

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage , Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services 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 therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Conference ITF Holocaust Education		
<b>Solicitation No. - N° de l'invitation</b> B9712-120132/A	<b>Date</b> 2012-10-03	
<b>Client Reference No. - N° de référence du client</b> B9712-120132		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LP-003-61320		
<b>File No. - N° de dossier</b> lp003.B9712-120132	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-19</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Jacynthe		<b>Buyer Id - Id de l'acheteur</b> lp003
<b>Telephone No. - N° de téléphone</b> (819) 934-0768 ( )		<b>FAX No. - N° de FAX</b> (819) 956-4944
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Citizenship and Immigration Canada Multiculturalism Policy 6th Floor 180 Kent Street Ottawa, Ontario K1A 1L1		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Travel Procurement Services Division/Division des services  
d'approvisionnement en voyage  
Place du Portage, Phase III, 7B3  
Portage III 7B3  
11, rue Laurier/11 Laurier St.  
Gatineau  
Québec  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **REQUEST FOR PROPOSAL**

**Provision for commercial accommodation, meeting space and catering services in Toronto ON for the conference of the Task Force for International Cooperation on Holocaust Education, Remembrance and Research.**

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**PART 1 - GENERAL INFORMATION****1. Security Requirement**

There is no security requirement associated with the requirement.

**2. Statement of Work**

The Government of Canada is hosting a conference of the Task Force for International Cooperation on Holocaust Education, Remembrance, and Research (ITF). The conference will be held in downtown Toronto from October 8 to October 10, 2013. The Government of Canada is in need of commercial accommodations, meeting space, and catering services during this period, all to be located at one site, **with the exception of accommodations, which may be provided with affiliated hotels.** There may be the additional need for a reception and formal dinner associated with the ITF conference.

An optional component within this contract is the need for commercial accommodations, meeting space, and catering services in downtown Toronto for a one or two day Academic Conference from October 6 to October 7, 2013, to be held at the same site as the ITF conference of October 8 to 10, 2013.

The Conference organizing staff and contractors will require access to offices and meeting rooms for the setup of equipment starting October 7, 2013. Tear down will start on October 10, 2013 and should be completed by the end of day.

**2.1 Option**

It is requested that the Bidder grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A - 9. 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.

The Contracting Authority may exercise the option at any time before July 6, 2013 by sending a written notice to the Contractor.

**3. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**1.1** The text under Subsection 4 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

**1.2** The text under Subsection 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

**1.3** Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

### 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

Section I: Technical Bid ( 1 copy )

Section II: Financial Bid ( 1 copy )

Section III: Certifications ( 1 copy )

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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

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

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

Bidders must submit their financial bid in accordance with Annex C - Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **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.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Bidders are required to comply with all the mandatory criteria below to be considered responsive, a bid must meet all of the mandatory requirements of this bid solicitation. Bidders that submit proposals that are determined to be non-responsive will receive no further consideration.

**M.1** Bidders property must be located In Toronto (downtown), the location of the establishment providing the requirement must be on any of the following roads as they connect as follows, or inside the boundary of: Spadina Avenue to the West, Dupont Street to the North, Davenport Road and Church Street to the East, and the harbour front to the South.

The geographic area boundaries will be measured using Google Maps.

**M.2** The establishment must have a minimum of four (4) stars or three (3) diamonds rating.

**M.3** Bidders must have proven experience in the management and planning of large scale high profile national and international conferences and events with distinguished guests and foreign government dignitaries.

## 1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded as submitted in Annex C - Basis of Payment.

## 2. Basis of Selection

2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

2.2 The maximum funding available for the meals under the Contract resulting from the bid solicitation are: Refreshments \$11.70; Lunch \$44.55, Dinner \$107.23, Reception \$46.80 (Goods and Services Tax or Harmonized Sales Tax included, as appropriate). Bids valued in excess of these amounts will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 1. Code of Conduct Certifications – Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form* - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

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## **2. Federal Contractors Program - Certification**

Federal Contractors Program for Employment Equity at Annex E

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

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

The Contractor must provide the services described at Annex A - Statement of Work.

