority:

Report	Frequency of Report to Canada
Number of asylum seekers (individuals and families) checked in and checked out on a daily basis.	Daily, with weekly roll-up report.
Number of rooms utilized on a daily basis	Daily, with weekly roll-up report.



D7. Limitations and Constraints

The Contractor must protect personal information as specified in this solicitation/contract.

D8. Languages

Contractor must provide services in English.

D9. Availability of Personnel

The Contractor certifies that he/she, its employees and sub-Contractors will be available to commence performance of the work from the Contract award date and will remain available to perform the work in relation to the fulfillment of this requirement.

D10. Damages

In the case of damages incurred by the Contractor to the lodging facility as a result of actions taken by Refugee Claimants or IRCC, the Contractor may submit damage claims to IRCC. Damages will only be reimbursed once IRCC, reviews, negotiates (if required) and approves each damage claim.

D11. Termination Notice

The Contractor will be notified 3 calendar days (72 hours) in advance should room(s) become vacated and/or no longer required. In the event of such notice, 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.



APPENDIX “E”, BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix “E”.

The Bidder must complete this pricing schedule and include it in its financial bid. Other than completing required section(s) in the pricing tables below, the bidder must not make any other changes or alternations. By doing so will render the bidder’s response non-compliant and will be eliminated from the competition.

The Contractor must provide accommodation services in accordance with Appendix “D”, Statement of Work at the following rates. Cost for all services described in Appendix “D”, Statement of Work must be included in the room price for an occupancy of up to four (4) people. Canada will only pay for the basic price of the rooms which does not include breakfast or any meal plans. Should the Contractor wish to include breakfast, it will do so at no additional cost to Canada. All other services are at the charge of the asylum seekers.

In all tables below, rates are firm nightly rates, 4% MAT will be applied for evaluation purposes and HST is extra.



TABLE A INITIAL CONTRACT PERIOD					
Check in Period	(A) Estimated Number of Rooms Required	(B) Number of Nights	Occupancy	(C) Room rate per night (\$ CAD)	(D) Subtotal (D) = (A)x(B)x(C)
Arrival: October 29, 2018 Departure: December 1, 2018	37	33	Must be able to accommodate up to 4 people per room	\$ <To be inserted by supplier>	\$ <To be inserted by supplier>
Arrival: December 1, 2018 Departure: January 4, 2019	32	34	Must be able to accommodate up to 4 people per room	\$ <To be inserted by supplier>	\$ <To be inserted by supplier>
Sub-total excluding taxes (Sum of Column D):					\$ <To be inserted by supplier>
4% Municipal Accommodation Tax (MAT):					\$ <To be inserted by supplier>
TOTAL TABLE A (Initial Contract Period):					\$ <To be inserted by supplier>

TABLE B OPTION PERIOD 1					
Check in Period	(A) Estimated Number of Rooms Required	(B) Number of Nights	Occupancy	(C) Room rate per night (\$ CAD)	(D) Subtotal (D) = (A)x(B)x(C)
Arrival: January 4, 2019 Departure: January 31, 2019	30	27	Must be able to accommodate up to 4 people per room	\$ <To be inserted by supplier>	\$ <To be inserted by supplier>
Sub-total excluding taxes (Sum of Column D):					\$ <To be inserted by supplier>
4% Municipal Accommodation Tax (MAT):					\$ <To be inserted by supplier>
TOTAL TABLE B (Option Period 1):					\$ <To be inserted by supplier>



TABLE C OPTION PERIOD 2					
Check in Period	(A) Estimated Number of Rooms Required	(B) Number of Nights	Occupancy	(C) Room rate per night (\$ CAD)	(D) Subtotal (D) = (A)x(B)x(C)
Arrival: January 31, 2019 Departure: February 28, 2019	30	28	Must be able to accommodate up to 4 people per room	\$ <To be inserted by supplier>	\$ <To be inserted by supplier>
Sub-total excluding taxes (Sum of Column D):					\$ <To be inserted by supplier>
4% Municipal Accommodation Tax (MAT):					\$ <To be inserted by supplier>
TOTAL TABLE C (Option Period 2):					\$ <To be inserted by supplier>

TABLE D OPTION PERIOD 3					
Check in Period	(A) Estimated Number of Rooms Required	(B) Number of Nights	Occupancy	(C) Room rate per night (\$ CAD)	(D) Subtotal (D) = (A)x(B)x(C)
Arrival: February 28, 2019 Departure: March 31, 2019	30	31	Must be able to accommodate up to 4 people per room	\$ <To be inserted by supplier>	\$ <To be inserted by supplier>
Sub-total excluding taxes (Sum of Column D):					\$ <To be inserted by supplier>
4% Municipal Accommodation Tax (MAT):					\$ <To be inserted by supplier>
TOTAL TABLE D (Option Period 3):					\$ <To be inserted by supplier>



TOTAL TABLE A (Initial Contract Period):	<i>\$ <To be inserted by supplier></i>
TOTAL TABLE B (Option Period 1):	<i>\$ <To be inserted by supplier></i>
TOTAL TABLE C (Option Period 2):	<i>\$ <To be inserted by supplier></i>
TOTAL TABLE D (Option Period 3):	<i>\$ <To be inserted by supplier></i>
TOTAL EVALUATED PRICE = (SUM OF TABLE A + B + C + D)	<i>\$ <To be inserted by supplier></i>



APPENDIX “F”, VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name, Address and list of Board of Directors

Legal Status (incorporated, registered, etc.)

- Individual (Sole proprietor)
 Privately owned corporation
 Joint Venture or Corporate entity
 Other (specify):

GST or HST Registration Number and Business Number (Revenue Canada)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name _____ Title _____

Signature _____ Date _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title _____

Telephone _____ Fax _____

Email _____

Each proposal must include a copy of this page properly completed and signed.