



**RETURN BIDS TO:**

[IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca](mailto:IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca)

**Attn: Matthew Johnson**

**FOR ELECTRONIC BIDS:**

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

**IMPORTANT NOTICE TO SUPPLIERS**

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

**REQUEST FOR PROPOSAL**

**Proposal To: Citizenship and Immigration Canada**

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

**Instructions : See Herein**

**Instructions: Voir aux présentes  
Issuing Office – Bureau de distribution  
Citizenship and Immigration Canada  
Procurement and Contracting Services  
70 Crémazie  
Gatineau, Québec K1A 1L1**

<b>Title – Sujet</b>	
<b>Temporary Accommodation and Booking Services</b>	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
<b>CIC - 9463</b>	<b>March 01, 2023</b>
<b>Solicitation Closes – L'invitation prend fin at – à</b>	<b>Time Zone Fuseau horaire</b>
<b>2:00 PM on – March 10, 2023</b>	<b>EST</b>
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine: <input type="checkbox"/></b>	<b>Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/></b>
<b>Address Inquiries to: - Adresser toutes questions à :</b>	
<a href="mailto:IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca">IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca</a>	
<b>Telephone No. – N° de téléphone :</b>	
n/a	
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b>	
See Herein	
<b>Delivery required - Livraison exigée</b>	
<b>See Herein</b>	
<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<b>(type or print)/ (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	
<b>Date</b>	



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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

**\* Please note this contract does not contain security clauses, but does contain limitations and constraints on handling of client data. See Appendix “H”.**

### 1.2 Summary

In response to Russia’s invasion of Ukraine, the Minister of Immigration, Refugees and Citizenship announced the launch of the Canada-Ukraine Authorization for Emergency Travel (CUAET) on March 17, 2022. The CUAET is a special, accelerated temporary residence pathway for Ukrainians seeking safety in Canada while the conflict in their home country continues.

With the CUAET, Ukrainians and their family members of any nationality may stay in Canada as temporary residents for up to three years. They will also be eligible for a free open work permit or study permit, which will allow them to work for almost any Canadian employer or enroll in a Canadian education program. There is no limit to the number of people that will be welcomed under this special temporary visa.

This contract will seek to provide the CUAET Visa holders with booking services and up to fourteen (14) nights accommodations within, but not limited to the following cities ;

- St. John’s, Newfoundland and Labrador
- Halifax, Nova Scotia
- Moncton, New Brunswick



- Ottawa, Ontario
- Toronto, Ontario
- Winnipeg, Manitoba
- Saskatoon, Saskatchewan
- Calgary, Alberta
- Edmonton, Alberta
- Vancouver, British Columbia

The contractor will be responsible for finding the temporary accommodation and communication to book IRCC clients into the temporary accommodation. The temporary accommodation acquired under this contract must be in accordance with established commercial accommodation standards.

The contractor will be reimbursed as per the basis of payment detailed in the contract, Appendix E Basis of Payment.

### **1.2.1 Single Contract**

Canada is seeking to establish a contract for booking services and temporary accommodations as defined in Appendix "D", Statement of Work, for a period of up to twelve (12) months including all options.

The requirement is subject to the provisions of all international trade agreements.

**The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 6 - 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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

If you have any concerns relating to the procurement process, please refer to the [Bid Challenge and Recourse Mechanisms](#) 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 Office of the Procurement Ombudsman (OPO).

### **1.4 Mandatory Requirements**

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out on the [CIC Website](#).

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

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

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

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



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

## 2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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



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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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





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

### **3.1 Bid Preparation Instructions**

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

Section I:      Technical Bid – One Electronic Copy

Section II:     Financial Bid - One Electronic Copy

Section III:    Certifications - One Electronic Copy

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

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

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

- (a) use a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

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



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

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

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

The Bidder's agent rates per shift in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract.

