

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS A :

Bid Receiving Royal Canadian Mounted Police Procurement and Contracting Services

#### Email/Courriel:

NWR\_Procurement\_Bids@rcmp-grc.gc.ca

Réception des soumissions Gendarmerie royale du Canada Service des acquisitions et des marchés

# Email/Courriel:

NWR Procurement Bids@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).

Title - Sujet	<u> </u>				
Commercial Accommodations for the R Canadian Mounted Police, Police Dog S Training Centre in Innisfail, AB				<b>Dat</b> July	te y 19, 2022
Solicitation	No. – Nº de l'i	nvitation			M5000-22-02814/A
Client Refe	rence No No	. De Référe	nce du C	lient	2022-02814
GETS Refer	ence NoNo d	le Référenc	e du SEA	AG	PW-22-01001779
Solicitation	Closes - L'inv	vitation pre	nd fin		
At /à :	2:00 p.m./ 14h	n00			in Daylight Time) Avancée de Rocheuses)
On / le :	August 19, 2	2022			
<b>Delivery - L</b> See herein - présentes		Taxes - Ta See herein présentes		ux	Duty – Droits See herein — Voir aux présentes
	<b>of Goods and</b> — Voir aux prés		Destinat	tions	des biens et services
Instructions See herein -	<b>s</b> — Voir aux prés	sentes			
Shawn Bala	ski, <u>shawn.m.b</u> No. – No. de té	alaski@rcmp	o-grc.gc.c	<u>:a</u>	e renseignements à lo. – No. de télécopieur
Delivery Re Livraison ea See herein -	<b>quired</b> – <b>xigée</b> – Voir aux prés	sentes	Deliver Livraiso		fered – roposée
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:					
Telephone No. – No. de téléphone 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)					
Signature		Date			



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

#### 1.1 Security Requirements

There is no security requirement associated with the requirement.

# 1.2 Statement of Requirement

The requirement is detailed under Annex A of the resulting contract clauses.

# 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, 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> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

#### 2.2 Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place 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 Alberta.

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\_accounting@rcmp-grc.gc.ca">corporate\_accounting@rcmp-grc.gc.ca</a>

#### 2.6 Volumetric Data

The estimated number of guests and rooms has been provided to Bidders to assist them in preparing their bid. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this solicitation will be consistent with this data. It is provided purely for information purposes.

# **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 (2022-03-29) 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.

Canada requests that bidders follow the format instructions described below in the preparation of their hard copy bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <a href="Policy on Green Procurement">Policy on Green Procurement</a> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3. Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

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

# Section II: Financial Bid

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

# 3.1.1 Exchange Rate Fluctuation

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

# 4.1.1.1 Mandatory Technical Criteria

Bidders are required to comply with all the mandatory criteria found in Annex D – part 1. Mandatory Technical Criteria. To be considered responsive, a bid must meet all of the mandatory requirements of this bid solicitation. Bidders that submit proposals that are determined to be non-responsive will receive no further consideration.

#### 4.1.1.2 Point Rated Technical Criteria

Bidder meeting the mandatory technical criteria will be evaluated on the point-rated technical criteria found in Annex D – part 2. Point Rated Technical Criteria.

# 4.1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

#### 4.2 Basis of Selection

- 4.2.1 Basis of Selection Highest Combined Rating of Technical Merit and Price
- 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; and
  - c. obtain the required minimum of 0 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 53 points. No Minimum required.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 53 and the lowest evaluated price is \$245,000 (245).

# Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		50/53	40/53	45/53
Bid	Evaluated Price	\$255,000.00	\$250,000.00	\$245,000.00
Calculations	Technical Merit Score	50/53 x 70 = 65.80	40/53 x 70 = 52.50	45/53 x 70 = 59.50
Calculations	Pricing Score	245/255 x 30 = 28.80	245/250 x 30 = 29.40	245/245 x 30 = 30.00
Combined Rating		94.60	81.90	89.50
Overall Rating		1st	3rd	2nd

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### 5.1 Certifications 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 section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the <a href="Ineligibility and Suspension Policy">Ineligibility and Suspension Policy</a> (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:

- Declaration of Convicted Offences Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the <u>Forms for the Integrity Regime</u> website for further details (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html</u>).