### **3. 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.

#### **3.1 General Conditions**

2010C (2012-07-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 – Code of Conduct and Certifications of 2010C referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Contract is in effect from the date of the issuance of the contract to October 10, 2013, inclusive.

#### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A - 9 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.

The Contracting Authority may exercise the option at any time before July 6, 2013 by sending a written notice to the Contractor.



## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Jacynthe Tremblay  
Supply Specialist  
Public Works and Government Services Canada  
Traffic Management Directorate  
Travel Procurement Services Division - LP  
11 Laurier Street, 6B3-37  
Gatineau QC K1A 0S5

Telephone: 819-934-0768

Facsimile: 819-956-4944

E-mail address: jacynthe.tremblay@tpsgc-pwgsc.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.

### **5.2 Project Authority**

The Project Authority for the Contract is: To be inserted at the issuance of the Contract.

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.

### **5.3 Contractor's Representative**

To be added at the award of the Contract

## **6. Payment**

### **6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex C, Basis of Payment, and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

## 6.2 SACC Manual Clause

H1000C (2008-05-12) Single Payment

## 7. 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.

7.2 Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the following address for certification and payment:

### To be inserted at the issuance of the Contract

b) One (1) copy must be forwarded to the Contracting Authority.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 10. 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) 2003 (2012-07-11), Standard Instructions Goods or Services - Competitive Requirements;
- c) 2010C (2012-07-16) General Conditions - Services (Medium Complexity);
- d) annex A, Statement of Work;
- e) annex C, Basis of Payment;
- f) the Contractor's bid dated \_\_\_\_\_

## 11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **12. Renovations**

The Contractor agrees to give 30 days notice of any construction or remodeling to be performed in the property, which might interfere with the participants' safety and/or comfort. In such case, Canada may terminate the contract at any time without liability or cancellation fees. If Canada elects to terminate this contract in accordance with this provision, the Contractor must, if requested by Canada, use its best effort to assist Canada in locating an alternate accommodation establishment with comparable facilities at a comparable price and to offset additional costs incurred by Canada in order that it can relocate.

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## **ANNEX A**

### **STATEMENT OF REQUIREMENT**

Task Force for International Cooperation on Holocaust Education, Remembrance and Research - commercial accommodations, meeting space, and catering services

#### **1. Background**

In 2013, Canada will Chair the ITF, an international organization composed of 31 member countries (mostly from Europe, but also including Israel, the United States and Argentina), which is devoted to Holocaust education, remembrance and research. The Chair country rotates annually and is supported by a permanent ITF Office in Berlin.

International conferences are held each year, bringing together delegations composed of senior government representatives, non-government organizations and independent experts to discuss sensitive issues. The conference format consists of plenary meetings, working group meetings, and may include a reception and dinner, as well as a one or two day academic conference.

#### **2. Requirement**

The Government of Canada is hosting a conference of the Task Force for International Cooperation on Holocaust Education, Remembrance, and Research (ITF). The conference will be held in downtown Toronto from October 8 to October 10, 2013. The Government of Canada is in need of commercial accommodations, meeting space, and catering services during this period, all to be located at one site, with the exception of accommodations, which may be provided with affiliated hotels. There may be the additional need for a reception and formal dinner associated with the ITF conference. See section 9.0 Optional Services for further details.

An optional component within this contract is the need for commercial accommodations, meeting space, and catering services in downtown Toronto for a one or two day Academic Conference from October 6 to October 7, 2013, to be held at the same site as the ITF conference of October 8 to 10, 2013. See section 9.0 Optional Services for further details.

The ITF conference, held in Toronto, Ontario, will be 3 days in length, with approximately 200 attendees each day. Conferences are not open to the public or media.

In addition, the ITF Secretariat in Berlin has prepared a Check List for ITF Meetings to be used as a guideline. The Contractor will be required to work in close consultation with the Project Authority and the ITF Secretariat on this project.

Also included in this Statement of Work is an optional Academic conference, from one to two days in length, with approximately 150 attendees each day.