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

### **3.2 SACC Manual Clauses**

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

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

#### **Section III: Certifications**

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. Simply responding as “met” is not sufficient. The Bidder must provide the necessary documentation to support compliance with each criteria.

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

For each project summary provided, Bidders are required to provide specific dates (month and year) of experience as well as the total duration of project (number of months). The month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

Identification	Mandatory Technical Criteria	Met	Not Met
<b>M1</b>	<p>The Bidder must have a minimum experience of two (2) years, within the last five (5) years from bid closing, providing the same level of services identified within the Statement of Work appendix “D”.</p> <p>To demonstrate compliance with this criterion please provide proof of qualifications via project examples with dates and references for each project referenced.</p>		
<b>M2. Management Structure</b>			
M2– Management Structure	<p>The Bidder must describe their proposed team structure which includes the following roles:</p> <ul style="list-style-type: none"> <li>a. Project Director for the Booking Agents</li> <li>b. Agents on call</li> <li>c. Service coordinator, Reporting and Finance coordinator</li> </ul>		



	<p>To demonstrate compliance with this criterion, at the time of bid submission, the Bidder must provide the following information for each of the roles listed above:</p> <ul style="list-style-type: none"> <li>a. List of names of the individuals included in the management team.</li> <li>b. Their corresponding titles</li> <li>c. Their respective roles and responsibilities.</li> <li>d. Contact Information consisting of telephone number and email address.</li> </ul> <p>The team structure must demonstrate how each resource’s skillset will contribute to the overall project.</p>		
M3 Operations	<p>The Bidder must demonstrate as to how they will provide the required services in accordance with the Statement of Work Appendix “D”.</p> <p>The contractor must provide details of the actions for each deliverable such as:</p> <ul style="list-style-type: none"> <li>a. Demonstrate their ability to execute the work. This will include the plan to maintain service standards for 24 hours per day, 7 days a week, as described in the Statement of Work Appendix “D” and including Emergency management issues such as an unexpected and overwhelming influx of clients.</li> <li>b. Demonstrate the ability to provide comprehensive reports on deliverables on a regular basis and continuously communicate with IRCC and other partners.</li> <li>c. How the Bidder will manage sudden increases in the volume of clients on short notice (e.g. within under one (1) hour of being notified)</li> <li>d. How the Bidder will manage/maintain call lists of readily available contingency staff to ensure continuity and avoid any gaps in service.</li> <li>e. How the bidder will provide support to IRCC throughout the period of contract via email and phone communication</li> </ul>		

#### 4.1.2 Financial Evaluation

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

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

For the purposes of bid evaluation, Basis of Payment, Appendix “E” will be used. The Bidder must provide all inclusive rates for the resources (booking agents) being proposed in accordance with the bid solicitation, for the initial contract period and option periods. The financial bid will be determined based on the booking agent rates, as commercial hotel rooms will be reimbursed at cost.



The volumetric data included in the pricing schedule detailed in Appendix “E”, Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

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

#### **4.1.3 Formulas in Pricing Schedule**

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

#### **4.1.4 Substantiation of Professional Services Rates**

In Canada’s experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm’s length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer’s name and personal information on the invoice submitted to Canada);
- b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder’s ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder’s ability to recover its own costs in



providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least **20%** of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Rates of proposals that are technically responsive will be considered.

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection - Lowest Evaluated Price**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in Appendix “E”, Basis of Payment table under “**TOTAL EVALUATED PRICE**” will be recommended for award of contract.



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Integrity Provisions – List of Names**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the [Integrity Regime website](#), to be given further consideration in the procurement process.

#### **5.2.3 Federal Contractors Program for Employment Equity – Bid Certification**



By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the [Federal Contractors Program \(FCP\)](#) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the webpage.

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 [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.

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.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. 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 **federally regulated employer** being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. 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 Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (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.

B. Check only one of the following:

- ( ) B1. The Bidder is not a Joint Venture.

