# RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:

Attention: Vanessa Good-Davidson Vanessa.Good-Davidson@rcmp-grc.gc.ca

# REQUEST FOR PROPOSAL

# DEMANDE DE PROPOSITION

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaires:

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

Title - Suje Accommod Requireme	ng Room			ate nuary 14, 2022	
Solicitation 202203617	n No. – Nº de l'i	invitation			
Client Refe 202203617	erence No No	. De Référo	ence du (	Clien	t
Solicitatio	n Closes – L'in	vitation pro	end fin		
At /à :	2:00 PM				(Eastern Standard Time) (Heure normale de l'Est)
On / le :	February 2, 20	22			,
Delivery - See herein présentes	<b>Livraison</b> — Voir aux	Taxes - T See herei aux prése	n — Voir		Duty - Droits See herein — Voir aux présentes
services	n of Goods and — Voir aux pré		– Destina	ation	s des biens et
Instruction See herein	<b>ıs</b> — Voir aux pré:	sentes			
Adresser t Vanessa G	nquiries to – coute demande cood-Davidson cood-Davidson@			s à	
	Telephone No. – No. de téléphone 343-576-3057				
Delivery Required – Livraison exigée See herein — Voir aux présentes  Delivery Offered – Livraison proposée					
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:					

Facsimile No. – No. de télécopieur							
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)							
Date							





#### **TABLE OF CONTENTS**

# **PART 1 - GENERAL INFORMATION**

- 1.1 Security Requirement
- 1.2 Statement of Work
- 1.3 Debriefings
- 1.4 Trade Agreements

#### **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 Promotion of Direct Deposit Initiative

### **PART 3 - BID PREPARATION INSTRUCTIONS**

3.1 Bid Preparation Instructions

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

#### **PART 5 – CERTIFICATIONS**

5.1 Certifications Required Precedent to Contract Award

#### **PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1 Security Requirement
- 6.2 Statement of Work
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Proactive Disclosure of Contracts with Former Public Servants
- 6.7 Payment
- 6.8 Invoicing Instructions
- 6.9 Certifications Compliance
- 6.10 Applicable Laws
- 6.11 Priority of Documents
- 6.12 Procurement Ombudsman
- 6.13 Insurance Requirements

#### **List of Annexes**:

Annex "A" - Statement of Work

Annex "B" - Hotel Room Requirements

Annex "C" - Basis of Payment

Annex "D" - Mandatory Technical Criteria

# **List of Attachments**:

Attachment 1 to Part 5 - Independent Bid Determination

#### **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

There is no security requirement associated with the requirement.

#### 1.2 Statement of Work

The Royal Canadian Mounted Police (RCMP) require the provision of Hotel Services within a 5 km radius of **236 East Cordova St., Vancouver, B.C. V6A 1L3** as detailed in Annexes "A" – Scope of Work and "B" – Hotel Room Requirements.

### 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, by telephone or in person.

#### 1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the <u>Recourse Mechanisms</u> page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the <u>Office of the Procurement Ombudsman (OPO)</u>.

https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms

http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html

#### **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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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> (2020-05-28) 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 the RCMP Bid Receiving Unit by the date and time indicated on page 1 of the bid solicitation.

NOTE: The RCMP has not been approved for bid submission by epost Connect service.

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

# 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

# 2.4 Applicable Laws

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

# 2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.



Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: <a href="mailto:corporate">corporate</a> accounting@rcmp-grc.gc.ca

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its complete **email** bid in separately saved and attached sections as follows:

Section I: Technical Bid (one soft copy in PDF format)

**Section II:** Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

#### **Important Note:**

For bids transmitted by email, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- a. receipt of garbled or incomplete bid;
- delay in transmission or receipt of the bid to the Contracting Authority's email inbox (the date & time on the email received by the Contracting Authority is considered the date & time of receipt of the bid submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Bidder to properly identify the bid;
- f. illegibility of the bid; or
- g. security of bid data.

A bid transmitted electronically constitutes the formal bid of the Bidder and must be submitted in accordance with Section 05 of 2003 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to bid documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. A bid transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Bidder to ensure receipt.

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

# Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

# 3.1.1 Exchange Rate Fluctuation

and how they will carry out the Work.

