

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Taylor Komery
Senior Procurement Officer
Taylor.komery@forces.gc.ca

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Solicitation Closes – L'invitation prend fin	
$At - \dot{a}$:	
On - le:	
On - le:	

Title/Titre	Solicitation No – Nº de l'invitation					
RIMPAC Accommodations W8484-24-0656						
Date of Solicitation - Date de l'invita	tion					
May 2 nd 2024						
Address Enquiries to – Adresser toute	es questions à					
Taylor.komery@forces.gc.ca						
Telephone No. – Nº de téléphone	FAX No – Nº de fax					
receptione ivo. Iv de telephone	N/A					
Destination						
See details within/voir les détails dans						

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée			
Vendor Name and Address - Raison so	ciale et adresse du fournisseur			
Name and title of person authorized to print) - Nom et titre de la personne auto				
(caractère d'imprimerie)	risec a signer au nom du roumisseur			
Name/Nom	Title/Titre			
Signature	Date			



W8484-24-0656

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

This requirement is Unclassified and there is no security associated with this requirement.

1.2 Statement of Work

The work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

Article 12 of 2003 is deleted in its entirety and replaced with:

12 (2014-09-25) Rejection of bid

- 1. For the purposes of this Article, DND adopts PWGSC's Vendor Performance Corrective Measures Policy.
- 2. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder, its parent, subsidiaries or other affiliatesis subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - i. where a person whose company under sub-article 2(a) is subject to a Vendor Performance Corrective Measure creates another company (e.g., sole proprietorship, partnership, limited partnership, or corporation), and submits a bid to this requirement, Canada may reject the bid from the new company;
 - an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder its parent, subsidiaries or other affiliates is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has

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been received with respect to the Bidder, its parent, subsidiaries or other affiliates, any of its employees or any subcontractor included as part of the bid;

- e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, its parent, subsidiaries or other affiliates, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- f. with respect to current or prior transactions with the Government of Canada:
 - Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, its parent, affiliates or subsidiaries, any of its employees or any subcontractor included as part of the bid:
 - ii. Canada determines that the Bidder's performance, including the performance of the Bidder's parent, subsidiaries or other affiliates, on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder its parent, subsidiaries or other affiliates performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
- 4. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

2.2 Submission of Bids

Unless otherwise specified in the bid solicitation or directed by the Contracting Authority, bids must be submitted only to the Department of National Defence 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 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

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Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with 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;

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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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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

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

Section I: Technical Bid: one (1) soft copy by email;

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Section II: Financial Bid: one (1) soft copy by email;

Section III: Certifications: one (1) soft copy by email; and

Section IV: Additional Information: one (1) soft copy by email.

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

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

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, and the certifications.
- (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

Bids not meeting these mandatory technical criteria will be declared non-responsive:

	The Bidder attests that they are able to provide rooms in accordance with the number, types and dates as outline in Annex A SOW, Table 2.1.2 and defined
MT1	in Annex A SOW, Para 1.3.
	The Bidder attests that they are able to provide conference/meeting rooms in accordance with the number and dates as outlined in Annex A SOW, Para
MT2	2.2.1.p
	The Bidder attests that they are able to provide parking in accordance with the
	number and dates as outlined in Annex A SOW, Table 2.2.1.r and defined in
MT3	Annex A SOW, Para 2.2.
	The accommodations facilities must be located within the geographical
	boundaries of the map in Annex A SOW, Para 2.1.4. Google maps or any
	similar websites will be used to confirm a Bidder is within the geographical
MT4	boundaries

By providing a bid, the Bidder attests that they comply with all aspects of the Statement of Work. Full compliance of the Statement of Work is Mandatory.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

- **4.2.1** SACC Manual Clause A0031T (2010-08-16), Basis of Selection; and
- **4.2.2** A completed certification submitted with the bid as further specified at section 5.1.2 Letter Confirming Official Agreement.

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.

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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 declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Direct Service Provider Attestation

If a Bidder is not the direct service provider (e.g., the hotel or car rental company itself), the bid must include a completed **Annex D – Direct Service Provider Attestation**.