# 5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

Refer to Attachment 1 to PART 5

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 Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> — <a href="Labour's">Labour's</a> 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex entitled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture

# 5.1.3 Additional Certifications Precedent to Contract Award

# 5.1.3.1 Independent Bid Determination

The attached Certificate of Independent Bid Determination (Attachment 2 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 – Refer to Attachment 3 to PART 5**

# Attachment 1 to PART 5 - Federal Contractors Program for Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

nder the bid non-responsive or constitute a default under the Contract.	
or further information on the Federal Contractors Program for Employment Equity visit <u>Employment</u> ocial Development Canada (ESDC) – Labour's website.	: and
ate:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation cloate.)	sing
omplete both A and B.	
Check only one of the following:	
) A1. The Bidder certifies having no work force in Canada.	
) A2. The Bidder certifies being a public sector employer.	
) A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>	,
) A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent time and/or permanent part-time employees.	ull-
5. The Bidder has a combined workforce in Canada of 100 or more employees; and	
( ) A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.	
<ul> <li>( ) A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equirous</u>         (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.</li> </ul>	ĽΥ
Check only one of the following:	
) B1. The Bidder is not a Joint Venture.	
R	
) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employme Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)	nt

# Attachment 2 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"])
(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 be true and complete in every respect;</li></ol>
<ol><li>I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;</li></ol>
<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>
5. 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 not affiliated with the Bidder, who:
<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 qualifications, abilities or experience;</li></ul>
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 arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;</li> </ul>
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	)	
		_
Position Title)	(Date)	

#### Attachment 3 to PART 5 - Former Public Servant Certification

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 <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 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 maybe paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### PART 6 - RESULTING CONTRACT CLAUSES

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

# 6.1 Security Requirements

**6.1.1** There is no security requirement applicable to the Contract.

# 6.2 Statement of Requirement

The Contractor must provide Commercial Accommodations in accordance with the Statement of Requirement at Annex A.

# 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

2010C (2022-01-28), 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 the date of Contract award to March 31, 2024.

# 6.4.2 Option to Extend the Contract

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

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

Name: Shawn Balaski

Royal Canadian Mounted Police

Telephone: 780-670-8592 Facsimile: 780-454-4527

E-mail: <u>shawn.m.balaski@rcmp-grc.gc.ca</u>



6.6

6.7

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 will be identified at Contract Award)
	The Project Authority fo	r the Contract is:
	Name: Title:	
	Telephone: Facsimile: E-mail address:	Royal Canadian Mounted Police  ———————————————————————————————————
	Work is being carried or the technical content of discussed with the Proj- authorize changes to th	the representative of the department or agency for whom the ut under the Contract and is responsible for all matters concerning the Work under the Contract. Technical matters may be ect Authority, however the Project Authority has no authority to e scope of the Work. Changes to the scope of the Work can only tract amendment issued by the Contracting Authority.
6.5.3	Contractor's Represer (The Contractor's Repre	ntative esentative will be identified at Contract Award)
	The Contractor's Repre is:	sentative responsible for general enquiries and delivery follow-up
	Name:	
	Title:	
	Telephone No.	
	Facsimile No.	
	E-mail address:	
Proact	ive Disclosure of Contr	racts with Former Public Servants
a <u>Public</u> will be i	<u>Service Superannuation</u> reported on departmental v	atus, with respect to being a former public servant in receipt of <u>Act</u> (PSSA) pension, the Contractor has agreed that this information websites as part of the published proactive disclosure reports, in <u>cy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.
Payme	ent	
6.7.1	Basis of Payment	
	Contract, the Contracto	Contractor satisfactorily completing all of its obligations under the r will be paid firm unit prices, as specified in Annex B" for a cost of amount at contract award). Customs duties are excluded and ktra.
	Canada will not pay the (	Contractor for any design changes, modifications or interpretations of

their incorporation into the Work.

the Work, unless they have been approved, in writing, by the Contracting Authority before

# 6.7.2 Limitation of Expenditure

1.	Canada's tot	al liability to the Contractor under the Contract must not exceed
	\$	Customs duties are included and Applicable Taxes are extra

- 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% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

# 6.7.3 Method of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- 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.