The Conference organizing staff and contractors will require access to offices and meeting rooms for the setup of equipment starting October 7, 2013. Tear down will start on October 10, 2013 and should be completed by the end of day.

**2.1 Property:****a. Location:**

The location of the establishment providing the requirement must be in Toronto (downtown) within the boundary of: Spadina Avenue to the West, Dupont Street to the North, Davenport Road and Church Street to the East, and the harbour front to the South.

**b. Hotel Standard:**

The establishment must have a Canada Select Star rating of four (4) or higher or a Canadian Automobile Association (CAA) Diamond rating of three (3) or higher.

(i) Canada Select Star Ratings Canada Select is a national accommodation-rating program. This rating system uses common grading criteria and evaluation techniques to establish a uniform method of comparing establishments from 0 to 5 stars.

(ii) Canadian Automobile Association (CAA) Diamond Ratings. The Canadian Automobile Association uses grading criteria to establish a uniform method of comparing establishments from 0 to 5 diamonds.

**c. Management Experience**

Have proven experience in the management and planning of large scale high profile national and international conferences and events with distinguished guests and foreign government dignitaries.

**2.2 Guest Rooms:**

A block of 200 rooms, totalling 1,200 room nights, is estimated to be required from October 5 to 10, 2013, with check-out on October 11, 2013. Canada will not be responsible for the payment of guest rooms.

October 2013	5 Sat	6 Sun	7 Mon	8 Tues.	9 Wed	10 Thurs	11
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**Guest rooms:** 200    200    200    200    200    200    200    Chek-out

a. Rates: Rates for guest rooms and suites must be in single and double occupancy.

b. Establishment Capacity: The provision of accommodations must be in one facility where possible or with affiliated hotels of the same standard within the location area.

c. Parking: Parking will be a separate agreement between the occupant and establishment.

d. Responsiveness: Due to transient nature of participants, the block of rooms for the period 05 October to 10 October 2013, must be held up to 3-4 weeks prior to 01 October 2013. Following this date, Canada will not be responsible to pay for unreserved rooms.

e. Room Cancellation Policy: In the event that travel plans are changed; individual participants who have reserved a room may cancel up to five (5) days prior to their arrival date without any cancellation fees. Canada will not be responsible to pay for any cancelled rooms.

f. Room Type Definition: Guest Room: As a minimum, a guest room is a regular room normally offered for accommodation. It has one or two queen size beds with a full bathroom.

### 3. Meeting Space Requirements:

#### a. One meeting room for at least 200 people

- Head table, skirted, with 5 seats.
- Table in U-form with about 35 seats. Table must be skirted.
- 2 tables on the side with seating for 6 at each table. Tables must be skirted.
- Table for the ITF Secretariat with seating for 3 close to the main U-table. Table must be skirted.
- Extra chairs on the sides of the room (approximately 80) for observers

#### b. Two meeting rooms for at least 100 people:

- Head table, skirted, with 5 seats.
- Table in U-form with 31 seats with a second row of chairs numbering 40 around the U-table. Table must be skirted.
- Table for the ITF Secretariat with seating for 3 close to the main U-table. Table must be skirted.

#### c. Two meeting rooms for at least 80 people:

- Round table with about 68 seats.
- Second area within the room set up with table and chairs for about 20 observers.

#### d. Two meeting rooms for at least 35 people:

- Round table with about 25 seats.
- Second area within the room set up with table and chairs for about 10 observers.

#### e. 3 offices:

##### a. Chair's office:

Equipped with table and chairs and large enough to hold meetings of about 20 people

##### b. Secretariat Office:

Located close to the conference registration desk; equipped with tables and chairs, able to be locked and two (2) keys provided for this purpose;

##### c. Computer Room or Computer Area for delegates:

Equipped with tables and chairs for 6 workstations.

#### f. One room or area for health breaks and lunch for a minimum of 200 people. Note this must not be the same room used for the plenary meetings.

**g.** Registration Desk, located in the conference foyer, with two tables of approximately 6 feet and three chairs is required. Tables must be skirted and located near an electrical outlet. Registration desk to be set up with a house phone, message board, and garbage and recycling bins.