**OR**

- ( ) 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 Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

### **Certification**

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



## PART 6 - RESULTING CONTRACT CLAUSES

### APPENDIX “A”, GENERAL TERMS AND CONDITIONS

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

#### **A1. Standard Acquisition Clauses and Conditions Manual**

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

**A1.1** An electronic version of the [SACC Manual](#) is available on the Buy and Sell Website.

**A1.2** An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the [CIC Website](#).

#### **A2. Terms and Conditions of the Contract**

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

#### **A3. General Conditions**

**A3.1** General Conditions [CIC-GC-001 \(2020-12-02\)](#), Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



## APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

### B1. Priority of Documents

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

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Confidentiality Agreement;
- h) Appendix “G” – Vendor Information and Authorization Form;
- i) Appendix “H” - Limitations and Constraints on handling of Individuals Data
- j) the Contractor's proposal dated \_\_\_\_\_(TBD)

### B2. SACC Manual Clauses

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

ID	Date	Title
<a href="#">A9117C</a>	<a href="#">2007-11-30</a>	<a href="#">T1204 - Direct Request by Customer Department</a>
<a href="#">A9116C</a>	<a href="#">2007-11-30</a>	<a href="#">T1204 Information Reporting by Contractor</a>
<a href="#">C0705C</a>	<a href="#">2010-01-11</a>	<a href="#">Discretionary Audit</a>
<a href="#">1031-2</a>	<a href="#">2012-07-16</a>	<a href="#">Contract Cost Principles</a>

### B3. Security Requirement

There is no security requirement associated with the requirement.

### B4. Period of Contract

The period of the Contract is from date of contract award up to (4) four months later.

#### B4.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to (2) two additional (4) four month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least (15) fifteen calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



## **B5. Termination on Thirty (30) Days Notice**

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

## **B6. Certifications / Compliance and Additional Information**

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

### **B6.1 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **B7. Insurance Requirements**

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

## **B8. Statement of Work**

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

## **B9. Authorities**

### **B9.1 Contracting Authority**

The Contracting Authority for the Contract is:

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



The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **B9.2 Project Authority**

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## **B9.3 Technical Authority**

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

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

## **B10. Confidentiality Agreement**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed confidentiality agreement, found in Appendix “F”, Confidentiality Agreement, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## **B11. Proactive Disclosure of Contract with Former Public Servants *(If applicable)***

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



## APPENDIX “C”, TERMS OF PAYMENT

### C1. Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred\* in the performance of the Work, plus fixed fee in accordance with the Basis of payment Appendix “E”, to a ceiling price of \$3,750,000.00 Customs duties are included and Applicable Taxes are included.

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

#### C1.1 Fixed Fee

Fixed fee will be charged for booking agent services in accordance with Appendix “E Basis of Payment”

#### \*C1.2 Cost Reasonably and Properly Incurred

Costs reasonably and properly incurred refers to accommodation bookings for up to 14 nights per client(s). The contract will be paid at cost for the total amount of the stay.

The contractor must have the accommodation rates pre-approved by the Project Authority or Contracting Authority prior to the reservation via email.

The contractor must provide receipts for hotel booking costs per client, with their monthly invoices.

### C2. Method of Payment

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

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

### C3. Applicable Taxes

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



#### **C4. 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

Invoices must be distributed as follows:

- c) The original and one (1) copy must be forwarded to the following address for certification and payment.
- a) [IRCC.FINInvoices-FacturesFIN.IRCC@cic.gc.ca](mailto:IRCC.FINInvoices-FacturesFIN.IRCC@cic.gc.ca)

#### **C5. Other Direct Expenses**

The Contractor will be reimbursed the other direct expenses it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.



## APPENDIX “D”, STATEMENT OF WORK

### D1. Title

Emergency Accommodation Services in Canada.

