

**SOLICITATION CLOSES
L'INVITATION PREND FIN**

**at - à 02:00 PM
on - le 11 March 2024**

**Time Zone: - Fuseau horaire:
Eastern Daylight Time (EDT)**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITIONS**

**Proposal to: Department of National Defence
(DND)**

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 au : ministère de la Défense
nationale (MDN)**

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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

Issuing Office - Bureau de distribution

DSPCOS / DCASSO

Title - Sujet Accommodations – St. Johns, Newfoundland and Labrador	
Solicitation No. - N° de l'invitation W8484-24-0579	
Date 14 February 2024	
Reference No. (optional) - N° de référence (facultatif)	
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À : By e-mail to: Emily.Keenan@forces.gc.ca	
Address enquiries to: Adresser toute demande de renseignements à : Emily Keenan Telephone No. E-Mail Address N° de téléphone Courriel Emily.Keenan@forces.gc.ca	
FOB - FAB See herein.	
Destination See herein.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° 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 Introduction

The bid solicitation is divided into six parts plus attachments and annexes, 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.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity – Certification.

1.2 Summary

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, and the Canada-Peru Free Trade Agreement (CPFTA).

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.

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 Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada

Section 02, Procurement Business Number is deleted in its entirety.

Section 05, Submission of Offers – Subsection 2(d) is deleted and replaced by:

It is the Offeror's responsibility to send its offer only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.

Subsection 5.4 of 2003 (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

Section 07, Delayed Offers is deleted in its entirety.

Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect Service is deleted in its entirety.

Section 20, Further Information is deleted in its entirety.

2.2 Submission of Bids

Unless specified otherwise, offers must be received by the Contracting Authority at the electronic address identified by the date, time and place indicated on page 1 of the solicitation.

2.3 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: 2019-01 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 2 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.

2.5 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

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

Section I: Technical Bid

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

MC No.	Mandatory Technical Criteria	Annex A, Statement of Work Reference	Met Y/N	Reference to Bidder Proposal
MC-1	<p>The Bidder must demonstrate that all contracted facilities are located within the same building no more than 1.5 kilometers, measured by straight line from the War Memorial St. Johns, NL. Specifically, GPS Coordinates: Latitude: 47° 34' 03" N Longitude: 52° 42' 13" W.</p> <p>To demonstrate compliance with this criterion, at the time of bid submission, the Bidder must provide a map that clearly identifies the straight line distance, in kilometers, from the Bidder's contracted facility to St Johns as per the GPS Coordinates.</p>	2.2		
MC-2	<p>The Bidder must demonstrate that they can provide up to 30 single-occupancy and 35 double - occupancy rooms meeting the requirements in the Statement of Work, section 2.3 Single and Double Occupancy Rooms for the estimated dates detailed in the Statement of Work, Table 1a Accommodations.</p> <p>To demonstrate compliance with this criterion, at the time of bid submission, the Bidder must provide a plan that details how the Bidder will:</p> <ul style="list-style-type: none"> a) Must provide check-in and check-out; b) Must provide single-occupancy rooms that have a private bathroom with a minimum of toilet, sink, and shower; c) Must provide a key for each occupied room. Rooms must be able to be locked from the interior to prevent the door from opening when the room is occupied; d) The Contractor must provide daily room cleaning, including vacuuming, disinfecting, sweeping, dusting, all floors, and the bathroom daily; e) Must provide personal Wi-Fi access for CAF personnel use; and f) Must provide heating and air conditioning. 	2.3.		
MC-3	<p>The bidder must demonstrate that they have an indoor on-site fitness facility.</p>	2.4		
MC-4	<p>The Bidder must demonstrate that they have the capacity to accommodate and reserve eight (8) staff vehicles.</p> <p>To demonstrate compliance with this criterion, at the time of bid submission, the Bidder must include clear picture(s) of the proposed parking facility and indicate it is reserved for CAF use.</p>	2.5		
MC-5	<p>The Bidder must demonstrate that they can provide one (1) meeting room that accommodates at least 20 CAF personnel as per the requirements in the Statement of Work, section 2.6 Meeting Rooms.</p> <p>To demonstrate compliance with this criterion, at the time of bid submission, the Bidder must include clear picture(s) of the proposed meeting room which contain the following:</p> <ul style="list-style-type: none"> a) Sufficient space to have no more than 20 people at a table as described in the Statement of Work, section 2.6 Meeting Rooms; 	2.6		