Canada will pay the Contractor on a bi-weekly basis for services during the period covered by the invoice in accordance with the payment provisions of the Contract.

# 6.7.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department A9117C (2007-11-30)

# 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.

- 1. Each invoice must be supported by:
  - a) The folio and charge slip(s).
- 2. Invoices must be distributed as follows:
  - a) Email to the Project Authority every two weeks or upon guest check out, whichever comes first.



#### 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, ar	nd the relations between the parties
determined, by the laws in force in	(insert the name of the province or territory as
specified by the Bidder in its bid, if applicable).	

# 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 2010C (2022-01-28) General Conditions: Services (medium complexity);
- c. Annex A, Statement of Requirement;
- d. Annex B, Basis of Payment;
- e. the Contractor's bid dated (insert at the time of contract award).

#### 6.12. Procurement Ombudsman

#### 6.12.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="mailto:www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information on OPO's services, please see the <a href="mailto:Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> or visit the <a href="mailto:OPO website">OPO website</a>.

#### **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 complainant 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### 6.13 Insurance

#### ANNEX A - Statement of Work

#### 1. TITLE

Commercial Accommodation for the Royal Canadian Mounted Police (RCMP) Dog Service Training Centre in Innisfail, Alberta.

# 2. OBJECTIVE

The RCMP has a requirement for commercial accommodation for participants attending training sessions at the RCMP Police Dog Service Training Centre in Innisfail, Alberta, between the date of Contract award and March 31, 2024.

#### 3. SPECIFICATIONS

The Contractor must provide Accommodations that include the following:

# 3.1 Guestrooms

The following is a breakdown requirement of the guestrooms required:

# a) Requirement 1:

- A total of 3,300 room nights, broken down as per the list in Annex B below.
- · King sized bed, Single occupancy
- 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
- Climate controls for air conditioning and heating;
- Ensuite bathroom with tub, shower, sink, and toilet;
- Non-smoking;
- Living area with television;
- Microwave and fridge;
- Color television (minimum 32") with cable or satellite channels;
- · Coffee maker;
- Iron and ironing board;
- Free local calls.
- Free Wireless high speed internet
- Complimentary Breakfast, served by 6:00 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) Requirement 2:

- A total of 200 room nights broken down as per the list in Annex B below.
- Two Queen sized beds, Double occupancy
- 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
- Climate controls for air conditioning and heating;
- Ensuite bathroom with tub, shower, sink, and toilet;
- Non-smoking;
- Color television (minimum 32") with cable or satellite channels;
- Coffee maker;
- Iron and ironing board;
- Free local calls.
- Free Wireless high speed internet
- Complimentary Breakfast, served by 6:00 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)
- Reservations: All rooms will be reserved, as one block, by a representative of the RCMP.
- d) <u>Payment:</u> The RCMP is responsible for payment of all guestrooms\*. Invoices for accommodations must be sent to the Project Authority for certification and payment.

All additional expenses such as laundry fees, room service and bar charges, long-distance call fees, etc. will be the guest's responsibility regardless of their status.

- \*: The RCMP will provide a list of participants to the facilities a minimum of four (4) days prior to the first reservation date of each block.
- e) Room Cancellation Policy: 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 Alberta 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.

Guests must be able to check out of rooms on weekends, with no weekend charge, and efforts are to be made that guests receive the same room on their return.

# 3.2 Property:

The Hotel establishment must meet the following minimum requirements:

- a) <u>Location</u>: Be located within 45 kilometers of the Police Dog Service Training Centre, Queen Elizabeth II Highway, Exit 365, # 10 28535 Township Road 351, Red Deer County, Alberta T4G 1S8, South West of Innisfail, AB.
- b) Have a minimum Canada Select Star Rating of three (3) stars or CAA / AAA Diamond Rating of three (3) diamonds or greater;
- c) Designated as an extended stay property;
- d) Have a front desk staffed 24 hours per day, 7 days per week;
- e) Have a hot tub or whirlpool or sauna;
- f) Have maintenance available on request;
- g) Require large parking lot with ample stalls and outlets providing complimentary parking for regular and oversized vehicles.