### D2. Objective

Immigration Refugees and Citizenship Canada (IRCC) requires the support of a Contractor that will provide emergency hotel booking services to clients and their families through an online and phone centre with 24/7 service. This initial offer for emergency assistance will be for up to a total of 14 calendar days per client(s) if no other suitable lodging and/or services have been secured. Given that clients are also supported by other funded service providers, these funded organizations will provide in-person to clients and access hotel booking services on their behalf. Therefore, no other services are required other than arrangement of accommodations via virtual or telephone operations.

### D3. Background

The world is facing unprecedented flows of migrants and refugees, and Canada is not immune to these trends. IRCC’s mission is to build a stronger Canada by developing and implementing policies, programs and services that facilitate the arrival, settlement, and integration of newcomers to Canada. The Government of Canada is committed to working collaboratively to help alleviate the pressures facing communities with respect to providing temporary housing.

The federal government is working with various stakeholders to provide temporary accommodation and support services for many newcomers. This includes asylum seekers, government assisted refugees and Ukrainians and their families facilitated through the Canada-Ukraine authorization for emergency travel. While funded service providers deliver regular temporary accommodations for clients, there have been gaps in service given rapid increases to the number of newcomers arriving in Canada. IRCC is therefore in need of surge support where accommodations are not currently covered through existing contracts.

Given the unpredictability of mass arrivals who have no knowledge of or established connections in Canada, IRCC is seeking an experienced and respected organization with a proven track record that has experience providing hotel booking support on short notice. Given that clients are eligible for IRCC funded settlement services, IRCC will connect the Contractor with regional service provider organizations in order to coordinate temporary accommodation services for the clients they serve.

### D4. Tasks

These services will focus on booking hotel rooms for clients across Canada, including but not limited to the following cities:

- Toronto, Ontario
- Calgary, Alberta
- Halifax, Nova Scotia
- Ottawa, Ontario





- Vancouver, British Columbia
- Edmonton, Alberta
- Saskatoon, Saskatchewan
- Winnipeg, Manitoba
- St. John's, Newfoundland and Labrador
- Moncton, New Brunswick

The Contractor shall be responsible for the following services:

1. Upon request from a designated service provider via telephone, email and/or online application, the Contractor will provide an initial accommodation booking support of up to 7 calendar days at commercial hotel accommodation to clients with the ability to extend to a total of 14 calendar days (contingent on room availability). Room requirements to be determined on case by case basis.
2. In order to minimize the possibility of no hotel accommodations being available when needed, the Contractor may book/reserve a block of hotel rooms in cases of sustained high demand. The number of rooms is to be determined in consultation with an IRCC official which will occur, at minimum, on a weekly basis.
3. Attending meetings and staying in constant communication with IRCC project Authority to identify operational concerns, identify gaps, review processes and develop an effective management framework for all services offered.
4. Participate in weekly meetings organized by IRCC and community partners on temporary accommodation efforts to anticipate levels of demand in cities across Canada and address any issues encountered in service delivery. Notify IRCC immediately of any problems, including mitigation strategies to pro-actively stay ahead of potential issues. The Contractor must take steps to resolve issues and report to IRCC on steps taken, risk mitigations and resolutions. IRCC may direct the Contractor to take specified steps to resolve and prevent recurring.

#### **D5. Deliverables**

1. The Contractor must fulfill the tasks stated in the section D4 and submit one (1) electronic copy weekly to the Project Authority outlining the accomplishments/services delivered over the course of the reporting period, such as the daily number of clients provided with emergency accommodation, the number of rooms booked during the reporting period as well as occupancy trends in various hotel locations and emerging developments

#### **D6. Reporting**



The Contractor must:

1. Provide weekly report of information gathered as outlined within section D5.
2. Provide monthly expenditures reports by location detailing level of effort provided and summary of expenses incurred during the given period no later than 30 calendar days after the reporting period.
3. Provide reports in either French or English.
4. Provide detailed weekly activity reports of all activities, demographic composition, level of effort and expenditures in any of Canada's official languages