	<p>b) Evidence of controlled access as defined in the Statement of Work, section 1.2 (d).</p> <p>c) Boardroom that can adequately accommodate 20 CAF personnel.</p>			
MC-6	<p>The Bidder must demonstrate that they can provide an on-site cafeteria seven (7) days per week with the capacity to meet the requirements in the Statement of Work, section 2.7.</p> <p>To demonstrate compliance with this criterion, at the time of bid submission, the Bidder must include a Brochure that includes a picture of the cafeteria showing the capacity to feed 80 people.</p>	2.7		

4.1.2 Financial Evaluation

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

A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

C2000C (2007-11-30), Taxes – Foreign-based Contractor

4.2 Basis of Selection

A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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 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 (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website.

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.

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 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.2 Standard Clauses and Conditions

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

6.2.1 General Conditions

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 30 July 2024 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Emily Keenan
Title: Material Acquisition and Support Specialist
Directorate: DSPCOS 6
Address: 101 Colonel By Drive
Ottawa, Ontario, Canada
K1A 0K2
E-mail address: Emily.Keenan@forces.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail: _____.

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor has identified the following individual as its representative for administrative matters relating to the Contract.

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail: _____.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a 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: 2019-01 of the Treasury Board Secretariat of Canada.

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: 2019-01 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.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Price

C6000C (2017-08-17), Limitation of Price

6.7.3 Multiple Payments

H1001C (2008-05-12), Multiple Payments

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) The original must be forwarded to the Contracting Authority at the email address shown on page 1 of the Contract for certification and payment.

6.9 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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 2035 (2022-12-01);
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____,

6.12 Insurance

G1005C (2016-01-28), Insurance - No Specific Requirement

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" STATEMENT OF WORK

1. Scope

1.1. Purpose

The Canadian Armed Forces (CAF) will honour the sacrifice of the Royal Newfoundland Regiment by holding a 3-day vigil and parade for the Unknown Soldier repatriated from the battlefield of Northern France to be interned in the Tomb of the Unknown soldier in St. Johns, Newfoundland and Labrador (NL). The CAF will contract accommodations, breakfast rations, boardroom rental and parking in St Johns NL for the period of 21st June to 3rd July 2024.

1.2

- a. A single-occupancy room is defined as a room with at least one bed (single or larger);
- b. A double-occupancy room is defined as a room with at least two separate beds (single or larger) where two people will share the same room;
- c. Controlled access is defined as controlling access to rooms that CAF members occupy. This may be done through keys, key cards, access codes and building staff. Access door must be able to be locked from the interior and prevent the door from opening when the room is occupied.

2. Requirements

2.1. Tasks

2.1.1 The Contractor must provide accommodations and breakfast services for 80 people* for the estimated dates below:

***Note 1 Statement of Work, Table 1a – Accommodations and Table 1b – Food Services:** 80 people and 80 breakfast meals daily are required for the dates listed in Table 1a – Accommodations and Table 1b – Food Services.

Table 1a – Accommodations*		
Single and Double Occupancy Rooms		
Estimated Check-In and Check-out Dates	Estimated Number of Days	Estimated Number of Rooms
Period 1: Check In: 21 June 2024 Check Out: 03 July 2024	12	3 single
Period 2: Check In: 21 June 2024 Check Out: 02 July 2024	11	9 single 3 double
Period 3: Check In: 26 June 2024 Check Out: 02 July 2024	7	18 single 22 double
Total Estimated Number of Room Days	261 single occupancy, 187 double occupancy	

Table 1b – Food Services*			
Food Services			
Estimated Check-In and Check-out Dates	Meal Type	Estimated Number of Days	Estimated Quantity
Period 1: Check In: 21 June 2024 Check Out: 03 July 2024	Breakfast	12	3
Period 2: Check In: 21 June 2024 Check Out: 02 July 2024	Breakfast	11	15
Period 3: Check In: 26 June 2024 Check Out: 02 July 2024	Breakfast	6	62

2.2. Technical Requirements

The requirements detailed below are the minimum requirements.