**h.** Exhibit / display area located in the conference foyer must be available for the duration of the conference (October 8-10, 2013). This space must be available October 7, 2013, for initial setup of the exhibits. The Contractor will work with the Department to ensure a plan is established for the security of exhibition material during the duration of the conference.

**i. Other specifications:**

- The conference facility must be part of the hotel and all conference rooms must be in close proximity to each other.
- Meeting rooms and banquet facilities must be located on site and be consistent throughout the conference.
- These requirements facilitate logistical requirements, overall control and the comfort of our guests.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

B9712-120132/A

Ip003

Client Ref. No. - N° de réf. du client  
B9712-120132File No. - N° du dossier  
Ip003B9712-120132

CCC No./N° CCC - FMS No./N° VME

Room	Date 2013	Function	From: To:	Minimum Capacity	Set-up and requirements
# 1	October 8 to 10	Meeting Room	7:00 to 23:00	200 people	<ul style="list-style-type: none"><li>• Head table, skirted, with 5 seats,</li><li>• Table in U-form with about 35 seats with a second row of chairs numbering about 40 around the U-table. Table must be skirted.</li><li>• 2 tables on the side with seating for 6 at each table. Tables must be skirted.</li><li>• Table for the ITF Secretariat with seating for 3 close to the main U-table. Table must be skirted.</li><li>• Extra chairs on the sides of the room (approximately 80) for observers</li></ul>
# 2	October 8 to 10	Meeting Room	7:00 to 23:00	100 people	<ul style="list-style-type: none"><li>• Head table, skirted, with 5 seats,</li><li>• Table in U-form with 31 seats, with a second row of chairs numbering 40 around the U-table. Table must be skirted.</li><li>• Table for the ITF Secretariat with seating for 3 close to the main U-table. Table must be skirted.</li></ul>
# 3	October 8 to 10	Meeting Room	7:00 to 23:00	100 people	<ul style="list-style-type: none"><li>• Head table, skirted, with 5 seats,</li><li>• Table in U-form with 31 seats with a second row of chairs numbering 40 around the U-table. Table must be skirted.</li><li>• Table for the ITF Secretariat with seating for 3 close to the main U-table. Table must be skirted.</li></ul>
# 4	October 8 to 10	Meeting Room	7:00 to 23:00	80 people	<ul style="list-style-type: none"><li>• Round table with about 68 seats,</li><li>• Second area within the room set up with table and chairs for about 20 observers.</li></ul>



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Room	Date 2013	Function	From: To:	Minimum Capacity	Set-up and requirements
# 5	October 8 to 10	Meeting Room	7:00 to 23:00	80 people	<ul style="list-style-type: none"> <li>Round table with about 68 seats,</li> <li>Second area within the room set up with table and chairs for about 20 observers.</li> </ul>
# 6	October 8 to 10	Meeting Room	7:00 to 23:00	35 people	<ul style="list-style-type: none"> <li>Round table with about 25 seats,</li> <li>Second area within the room set up with table and chairs for about 10 observers.</li> </ul>
# 7	October 8 to 10	Meeting Room	7:00 to 23:00	35 people	<ul style="list-style-type: none"> <li>Round table with about 25 seats.</li> <li>Second area within the room set up with table and chairs for about 10 observers.</li> </ul>
# 8	October 7 to 10	Chair's office	7:00 to 23:00	20 people	Equipped with table and chairs and large enough to hold meetings of about 20 people.
# 9	October 7 to 10	Secretariat Office	7:00 to 23:00	For requested equipment	Located close to the conference registration desk; equipped with tables and chairs, able to be locked and two (2) keys provided for this purpose;
# 10	October 8 to 10	Computer Room or Computer Area for delegates	7:00 to 23:00	For requested equipment	Equipped with tables and chairs for 6 workstations.
# 11	October 8 to 10	Health breaks and lunch	As requested in catering services	200 people	One room or area for health breaks and lunch for a minimum of 200 people. Note this must not be the same room used for the plenary meetings.