A Bidder's inability to provide a completed **Annex D – Direct Service Provider Attestation** with the bid will render the bid non-compliant and the bid will not be considered for further evaluation.

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 provided 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 <u>Ineligibility and Suspension Policy</u> (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 (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010C (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

2010C (2022-12-01) is modified as follows:

ADD: 2010C 32 Vendor Performance Corrective Measures Policy PWGSC's Vendor Performance Corrective Measures Policy applies to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of the Contract to 10 August 2024.

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – The statement of work section 2.1.2 and 2.2.1.r of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

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The Contracting Authority for the Contract is:

Name: Taylor Komery

Title: Senior Procurement Officer Organization: National Defence

Telephone: (343) 574-5295

E-mail address: Taylor.komery@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:	
Telephone: E-mail address:	

(to be inserted at contract award)

The Technical 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 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

(to be inserted at contract award)

Name:	
Title:	_
Telephone:	
E-mail address:	

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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

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C0207C (2013-04-25) Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, as specified in Annex B – Basis of Payment, 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.

6.7.2 Limitation of Expenditure

C6001C (2017-08-17) Limitation of Expenditure

1.	Canada's total liability to the	ne Contractor under the Contract must not exceed \$	
	Customs duties are	excluded and Applicable Taxes are included.	

- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

6.7.3 Terms of Payment

H1008C (2008-05-12) - Monthly 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:

- 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;
- 2. all such documents have been verified by Canada;
- 3. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

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(to be inserted at contract award)

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

6.8 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
 - One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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) general conditions 2010C (2022-12-01), General Conditions Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Electronic Payment Instruments;
- (f) Annex D, Direct Service Provider Certification; and
- (g) the Contractor's bid dated .

6.12 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

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.

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- (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".

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ANNEX "A" - STATEMENT OF WORK

Section 1.0 - SCOPE

1.1 Purpose

The Canadian Armed Forces (CAF) requires the provision of services in the Greater Honolulu Area, HI, USA, for accommodations and hotel amenities for the period of 12 June to 10 August 2024.

1.2 Background

These services are required when the CAF deploys to Honolulu/Waikiki, HI, USA, during the month of June, July and August 2024 and will require accommodations to participate in the Rim of the Pacific Exercise (RIMPAC) 2024.

1.3 Terminology

- 1.3.1 Single occupancy room: A single occupancy room means at least one bed. Each bed must be a double bed or larger.
- 1.3.2 Double occupancy room: A double occupancy room means at least two separate beds. Each bed must be a double bed or larger.
- 1.3.3 Incidentals are defined as:
 - a. telephone charges;
 - b. room service, food and beverage charges;
 - c. mini-bar charges;
 - d. movie rentals/pay per view: and
 - e. other incidentals that a CAF member can personally incur.

Section 2.0 - Requirements

2.1 Tasks

CAF will require Single and Double occupancy rooms for RIMPAC 2024, Honolulu/Waikiki, HI, USA. Performance standards and requirements for these services include the following responsibilities.

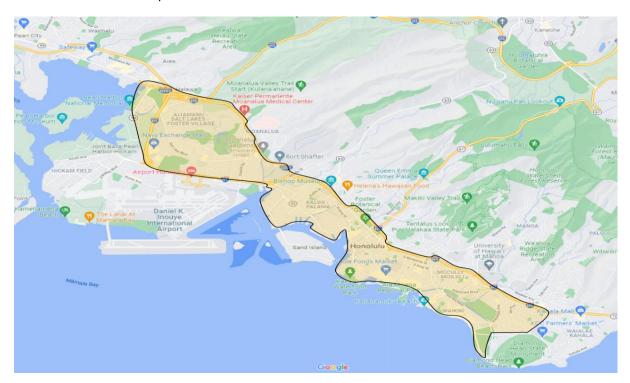
- 2.1.1 Kick-off meeting: upon the issuance of the contract, the Technical Authority may contact the Contractor to coordinate a kick-off meeting. The purpose of this meeting is to allow all stakeholders an opportunity to:
 - a. Review the details of the contract;
 - b. Review CAF procedure (Quality Assurance, Supply, Finance);
 - c. Clarify areas of confusion;
 - d. Review and clarify scheduled activities; and
 - e. Ensure that everyone understands their responsibilities under the contract.