2.2.1 All contracted facilities must be in the same building and no more than 1.5 kilometers, measured by straight line from the War Memorial St. Johns, NL. Specifically, GPS Coordinates: Latitude: 47° 34' 03" N Longitude: 52° 42' 13" W.



2.3. Single and Double Occupancy Rooms

2.3.1 The Contractor must provide 30 single-occupancy and 25 double - occupancy rooms for the dates detailed in Table 1a – Accommodations.

2.3.2 All rooms must be available in accordance with the following daily schedule:

- a. Check-in time: No later than 3:00 PM; and
- b. Check-out time: No earlier than 11:00 AM

2.3.3 All rooms must be non-smoking.

2.3.4 All rooms must have a private bathroom with a minimum of toilet, sink, and shower.

2.3.5 The Contractor must provide a key for each single - occupancy room and 2 keys for each double-occupancy room. Rooms must be able to be locked from the interior to prevent the door from opening when the room is occupied.

2.3.6 The Contractor must provide daily room cleaning.

2.3.7 All rooms must have access to Wi-Fi internet services.

2.3.8 All rooms must be heated and air conditioned.

2.4 Fitness

2.4.1 The contractor will provide access to an indoor on-site fitness facility.

2.5 Parking Spaces

2.5.1 The Contractor must provide 8 parking spaces.

2.6 Meeting Rooms

2.6.1 The Contractor must provide one (1) meeting room that accommodates 20 CAF personnel, and meets the following criteria:

- a. Must be for the exclusive use of CAF personnel;
- b. Must be available daily for the duration of the contract;
- c. Must have seating with chairs for 20 CAF personnel;
- d. Must have boardroom tables sufficient to have 20 chairs fit around boardroom table(s).
- e. Must have controlled access;
- f. Must have access to Wi-Fi internet services, and
- g. Must have access to multi-media devices and include cables to hook up a laptop, screen(s) and projector(s).

2.7 Food Services

2.7.1 The Contractor must:

- a. Provide an on-site cafeteria seven (7) days per week;
- b. Provide daily breakfast meals that fall within 06:30 - 08:00 hours; and
- c. Have the capacity to meet the estimated number of meals listed in Statement of Work, Table 1b – Food Services for the estimated number of days and the standard per-person meal entitlement listed in table 2.

2.7.2. The CAF will:

- a. Provide the Contractor with one week’s notice on dietary restrictions, e.g. allergies, sensitivities or religious requirements.

Table 2 - Standard Per-Person Meal Entitlement	
Meal	Standard Meal Entitlement
Breakfast	Juice; Fruit; Breakfast entrée; Breakfast meat or alternative; Cheese or Yogurt; Breakfast starch; Breakfast vegetable; Bread product; Two beverages; and Condiments/Preserves. e.g. Eggs, pancakes, French toast, waffles. bacon, ham, sausage, cereal.

3. Constraints

3.1 CAF personnel must not be relocated to another room during their stay unless requested by the Technical Authority or for emergency maintenance purposes.

3.2 The Contractor must provide early check-in and late check-out as required to accommodate flight times and/or schedule changes if available. If not feasible, in lieu of early check-in or late-check-out, a luggage storage area must be provided as required.

4. Incidental Charges

4.1 Incidental Charges incurred by CAF personnel occupying the rooms must be managed independently from the Contract. Canada must not be invoiced under the resulting contract for any incidental charges for any of the rooms or suites. The TA will confirm with the Contractor or Contractor's staff that final payment is made for the incidental charges prior to check-out on the day of departure. Examples of incidental charges that would not be covered by this Contract include but are not limited to:

- a. Telephone charges;
- b. Food and beverage charges outside what is stipulated in this contract;
- c. Minibar charges;
- d. Movies/pay per view; and
- e. Charges for damages;

5. Contractor Responsibilities

5.1 Upon discovery of any damages to the accommodation property done by Canada, the Contractor must report the incident in person or by email to the TA for investigation as soon as possible.