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

# 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.

# 4.1.1 Technical Evaluation - Mandatory Technical Criteria

Bidders are required to comply with all mandatory criteria identified within this solicitation to be considered responsive. Failure to comply with mandatory requirements will result in a bid being deemed non-responsive and given no further consideration.

Accommodations must include all services required within Annexes "A" – Statement of Work; "B" – Accommodation and Meeting Room Requirements and "D" Mandatory Technical Criteria.

The RCMP reserves the right to perform hotel inspections prior to contract award to ensure compliance with the mandatory specifications identified in **Annex "A" – Statement of Work**. A minimum of 24-hour notice will be provided to Bidder of pending inspection. A representative of the Bidder must be available to accompany the RCMP representative(s) during the inspection.

#### 4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



#### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated 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 may render the bid non-responsive or constitute a default under the Contract.

#### 5.1 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.

### 5.1.1 Integrity Provisions

In accordance with the <u>Ineligibility and Suspension Policy</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

#### 5.1.2 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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada (ESDC)">Development Canada (ESDC)</a> - Labour's website <a href="Labour's">Labour's</a> website <a href="Labour's">(http://www.esdc.gc.ca/en/jobs/workplace/human rights/employment equity/federal contractor program.</a> page?& ga=1.229006812.1158694905.1413548969#afed).

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" is at the time of contract award.

# 5.1.3 Additional Certifications Precedent to Contract Award 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (attached Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Contacting Authority when calling for bids, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring bidders to disclose, to the Contracting Authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding the call for tenders.



#### 5.1.3.2 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 RCMP. 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement 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 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;
- 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 <a href="Contracting Policy Notice">Contracting Policy Notice</a>: 2012-2 and the <a href="Guidelines on the Proactive Disclosure of Contracts">Guidelines on the Proactive Disclosure of Contracts</a>.



# **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.

# Name: Name: Title: Address: (if differs from Vendor's) Telephone #: Email: In additional to completion, signing and submission of Pages 1, the Bidder hereby certifies compliance with the appropriate Certifications Precedent to Contract Award, as listed in Part 5 of this Request for Proposal.

# Attachment 1 to PART 5 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:	
(Corporate Name of Recipient of this Submission)	
for:(Name and Number of Bid and Project)	
in response to the call or request (hereinafter "call") for bids made by:	
(Name of Tendering Authority)	
do hereby make the following statements that I certify to be true and complete in every respect:	
I certify, on behalf of: that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])	
I have read and I understand the contents of this Certificate;	
<ol><li>I understand that the accompanying bid will be disqualified if this Certificate is found not to and complete in every respect;</li></ol>	be true
<ol><li>I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, behalf of the Bidder;</li></ol>	on
<ol> <li>each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;</li> </ol>	he
<ol><li>for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or affiliated with the Bidder, who:</li></ol>	· not
<ul> <li>a. has been requested to submit a bid in response to this call for bids;</li> <li>b. could potentially submit a bid in response to this call for bids, based on their qualificat abilities or experience;</li> </ul>	ions,
6. the Bidder discloses that (check one of the following, as applicable):	
<ul> <li>a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;</li> <li>b. the Bidder has entered into consultations, communications, agreements or arrangement with one or more competitors regarding this call for bids, and the Bidder discloses, in attached document(s), complete details thereof, including the names of the competito the nature of, and reasons for, such consultations, communications, agreements or arrangements:</li> </ul>	the



- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices:
  - b. methods, factors or formulas used to calculate prices;
  - c. the intention or decision to submit, or not to submit, a bid; or
  - d. the submission of a bid which does not meet the specifications of the call for bids;

except as specifically disclosed pursuant to paragraph (6)(b) above;

- 8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)	
/D . 't' T'!! . )	(D. (.)
(Position Title)	(Date)



#### **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

There is no security requirement applicable to this Contract.

#### 6.2 Statement of Work

The Contractor must provide Hotel Services in accordance with the requirements detailed in Annexes "A" - Statement of Work and "B" – Accommodation and Meeting Room Requirements.

#### 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.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

# 6.3.1 General Conditions

SACC Manual Clause 2010C (2021-12-02), General Conditions - Services (Medium Complexity) 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 contract award to March 31, 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 three additional one-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor 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.

#### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:



Vanessa Good-Davidson Senior Contracting Officer Royal Canadian Mounted Police Procurement & Contracting Services

Tel: 343-576-3057

Email: Vanessa.Good-Davidson@rcmp-grc.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 Project Authority

The Project Authority for the Contract is:

(to be inserted 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.

## 6.5.3 Contractor's Representative

(to be inserted at Contract award)

#### 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

# 6.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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 C for a cost of \$ \_\_\_\_\_ (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

#### 6.7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of services 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 delivered has been accepted by Canada.

# 6.8 Invoicing Instructions

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.

Invoices must be distributed as follows:

- a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 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 British Columbia, 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 <u>2010C</u> (2021-12-02), General Conditions Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Hotel Room Requirements;
- (d) Annex "C", Basis of Payment;
- (e) the Contractor's bid dated to be inserted at contract award:

#### 6.12. Procurement Ombudsman

#### 6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

#### 6.12.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at <a href="mailto:boa-opo@boa-opo.gc.ca">boa-opo.gc.ca</a>.

# 6.13 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.

#### ANNEX "A"

#### STATEMENT OF WORK

# 1. REQUIREMENT

The Royal Canadian Mounted Police have a requirement for a Hotel in Vancouver, British Columbia, to provide accommodations and meeting space for instructors and students attending eight training sessions scheduled between April 1, 2022 and March 31, 2023.

#### 2. SPECIFICATIONS

The Contractor must provide Hotel accommodations and Meeting Facilities that include the following:

#### 2.1 Guestrooms:

The following is a breakdown requirement of the guestrooms required:

#### a) Requirement:

- A total of 1760 room nights broken down as per the table in Annex B below.
- · Queen or King sized bed
- Daily Housekeeping (exception made for pandemic related limitations, in which case housekeeping must be available upon guest request within 12 hours)
- Housekeeping should use environmental cleaning products to clean rooms
- Hotel linens and towels should be re-used by guests when required
- Desk/workspace
- Wireless high speed internet
- Breakfast, served before 7:30 AM, included in room rate (exception made for pandemic related closures, in which case the facility shall inform the RCMP that breakfast will not be available for a specific stay)
- b) Reservations: All rooms will be reserved, as one block, by a representative of the RCMP.
- c) Payment: The RCMP is responsible for payment of guestrooms and parking (if not included in room rate) for facilitators and instructors\*. Invoices for the facilitators' and instructors' accommodations and parking must be sent to the Technical Authority for certification and payment. Invoices for student accommodations and parking (if not included in the room rate) are the responsibility of individual students and must be paid individually at time of check-out.
  - All additional expenses such as laundry fees, room service and bar charges, longdistance call fees, etc. will be the guest's responsibility regardless of their status (instructor or student).
  - \*: The RCMP will provide a list of instructors and students to the facilities a minimum of four (4) days prior to the first reservation date of each block.
- d) Room Cancellation Policy: Student guests may cancel up to 24 hours prior to their arrival date without any cancellation fees. The RCMP will not be responsible for any cancelled rooms.
  - Block cancellations under normal circumstances: the RCMP will advise the facility as soon as a major modification is made, such as a wholesale cancellation. If done 30 or more days before the first reservation date, this will be at no cost to the RCMP. However,

in the event of pandemic restrictions or lockdowns, either in the province of British Columbia or elsewhere in Canada affecting a block of nights, or in the event of major travel disruptions due to pandemic or other reasons, cancellation of blocks of nights shall be at no cost to the RCMP or other guests if made 15 days or more prior to the first reservation date.

#### 2.2 Meeting Space:

RCMP will require two types of meeting rooms, one primary room for day-to-day instruction for the entire event (8 days) and a secondary one for examinations on the Friday of the scheduled week (refer to table in Annex B):

#### a) Primary Meeting Room Requirements:

- must be available and accessible for the entire duration of the stay for all guests, 24 hours per day;
- must be restricted access to facilitators and people designated by them, either by key or key-card, but must not be restricted to these people (24-hour access for facilitators);
- must have a conference-style table and chairs capable of accommodating at least 10 people;
- must have readily accessible power outlets and high speed internet access (wireless acceptable).
- must comfortably accommodate 10 seated people with a minimum of 2 metres between them:
- desk chair(s) should be ergonomic, height adjustable with lumbar support;
- must be located on hotel property;
- must be entirely unobstructed space;
- must have washroom facilities reasonably accessible (close to the space);
- must be reasonably quiet and limited access controlled by event facilitators on the day of;
- room must be set up, prepared and ready to go on the day of reservation at 7 AM.