#### **D7. Limitations and Constraints**

1. Unless otherwise specified, the Contractor must use its own or subcontractors' personnel and equipment for the performance of the Services.
2. The Contractor must ensure that clients receive services in a safe, secure and respectful environment, and that their staff have the tools and training to ensure that this occurs.
3. Where the Contractor has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Project Authority of the privacy breach. The Contractor will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. IRCC may direct the Contractor to take specified steps to resolve and prevent a recurrence.
4. In the event that the Contractor is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Contractor shall notify IRCC and the affected client immediately and where possible in advance.
5. The Contractor will indemnify Canada from all claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Contractor of its obligations. IRCC will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Contractor of its obligations. IRCC is not liable for



the physical safekeeping and privacy of documents provided to the Contractor while such documents are in the possession or control of or under the responsibility of the Contractor, or, in the process of being transferred or transmitted to the IRCC.

**D8. Languages**

Tasks under the section D4 must be conducted in English.

Weekly activity reports, item (1) under the section D6, can be provided in either of Canada's official languages.

**D9. Availability of Personnel**

As the services are responsive in nature, the Contractor will need to provide emergency accommodations 24 hours per day. The contractor will book/reserve emergency hotel rooms upon request by IRCC funded organizations delivering settlement services across Canada, with 24 hour availability to support emergency client needs.

**D10. Diversity**

IRCC is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values.

More information can be found at:

<https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>

**D11. Accessibility**

All information to appear on Contractor's website or public facing websites must comply with Level 1 and Level 2 of the [Web Content Accessibility Guidelines 2.0](#).



## APPENDIX “E”, BASIS OF PAYMENT

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

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

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

**Canada's total liability to the Contractor under the Contract shall not exceed \$3,750,000.00 including all hotel room fees, booking agent fees and all applicable taxes.**

1. The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all inclusive rate (in Cdn \$) for each of the services identified.
2. The prices or rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
  - a) all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the [Justice Website](#);
  - b) any travel expenses for travel between the Contractor's place of business and the NCR; and
  - c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
3. The volumetric data included in the pricing schedule detailed in Appendix “E”, Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.



**Table A – Booking Agent Per diems - 2:00 PM – 2:00 AM EST**

( A ) Service Type	( B ) Estimated Number of Booking Agents required per shift *	( C ) Estimated Number of days	( D ) Per Diem Cost Per Agent	( E ) Total = $B \times C \times D$
Canada Wide Booking Agents ( must be able to service all of Canada)	12	120 Days	\$ To be inserted by bidder)	\$ To be inserted by bidder)
Option Period (1) one – four (4) months				
Canada Wide Booking Agents ( must be able to service all of Canada)	12	120 Days	\$ To be inserted by bidder)	\$ To be inserted by bidder)
Option Period (2) two – four (4) months				
Canada Wide Booking Agents ( must be able to service all of Canada)	12	120 Days	\$ To be inserted by bidder)	\$ To be inserted by bidder)
Total Value (sum of column E) =				\$ To be inserted by bidder)

**Hotel room costs will be paid for by IRCC on an at cost basis. Hotel booking confirmation and receipt will need to be forward to IRCC with each of the invoices. Note, IRCC will not reimburse hotel rooms that are over 14 night stays for the same client.**

**It is understood that the clients will have specific needs regarding rooms types, accommodations and pet fees. IRCC Project Authority will approve appropriate cost for each type of guest room, plus additional accommodation costs at contract award.**

**\*Shift is defined as 2:00 PM– 2:00 AM EST**



**Table B – Booking Agent Per diems - 2:00 AM – 2:00 PM EST**

( A ) Service Type	( B ) Estimated Number of Booking Agents required per shift *	( C ) Estimated Number of days	( D ) Per Diem Cost Per Agent	( E ) Total = BxCxD
Canada Wide Booking Agents ( must be able to service all of Canada)	3	120 Days	\$ To be inserted by bidder)	\$ To be inserted by bidder)
Option Period (1) one – four (4) months				
Canada Wide Booking Agents ( must be able to service all of Canada)	3	120 Days	\$ To be inserted by bidder)	\$ To be inserted by bidder)
Option Period (2) two – four (4) months				
Canada Wide Booking Agents ( must be able to service all of Canada)	3	120 Days	\$ To be inserted by bidder)	\$ To be inserted by bidder)
Total Value (sum of column E) =				\$ To be inserted by bidder)