The kick-off meeting should be held at the hotel proposed for the specific contract. Cost of holding a kick-off meeting will be at the Contractor's expense. However, travel and living expenses for Canadian Government personnel will be arranged and paid for by the Government of Canada. The kick-off meeting will be scheduled with as much advanced notice as possible to the Contractor.

2.1.2 CAF require the following groups of rooms and dates. All rooms must be in the same facility.

Check in Date	Check out Date	Days	Single Occupancy	Double Occupancy	Total Room Nights
12-Jun-24	10-Aug-24	59	3	9	708
17-Jun-24	06-Aug-24	50	3	8	550
25-Jun-24	03-Aug-24	39	6	12	702
02-Jul-24	03-Aug-24	32	14	26	1280
12-Jun-24	06-Aug-24	55	0	0	0
12-Jun-24	18-Jun-24	6	0	2	12
Total		241	26	57	3252

- 2.1.3 The CAF must be able to adjust room bookings within the designated schedule. All parties must agree to any changes. A minimum of seven (7) calendar days' notice will be provided.
- 2.1.4 Hotel facilities must be located within the geographical boundaries as identified on the map below. For clarity, this means hotel must:
- o not be North of Highway 1 and Highway 3;
- o be West of Kamehameha highway;
- o be south of Honolulu Harbor; and
- o be East of Makapuu Ave.



2.2 Technical Requirements

2.2.1 The Contractor must provide the following minimum requirements for accommodations:

- a. All single occupancy bedrooms must include a double bed or larger, with bedding. A sofa bed or cot will not be considered acceptable. And double occupancy bedrooms must include a double bed or larger, with bedding. A sofa bed or cot will not be considered acceptable.
- b. Rooms must be non-smoking;
- c. Room cleaning service must be performed a minimum every three (3) days and/or as coordinated by the CAF TA;
- d. Minimum weekly bedding exchange;
- e. Private full bath with minimum of a toilet, sink and shower;
- f. Fresh towel service, must be provided on a daily basis;
- g. Safe available within the room or at the front desk for CAF personnel storage only;
- WI-FI Internet access in rooms and common areas, and conference rooms and provided at no additional cost.
- i. If the internet available within the hotel is not sufficient in bandwidth to run the computers and programs required for CAF operations, the hotel must allow a third party contractor to supplement the conference room with additional connectivity. This will be set up and taken down at the expense of the Canadian Government.
- j. In-room telephone capable of making unlimited local calls at no additional charge, as well as international calls (incidental charges as applicable);
- k. Rooms must meet local government standards for hygiene and sanitation;
- I. Rooms must have heating and air conditioning;
- m. Refrigerator must be in room, or access to refrigerator must be available to CAF members 24 hours a day;
- n. The hotel must be capable of providing access to a laundry service and/or self-services laundry facilities. Any expenses attributed to laundry services will be handled with each individual and charged outside of the contract;
- o. The accommodations building shall have 24/7 security and front desk service available.
- p. The accommodations must have a conference Room. The Contractor must provide a conference room that accommodates at least sixty (60) CAF personnel, which meets the following criteria:
 - 1. Must be for the exclusive use of CAF personnel;
 - 2. Must be available from 12 June 2024 at 0500 local time until 09 August 2024 at 2359 local time that is accessible 24/7;
 - 3. Must have boardroom seating with chairs for sixty (60) CAF personnel;
 - 4. Must have rectangular tables to accommodate sixty (60) CAF personnel in a classroom or office space configuration;