# b) <u>Exam Room Requirements</u>:

- will be required on the last day of each block of reservations (Friday);
- must comfortably accommodate 24 seated people with a minimum of 2 metres between them:
- all 24 people must have a table and/or desk to comfortably write or type on;
- "comfortably" means they must be able to remain seated for up to 10 hours without any reasonably preventable discomfort;
- desk chair(s) should be ergonomic, height adjustable with lumbar support;
- must be located on hotel property;
- must be entirely unobstructed space;
- must have washroom facilities reasonably accessible (close to the space);
- must be reasonably quiet and limited access controlled by event facilitators on the day of;
- room must be set up, prepared and ready to go on the day of reservation at 7 AM.

# 2.3. Property:

The Hotel establishment must meet the following minimum requirements:

a) Must have an onsite restaurant that is available for breakfast, lunch and dinner. In the case of a *pandemic related* closure, the facility must advise the RCMP of the intended closure details as soon as possible before the stay.



- a) <u>Location</u>: must be located within a 5 km radius of 236 East Cordova St., Vancouver, B.C. V6A 1L3.
- Must have on-site secured parking; indoor or underground preferred, but exterior acceptable if location is secured and physically restricted access. May be at an extra cost. "Secured" means a location at which access is controlled and physically preventing the public to access vehicles.
   Note: vehicles must still be able to be parked by guests as they are potentially police vehicles; valet services are not acceptable.
- c) Additional requirements:
  - Must provide on-site copying service. An estimate of 1000 black and white copies are required. Note: if possible copy services should be payable at time of use.

#### 3. Constraints

- i) it is the Contractor's responsibility to establish a contingency plan for all accommodation bookings, at the same terms and conditions and rates, with other local hotels for an unexpected physical loss of occupancy due to unforeseen circumstances such as lockdowns, flood, mechanical failure, etc.;
- ii) rates must not be subject to increase at any time, such as weekends, statutory holidays, events of a local nature such as area fairs. Blackout periods are not permitted.

#### 4. Client Responsibilities

The Technical Authority will provide the rooming list a minimum of four days before the scheduled training sessions.

#### **ANNEX "B"**

#### ACCOMMODATION AND MEETING ROOM REQUIREMENTS

Up to 12 Guestrooms for the Course Administrators, Facilitators and Instructors (6-8 nights each, for 8 separate training sessions), parking (if not included in room rate) and 2 meeting rooms will be paid by the RCMP in accordance with the resulting contract.

Up to 24 Student guest rooms (six nights each, for 8 separate training sessions) will be reserved by a representative of the RCMP; however, payment for the rooms and parking (if not included in the room rate) will be the responsibility of each Student. These rooms are to be reserved until 14 days prior to the start of each session, after which excess rooms can be released.

1 meeting room (Exam Room) for one (1) day of each training session. The room will be required on the Friday of the scheduled week. The room must accommodate a minimum of 24 people.

1 meeting room (Primary Room) will be required for eight (8) days of the training sessions. The room must accommodate a minimum of 10 people.

Meeting rooms will be subject to the same cancellation policies as the guestrooms noted above in Annex A, Section 2.1 d.

The room requirements are estimated during the period from April 1, 2022, to March 31, 2023, as in the table that follows:

NOTE: The annual Training Session dates and Estimated Room Requirements for Option Years will be provided by the Project Authority as soon as training events are confirmed. Estimated room usage is provided in **Annex "C" – Basis of Payment** solely for evaluation purposes.

Contract Period: Date of Contract Award –March 31st, 2023

#### Notes:

Room Nights (608), parking, and all meeting spaces for the Facilitators and Instructors will be blocked by a representative of the RCMP and will be paid through the contract.

Room Nights (1152) for the Students will be blocked by a representative of the RCMP. Payment for the room as well as parking will be the responsibility of each student.