Hotel room costs will be paid for by IRCC on an at cost basis. Hotel booking confirmation and receipt will need to be forward to IRCC with each of the invoices. Note, IRCC will not reimburse hotel rooms that are over 14 night stays for the same client.

It is understood that the clients will have specific needs regarding rooms types, accommodations. and pet fees. IRCC Project Authority will approve appropriate cost for each type of guest room, plus additional accommodation costs at contract award.

\*Shift is defined as 2:00 AM– 2:00 PM EST

<b>TABLE A – TOTAL (excluding taxes)</b>	To be provided by Bidder
<b>TABLE B – TOTAL (excluding taxes)</b>	To be provided by Bidder
<b>TOTAL EVALUATED PRICE = SUM OF TABLE A + TABLE B (excluding taxes)</b>	To be provided by Bidder



## APPENDIX “F”, CONFIDENTIALITY AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial Number \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by Citizenship and Immigration Canada and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX "G", VENDOR INFORMATION AND AUTHORIZATION FORM

### Vendor Name and Address

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#### Legal Status (incorporated, registered, etc.)

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

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

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

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

#### Central Point of Contact

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

Name and Title \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

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





## APPENDIX “H”, Limitations and Constraints on handling of Individuals Data

### Subject: Temporary Accommodation and Booking Services

Hello,

This correspondence is concerning the ‘no security requirement’ Contract – [to be identified at contract award](#) requiring the support and services of an experienced and respected Contractor with a proven track record that has experience providing accommodation and booking services to people.

As the Deputy Chief Security Officer (D/CSO) of Immigration, Refugees and Citizenship Canada (IRCC), I have approved the contract be awarded without security requirements; however, the contractor must comply with the following limitations and constraints:

1. Personal information collected or maintained by the Contractor is subject to the provisions of the applicable federal, provincial or territorial privacy and access to information legislation or the Personal Information Protection and Electronic Documents Act (PIPEDA).
2. The Contractor will limit their collection of personal information to only that which is necessary for them to carry out their programming and must be proportional to the benefit to be derived from the expected outcomes of the Project.
3. Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. When requested, the Contractor shall provide clients with reasonable access to view their information that was collected for purposes of programming funded by the Department.
4. The Contractor shall take all security measures reasonably necessary to protect any such personal information using methods that are generally used by prudent public and private sector organizations. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.
  - a) To further this requirement, the Contractor must limit the quantity of personal information provided in electronic mail correspondences to support a “no security requirement” contract.



5. Where the Contractor has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Office of the Privacy Commissioner of Canada of any privacy breaches. The Department will also need to be notified of any breaches. The Contractor will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The Department may direct the Contractor to take specified steps to resolve and prevent a recurrence.
  
6. In the event that the Contractor is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Contractor shall notify the Office of the Privacy Commissioner of Canada and the affected client(s) immediately and where possible in advance.
  
7. The Contractor shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Contractor of its obligations. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Contractor of its obligations. The Department is not liable for the physical safekeeping and privacy of documents provided to the Contractor while such documents are in the possession or control of or under the responsibility of the Contractor, or, in the process of being transferred or transmitted to the Department.

If the scope of contract changes and/or amendments are made to the contract thereby impacting the security requirements, IRCC will re-assess the Security Requirement Checklist and make the requisite changes to the contract and the Statement of Work. At that point, the Contractor would have to meet all Security Requirements



Sincerely,

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Marc Primeau  
IRCC Director of Corporate Security & D/CSO

I acknowledge and accept the terms specified in this letter. [To be finalized at contract award](#)

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