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- 5. Must have controlled access, available from 12 June 2024 at 0500 local time until 09 August 2024 at 2359 local time that is accessible 24/7, and must be co-located in the hotel accommodating the CAF personnel;
- 6. Reliable high speed internet access available via cable for up to forty-five (45) laptops;
- 7. The conference room must have the ability to hardwire internet via ethernet cables for up to forty-five (45) laptops. The CAF will bring in it's own line team to do the wiring configuration and will return the room back to it's original state prior to the CAF's departure; and
- 8. Access to a minimum of six (6) wall/floor electrical outlets (total of 12 electrical sockets) (115 volt).
- q. A physical fitness facility sufficient for ten (10) people to use simultaneously must be located in the hotel where personnel are being accommodated. This facility must be available for use of all CAF personnel being accommodated at the hotel(s). The facility must be accessible 24/7 and provided at no additional cost; and
- r. Parking must be provided on site for up to **forty-three (43) vehicles** for the duration of the contract Parking spaces must be within the vicinity of the hotel and no more than 500 meters from the front entrance of the hotel. Parking spaces must be large enough to accommodate a variety of rental vehicles including but not limited to, mini-vans and mid-sized vehicles. CAF personnel will self-park and retrieve the vehicles from the parking location. Valet services will not be permitted.

Parking Table					
Check in Date	Check out Date	Days	Spots		
12-Jun-24	10-Aug-24	59	10		
21-Jun-24	03-Aug-24	43	9		
28-Jun-24	03-Aug-24	36	4		
02-Jul-24	03-Aug-24	32	13		
04-Aug-24	10-Aug-24	6	7		
Total			43		

Section 3.0 - Constraints

3.1 Contractors Responsibilities

- 3.1.1 The Contractor must ensure that CAF personnel are not relocated to another room during their stay unless it becomes necessary due to maintenance issues or ongoing construction work that may affect CAF personnel's ability to obtain adequate rest.
- 3.1.2 The Contractor must provide access to all amenities for the duration of the service period of the contract.
- 3.1.3 Additional room charges including personal phone calls, room service, movie rentals/pay per view, and all other amenities not listed in Section 2.0, are considered incidental charges, and as such, do not form part of the contract. Incidental charges must be separated from the basic room rate and charged directly to the occupants.

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- 3.1.4 The Contractor must provide an English-speaking Point of Contact (PoC) to provide Customer Service to the occupants on a twenty-four (24) hour basis, seven (7) days per week.
- 3.1.5 All rooms must be in the same facility.
- 3.1.6 Access to all rooms occupied by CAF personnel may be required throughout the duration of the contract by designated CAF personnel. These designated personnel will be identified via a list to be provided to the Contractor Point(s) of Contact (POC). When required by the CAF designated personnel, the Contractor shall ensure that the designated personnel are granted access to any rooms occupied by CAF personnel.
- 3.1.7 The Contractor must provide one room key per person staying in each room. Keys will be picked up and managed by an identified point of contact identified by the CAF and distributed to members upon their arrival.
- 3.1.8 Hotel staff must be always escorted by CAF personnel when accessing the conference space.
- 3.1.9 The Contractor will ensure that the requirements outlined in this SOW are met at all times. Discrepancies in the provision of services to the required standard shall be first dealt with by the designated POC of the Contractor and escalated to the TA if the issue remains unresolved.
- 3.1.10 Subject to availability, the CAF must have the option of decreasing the number of rooms by up to 20% of the total identified in the table at paragraph 2.1 up to 48 hours before 12 June 2024, without incurring any penalties.

3.2 CAF Responsibilities

- 3.2.1 The CAF Contracting Authority (CA) will provide a single Point of Contact (POC) for any onsite issues for the duration of the stay and to assist with booking changes;
- 3.2.2 The CAF CA will inform the Contractor no later than forty-eight (48) hours before any occupancy date changes or cancellations;
- 3.2.3 The CAF Technical Authority (TA) will be responsible to provide a list of the names of the personnel utilizing the accommodation at least forty-eight (48) hours prior to the occupancy dates, with the exception of unforeseen circumstances; and
- 3.2.4 Any damage to rooms will be reported to an identified CAF accommodations officer for investigation. Individuals found responsible for damage caused to hotel property will be responsible to pay the charges. All charges for damages will not form part of this contract, and will be settled outside of this contract.