Date	Facilitators and Instructors	Student Accommodation	Exam Room	Primary Room
	Accommodation			
TRAINING SESSION	1			
April 23, 2022	2			1
April 24, 2022	12	24		1
April 25, 2022	12	24		1
April 26, 2022	12	24		1
April 27, 2022	12	24		1
April 28, 2022	12	24	1	1
April 29, 2022	12	24		1
April 30, 2022	2			1



TBD	12	24	1	1
TBD	12	24		1
TBD	2			1
TRAINING SESSION	8 (could be required	at any time between	April 1 2022 an	d March 31, 2023)
TBD	2			1
TBD	12	24		1
TBD	12	24		1
TBD	12	24		1
TBD	12	24		1
TBD	12	24	1	1
TBD	12	24		1
TBD	2			1
Total	608 room nights	1152 room nights	8 days	64 days/nights

#### ANNEX "C"

#### **BASIS OF PAYMENT**

Hotel Services as detailed within **Annexes "A" – Statement of Work and "B" - Hotel Room Requirements** will be provided in accordance with the rates provided hereunder. All rates are firm, all-inclusive (all provisions within the Statement of Work, i.e. breakfast, parking, Wi-Fi, etc.), Taxes and other fees are extra, as applicable, and will not be included for the purposes of the financial evaluation.

The pricing grid must be fully completed. The estimated quantities specified are for evaluation purposes only. The Contractor will be paid for actual guestrooms, meeting spaces and copying services provided and accepted.

**Blank Prices**: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. Canada will treat all blank prices as "\$0.00" for evaluation purposes and may request that the Bidder confirm that price is \$0.00. The Bidder will not be permitted to add/change price as part of this confirmation.

INITIAL CONTRACT PERIOD		Estimated Quantity (A)	Rate CAD (B)	Extended Total CAD (A x B = C)			
Initial	Initial Contract Period – April 1, 2022, to March 31, 2023						
1.a	Course Administrators, Facilitators & Instructors Guestrooms	608 room nights	\$/night	\$			
1.b	PARKING Course Administrators, Facilitators & Instructors	608 room nights	\$/night	\$			
2.a	Student Guestrooms * Payment will be the responsibility of each Student.	1152 room nights	\$/night	\$			
2.b	Parking – Students * Payment will be the responsibility of each Student.	1152 room nights	\$/night	\$			

64 **Primary Meeting** 3. days/nights \_/night\_\_ Room (24 hours) 4. Exam Room 8 days \_/day\_\_\_ /copy black/white 5. **Copying Service** 1000 copies Subtotal (to be used for the financial evaluation) (D) Other Fees\* (if applicable) \*Bidder must identify any additional hotel/tourism/gratuity etc. fees that will apply. **GST Tax Total Estimated Cost** 

OPTION PERIOD 1:		Estimated Quantity (A)	Rate CAD (B)	Extended Total CAD (A x B = C)			
Contract	Contract Period – April 1, 2023, to March 31, 2024						
1.a	Course Administrators, Facilitators & Instructors Guestrooms	608 nights	\$/night	\$			
1.b	PARKING Course Administrators, Facilitators & Instructors	608 nights	\$/night	\$			
2.a	Student Guestrooms * Payment will be the responsibility of each Student.	1152 nights	\$/night	\$			
2.b	Parking – Students  * Payment will be the responsibility of each Student.	1152 nights	\$/night	\$			



3.	Primary Meeting Room	64 days/nights	\$/day	\$
4.	Exam Room	8 days	\$/day	\$
5.	Copying Service	1000 copies	\$/copy black/white	\$
	\$			
	\$			
	\$			
	\$			

OPTION PERIOD 2:		Estimated Quantity (A)	Rate CAD (B)	Extended Total CAD (A x B = C)			
Contract	Contract Period – April 1, 2024, to March 31, 2025						
1.a	Course Administrators, Facilitators & Instructors Guestrooms	608 room nights	\$	\$			
1.b	PARKING Course Administrators, Facilitators & Instructors	608 nights	\$	\$			
2.a	Student Guestrooms * Payment will be the responsibility of each Student.	1152 room nights	\$	\$			
2.b	Parking – Students  * Payment will be the responsibility of each Student.	1152 room nights	\$	\$			