5.2 The Contractor must provide individual key access to all rooms.

6. CAF Responsibilities

6.1. The TA will be responsible to provide a list of the names of the personnel staying in the accommodation at least fourteen (14) days prior to the occupancy dates and updating the names as required.

6.2 The TA will be the CAF primary point of contact for customer service and administrative matters pertaining to rooms, meeting rooms, parking spaces, food, and fitness facilities.

6.3 The TA will advise the Contractor immediately upon discovery of any damages to the accommodation property. Damage(s) to the accommodation will be reported to the TA. All charges for damage(s) will not form part of the contract and will be settled outside of the contract.

ANNEX “B” BASIS OF PAYMENT

1. The Bidder must provide accommodations, boardroom, parking, and food services in accordance with Annex A – Statement of Work.
2. Basis of payment will be firm fixed rate for the duration of the contract.
3. All prices are in Canadian currency, taxes excluded.
4. Note to bidder – an example of how the (A * B * C = \$ Total) formula will be calculated is as follows: 12 * \$5 * 3 = \$180.00.
5. Please complete all yellow **highlighted** fields.

ACCOMMODATIONS

Check in	Check out	# of Nights (A)	Single Occupancy		Total cost
			Nightly Price (B)	# of Rooms (C)	(A*B*C)
<u>Period 1:</u> 21 June 2024	03 July 2024	12	\$	3	\$
<u>Period 2:</u> 21 June 2024	02 July 2024	11	\$	9	\$
<u>Period 3:</u> 25 June 2024	02 June 2024	7	\$	18	\$
			Double Occupancy		
<u>Period 2:</u> 21 June 2024	Period 2: 02 June 2024	11	\$	3	\$
<u>Period 3:</u> 25 June 2024	02 June 2024	7	\$	22	\$
Subtotal of Accommodations: (Total cost Period 1 plus Total cost Period 2 plus Total cost Period 3)					\$
Applicable Tax ____%:					\$
Hospitality Tax:					\$
Total:					\$

BOARDROOM RENTAL

Date Check-in and Check-out	Number of Days (A)	Board Room		Total cost for Board Room (A*B*C)
		Daily Price (B)	Number of Rooms (C)	
22 June 2024 to 02 July 2024	11	\$	1	\$
Subtotal of Boardroom Rental:				\$
Applicable Taxes ____ %:				\$
Total Cost of Boardroom Rental:				\$

FOOD SERVICES (Breakfast only)

<u>Period 1:</u> 22 June 2024 to 03 July 2024	Number of days (A)	Meals		Total cost for Food Services (A*B*C)
		Per meal price (B)	Number of People (C)	
Breakfast	12	\$	3	\$
<u>Period 2:</u> 22 June 2024 to 02 July 2024	Number of days (A)	Meals		Total cost for Food Services (A*B*C)
Breakfast		Per meal price (B)	Number of People (C)	
Breakfast	11	\$	15	\$
<u>Period 3:</u> 26 June 2024 to 02 July 2024	Number of days (A)	Meals		Total cost for Food Services (A*B*C)
Breakfast		Per meal price (B)	Number of People (C)	
Breakfast	6	\$	62	\$
Subtotal of food services: (Total costs Period 1 plus Total cost Period 2 plus Total cost Period 3)				\$
Applicable Taxes ____ %:				\$
Total Cost of Breakfast Meal Service:				\$

PARKING SERVICES

	Number of days parking space required (A)	Parking		Total cost for Parking A*B*C
		Price per space (B)	Number of spaces (C)	
Period 1: 21 June 2024 to 03 July	12	\$	1	\$
Period 2: 22 June 2024 to 02 July 2024	11	\$	3	\$
Period 3: 25 June 2024 to 02 July 2024	7	\$	4	\$
Subtotal:				\$
Applicable Taxes ____ %:				\$
Total Cost of Parking:				\$

Contract subtotal of Accommodations, Boardroom Rental, Food and Parking: \$

ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);

ANNEX "D" to PART 5 OF THE BID SOLICITATION

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.

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)