Section 4.0 - Deliverables

4.1 The Contractor must provide the services detailed in this Statement of Work.

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ANNEX B

Basis of Payment

The Bidder must provide accommodation services in accordance with Annex A – Statement of Work at the following rates.

Cost for all services stipulated at Annex A – Statement of Work must be included in room price including porter services, gratuity and resort charges, if applicable, with the exception of parking space rate and conference room rate listed below.

Basis of payment will be firm daily rate per accommodation and service, applicable taxes to be included. All prices must be in USD.

The estimated numbers below are only for budgeting and evaluation purposes, the winning Bidder will be notified of the actual room nights, confirmed by Canada, 48 hours prior to check-in.

ACCOMMODATIONS

Name of Facility:

			Number	Single Occupancy		Double Occupancy		Total cost
Group	Check in	Check out	of Nights	Nightly	# of	Nightly	# of	
,				Price	Rooms	Price	Rooms	(A*B*C)+(A*D*E)
			(A)	(B)	(C)	(D)	(E)	
Group A	12-Jun-24	10-Aug-24	59		3		10	
Group B	12-Jun-24	19-Jun-24	7		0		2	
Group C	17-Jun-24	06-Aug-24	50		4		2	
Group D	25-Jun-24	03-Jul-24	8		0		1	
Group E	26-Jun-24	03-Aug-24	38		1		28	
Group F	28-Jun-24	03-Aug-24	36		3		6	
Group G	02-Jul-24	03-Aug-24	32		16		19	
Group H	05-Jul-24	03-Aug-24	29		0		15	
Group I	06-Jul-24	19-Jul-24	13		0		2	

Γotal Cost Acc	commodations:	\$	U	SD)

conference rooms*: *Daily Rate to include tax

60 Person conference	Daily Rate	Number of Days	Total Cost for meeting room (A*B)
Room	(A)	(B)	
12 June -09 August 2024		58	

 $\label{eq:solicitation} \begin{tabular}{ll} Solicitation No. - N^\circ de l'invitation \\ W8484-24-0656 \\ Client Ref. No. - N^\circ de réf. du client \\ W8484-24-0656 \\ \end{tabular}$

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Total Cost Conference Rooms: \$	USD

PARKING SPACES*:
*Daily Rates to include tax

		Pa	rking Ta	ble	
Check in Date	Check out Date	Days (A)	Spots (B)	Daily Rate per Vehicle (C)	Total cost for parking (A*B*C)
12-Jun-24	10-Aug-24	59	10		
21-Jun-24	03-Aug-24	43	9		
28-Jun-24	03-Aug-24	36	4		
02-Jul-24	03-Aug-24	32	13		
04-Aug-24	10-Aug-24	6	7		
Total			43		

Total Cost Parking: \$	USD
TOTAL OVERALL COST:	
Total Cost Accommodations:	
Total Cost Parking:	
Total Cost Conference Rooms:	
Total Overall Cost:	

 $\label{eq:solicitation} \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ W8484-24-0656 \\ \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ W8484-24-0656 \\$

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ANNEX "C" - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):	
() Direct Deposit (Domestic and International);	
() Wire Transfer (International Only);	

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Annex D – Direct Service Provider Certification

Instructions: A Bidder that is not the direct service provider (e.g., the hotel or the car rental company) must submit this form with the bid as completed by an authorized representative of the direct service provider. If the Bidder is the direct service provider, this form is not required.

This is to confirm that the Bidder and [Insert legal name of the direct service provider] (the "Company") have an agreement in place regarding the requirements specified in Annex A – Statement of Work in Solicitation number [DND: Insert the solicitation number](the "Solicitation"). The Company has had an opportunity to review the mandatory technical criteria in the Solicitation and confirms that the Company meets each of these criteria.

The individual named below certifies that the information contained in this form is true and accurate. The individual named below may be contacted by a representative of Canada to confirm the information contained in this form.

Legal Name of Company:
Name of Company's Authorized Representative:
Phone Number (incl. country code) and Email Address of Company's Authorized Representative:
Signature of Company's Authorized Representative: Date: YYYY/MM/DD