OPTION PERIOD 3:		Estimated Quantity (A)	Rate CAD (B)	Extended Total CAD (A x B = C)			
Contract	Contract Period – April 1, 2025, to March 31, 2026						
1.a	Course Administrators, Facilitators & Instructors Guestrooms	608 room nights	\$	\$			
1.b	PARKING Course Administrators, Facilitators & Instructors	608 nights	\$	\$			
2.a	Student Guestrooms * Payment will be the responsibility of each Student.	1152 room nights	\$	\$			
2.b	Parking – Students * Payment will be the responsibility of each Student.	1152 nights	\$	\$			
3.	Primary Meeting Room	64 days/nights	\$	\$			



4.	Exam Room	8 days	\$	\$	
5.	Copying Service	1000 copies	\$/copy black/white	\$	
	Subtotal (to be	used for the finance	cial evaluation) (G)	\$	
	Other Fees* (if applicable) *Bidder must identify any additional hotel/tourism/gratuity etc. fees that will apply.				
	GST Tax**  **Taxes will not be included in the Bid Price for Evaluation purposes				
	\$				

<b>Total Bid Price</b>	for Evaluation:	D + E + F + G =	
\$			

# **ANNEX D**

# **EVALUATION PROCEDURES AND BASIS OF SELECTION**

# 1. Mandatory Technical Criteria

Bidder must comply with all the mandatory technical criteria, and must provide supporting documentation with their bid, where indicated. Bidders not meeting all of the mandatory technical criteria will be considered non-responsive and will not be given further consideration.

Bidders are requested to write the section and/or page number where the information can be found in their proposal.

Mand	atory Technical Criteria (MT)	Bid Preparation Instructions At a minimum, the following must be provided:	Note to Bidder(s) – Please reference where the (MT) information can be found in your bid.
MT.1	The Bidder must clearly demonstrate that the Guest Rooms and related services offered comply with the requirements noted in the Statement of Work - Annex A Section 2.1 throughout the entire contract period.	The Bidder must provide current brochures and/or photos, which include details on the guestrooms, information on cleaning products, access to Wi-Fi, breakfast options, etc.  Note: All information must be contained within the technical proposal – hyperlinks will not be considered	
MT.2	The Bidder must clearly demonstrate that the Primary Meeting Space and related services offered comply with the requirements noted in the Statement of Work - Annex A Section 2.2, a) throughout the entire contract period.	The Bidder must provide recent brochures and/or photos, which include details of the room capacity and size (following social distancing restrictions), etc.  Note: All information must be contained within the technical proposal – hyperlinks will not be considered	



Mand	atory Technical Criteria (MT)	Bid Preparation Instructions At a minimum, the following must be provided:	Note to Bidder(s) – Please reference where the (MT) information can be found in your bid.
MT.3	The Bidder must clearly demonstrate that the Exam Room and related services offered comply with the requirements noted in the Statement of Work - Annex A Section 2.2, b) throughout the entire contract period.	The Bidder must provide recent brochures and/or photos, which include details of the room capacity and size (following social distancing restrictions), etc.  Note: All information must be contained within the technical proposal – hyperlinks will not be considered	
MT.3	The Bidder must clearly demonstrate that it is capable of providing secured on-site parking for a minimum of Thirty-six (36) vehicles (per day).	The Bidder must provide a photo of the on-site secure parking area on the property.  Note: All information must be contained within the technical proposal – hyperlinks will not be considered	
MT.4	The Bidder must clearly demonstrate that the hotel is within a 5 km radius of 236 East Cordova St., Vancouver, B.C. V6A 1L3	The Bidder must provide a copy of the Google map image showing the distance from the hotel to the address identified.  Note: All information must be contained within the technical proposal – hyperlinks will not be considered	
MT.5	The Bidder must clearly demonstrate that the property has an on-site restaurant providing breakfast, lunch and dinner requirements in accordance with the details in the Statement of Work - Annex A, Section 2.3.	The Bidder must provide a copy of the on-site restaurant's menu, confirm the hours of operation, and indicate if room service is available.  Note: All information must be contained within the technical proposal – hyperlinks will not be considered	



# 2. Basis of Selection – Mandatory Criteria

- 1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory technical evaluation criteria;
- 2. Bids not meeting (a) or (b) will be declared non responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.