#### 4. Constraints

- 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.
- iii) The contractor agrees to give thirty (30) days' notice of any construction or remodeling to be performed to the property, which might interfere with the guest's safety and/or comfort. In such an event, the Contractor will, if requested by the RCMP, use its best efforts to assist in locating a suitable alternate accommodation with comparable price.
- iv) In the event the Contractor overbooks, that is, accepts more reservations than there are available suitable rooms, under no circumstances will any RCMP guests be bumped. In the event that a room of the type reserved is not available at time of arrival, the Contractor will provide an upgraded room at no additional cost.

# 5. Client Responsibilities

The Project Authority named at the time of contract award will provide the rooming list a minimum of four days before the scheduled training sessions.

# ANNEX "B"

#### **ACCOMMODATION REQUIREMENTS**

The number of rooms required at any given time can vary greatly. There could be the need for up to 40 rooms for the various lengths of time during the period of April to December.

Requirement 1: A minimum of 24 rooms must be available for long-term stays, ranging from 109 to 136 calendar days, over this period.

Requirement 2: Up to 16 additional rooms may be required during the period of April to March, for various lengths of time.

The estimated number of daily bookings for one year could be as many as three thousand five hundred (3,500) nights.

The room requirements are estimated during the period from date of Contract award to March 31, 2024.

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.

# Requirement 1: (Approximate)

- 3 rooms x 136 days x 4 sessions (1,632 nights) April to December
- 3 rooms x 109 days x 5 sessions (1,635 nights) April to October
- 4 rooms x 51 days (204 nights) April to March
- 4 rooms x 25 days (100 nights) April to March

# Requirement 2: (Approximate)

- 16 rooms x 6 days (96 nights) April to March
- 36 rooms x 6 days (216 nights) April to March

#### 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 to firm, all-inclusive (all provisions within the Statement of Work, i.e. breakfast, parking, Wi-Fi, etc.), Taxes 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 provided and accepted.

<u>Please note</u>: The Government of Canada is exempt from the Alberta Tourism Levy, as indicated in the following link. <a href="https://www.alberta.ca/tourism-levy.aspx">https://www.alberta.ca/tourism-levy.aspx</a>

The RCMP also respectfully requests that the destination marketing fees be waived and excluded from the all-inclusive pricing.

INITIA	L CONTRACT PERIOD	Estimated Quantity (A)	Rate CAD (B)	Extended Total CAD (A x B = C)
Initial Contract Period – Contract award date to March 31, 2024				
1.	Guestrooms – Requirement 1	5,225 room nights	\$/night	\$
2.	Guestrooms – Requirement 2	315 room nights	\$/night	\$
	Subtotal (to be used for the financial evaluation) (D)			
Provincial Tax				\$
Total Estimated Cost				\$

OPTION PERIOD 1:		Estimated Quantity (A)	Rate CAD (B)	Extended Total CAD (A x B = C)
Contract Period – April 1, 2024, to March 31, 2025				
1.	Guestrooms – Requirement 1	3,300 room nights	\$/night	\$
2.	Guestrooms – Requirement 2	200 room nights	\$/night	\$
Subtotal (to be used for the financial evaluation) (E)				\$
Provincial Tax				\$
Total Estimated Cost				\$

OPTION PERIOD 2:		Estimated Quantity (A)	Rate CAD (B)	Extended Total CAD (A x B = C)
Contract Period – April 1, 2025, to March 31, 2026				
1.	Guestrooms – Requirement 1	3,300 room nights	\$/night	\$
2.	Guestrooms – Requirement 2	200 room nights	\$/night	\$
Subtotal (to be used for the financial evaluation) (F)				\$
Provincial Tax				\$
Total Estimated Cost				\$

Total Estimated Cost: D + E + F = \$\_\_\_\_\_

#### 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.

Mandatory 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 3.1 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.	
MT.2	The Bidder must clearly demonstrate that the hotel is located within 45 kilometers of the Police Dog Service Training Centre, Queen Elizabeth II Highway, # 10 28535 Township Road 351, Red Deer County, Alberta T4G 1S8, South West of Innisfail, AB.	The Bidder must provide a copy of the Google map image showing the distance from the hotel to the address identified.	
MT.3	The Bidder must clearly demonstrate that it has a minimum Canada Select Star Rating of three (3) stars or CAA / AAA Diamond Rating of three (3) diamonds or greater.	The Bidder must demonstrate, by providing a legible copy of the Canada Select Star Rating or CAA/AAA Diamond rating, that they have a minimum of a three (3) star/diamond rating.	
MT.4	The Bidder must clearly demonstrate that it is designated as an extended stay property.	The Bidder must provide documentation that supports its designation as an extended stay property.	
MT.5	The Bidder must clearly demonstrate that it has a front desk staffed 24 hours per day, 7 days per week.	The Bidder must provide current brochures that demonstrates that it has a front desk staffed 24 hours per day, 7 days per week.	
MT.6	The Bidder must clearly demonstrate that it has a hot tub or whirlpool or sauna.	The Bidder must provide current brochures that demonstrates that it has a hot tub or whirlpool or sauna.	



Mandatory 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.7	The Bidder must clearly demonstrate that it has maintenance available on request.	The Bidder must provide documentation that demonstrates that it has maintenance available on request.	
MT.8	The Bidder must clearly demonstrate that it has a large parking lot with ample stalls and outlets providing complimentary parking for regular and oversized vehicles.	The Bidder must provide current brochures that demonstrate that it has a large parking lot with ample stalls and outlets providing complimentary parking for regular and oversized vehicles.	



# 2. Point rated criteria

POINT RATED CRITERIA		SCORE
RT1	The Bidder should demonstrate, by providing recent photos, brochures and any other supporting information, that they have onsite fitness facilities with:  • ceiling over 6'; • high efficiency ventilation; • rubberized safety flooring; • filtered water refill station;  > Selection of workout equipment including but not limited to:  • treadmill(s); • elliptical(s); • recumbent bicycle(s); • free weights; and • workout benches.  POINTS ALLOCATION:  1 point per bulleted item to a maximum of nine (9) points	/9
RT2	The Bidder should demonstrate, by providing brochures and any other supporting information, that they have a complimentary breakfast with:  Selection of cold items that include but not limited to: cereals, yogurt, hard boiled eggs, whole fruit, various breads or bagels and selection of sweet breads.  Selection of hot items that include but not limited to: eggs (various styles), sausage or ham patties, oatmeal and various toppings.  POINTS ALLOCATION:  1 point per bulleted item to a maximum of nine (9) points	/9
RT3	The Bidder must provide a copy of the Google map image showing the Hotel property is located in low traffic area.  POINTS ALLOCATION:  0 points - if located in a high traffic area 10 points - if located in a low traffic area	/10

RT4	The Bidder should demonstrate, by providing recent photos, brochures and any other supporting information, that they have onsite laundry facilities with:  A minimum of 2 washing machines and 2 dryers.  POINTS ALLOCATION:  0 points - if no on-site laundry facilities 10 points - if facility has a min. of 2 washing machines and 2 dryers	/10
RT5	The Bidder should demonstrate, by providing recent photos, brochures and any other supporting information, that they are enrolled in the Canada Green Key, Green Leaf Eco-Rating Program or LightStay Program. Environmental friendly practices/policies such as guests are given the option to reuse linens and towels instead of having them replaced daily and various recycling.  POINTS ALLOCATION:  0 points - if not enrolled 10 points - if enrolled	/10
RT6	The Bidder should demonstrate, by providing recent photos, brochures and any other supporting information, that they have a lending program that supports guests by allowing them to borrow items they might use at home, but cannot bring with them while traveling. Available items such as:  • slow cooker, • blender, • rice cooker, • BBQ & BBQ grilling tools, and • various board games  POINTS ALLOCATION:  1 point per bulleted item to a maximum of five (5) points	/5

Total Points /53