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Room	Date 2013	Function	From: To:	Minimum Capacity	Set-up and requirements
# 12	October 7 to 10	Registration Desk	7:00 to 23:00	For requested equipment	Located in the conference foyer, with two tables of approximately 6 feet and three chairs is required. Tables must be skirted and located near an electrical outlet. Registration desk to be set up with a house phone, message board, and garbage and recycling bins.
# 13	October 7 to 10	Exhibit / display area	7:00 to 23:00	For requested equipment	Located in the conference foyer must be available for the duration of the conference (October 08-10, 2013). This space must be available October 7, 2013, for initial setup of the exhibits. The Contractor will work with the Department to ensure a plan is established for the security of exhibition material during the duration of the conference.

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#### 4. Catering Requirements:

- a. The establishment must be able to provide kosher catering options.
- b. Morning and afternoon Health Breaks for approximately 200 people each day with food and beverages, and must be kosher-friendly.
- c. Lunch each day for approximately 200 people. Should be in the form of a buffet and must be kosher-friendly (i.e. no pork, shellfish etc.), and must include some vegetarian options. Additional kosher meals (according to kosher standards) shall be provided for about 10 people per day for lunch.

Date 2013	Meal	From –To	Estimated Quantities
October 8, 9 and 10	Morning Health Break	10:30 - 10:45	600 (200 per day)
October 8, 9 and 10	Buffet Lunch	12:30 - 14:00	600 (200 per day)
October 8, 9 and 10	Afternoon Health Break	15:30 - 15:45	600 (200 per day)

#### Suggested menus:

##### October 8, 9 and 10

###### Morning Health Break

- Coffee/tea/jugs of water and an assortment of juices
- Selection of pastries, croissants, bagels &/or muffins
- Butter, cream cheese and preserves
- Sliced fruit with yogurt

###### Afternoon Health Break

- Selection of pastries
- Cheese plates
- Sliced fruit
- Coffee, tea and soft drinks

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## October 8

### Buffet Lunch

- Soup/chowder (choice of 2, 1 vegetarian)
- Salad (choice of 2 or 3, 1 vegetarian)
- Entrées (choice of 2: beef or chicken, 1 vegetarian)
- Seasonal vegetables
- Rice or potato
- Bread/rolls
- Sliced fruit
- Chef's selection of desserts
- Coffee, tea, juice, and soft drinks

## October 9

### Buffet Lunch

- Soup/chowder (choice of 2, 1 vegetarian)
- Salad (choice of 2 or 3, 1 vegetarian)
- Entrées (choice of 2: pasta or fish, 1 vegetarian)
- Seasonal vegetables
- Rice or potato
- Bread/rolls
- Sliced fruit
- Chef's selection of desserts
- Coffee, tea, juice, and soft drinks

## October 10

### Buffet Lunch

- Soup/chowder (choice of 2, 1 vegetarian)
- Salad (choice of 2 or 3, 1 vegetarian)
- Entrées (choice of 2: chicken and vegetarian)
- Seasonal vegetables
- Rice or potato
- Bread/rolls
- Sliced fruit
- Chef's selection of desserts
- Coffee, tea, juice, and soft drinks

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c. Other specifications:

- The room for lunches must not be the same room used for the plenary meetings. It must be capable of accommodating approximately 200 people, at round tables.
- Where appropriate, all food and beverage services should include Canadian products.
- Menu options must fall within Treasury Board Guidelines on Hospitality.
- Maximum allotted according to Government guidelines per person are:
  - o Refreshments \$11.70
  - o Lunch \$44.55
  - o Dinner \$107.23
  - o Reception \$46.80

**5. IT Support and Audio-Visual requirements:**

The Contractor will provide the department with recommendations and advice in the selection of a company to carry out IT and audio-visual support for the conference.

**6. Liaison:**

Liaise on an on-going basis with the department and conference organizer, and participate as needed in meetings with the Department.

**7. Constraints:**

Set dates & schedule:

- ITF conference October 8 - 10, 2013 in Toronto.
- Optional Academic conference of one or two days October 06 - 07, 2013

Language: The language of the ITF is English.

Government policies and standards: Treasury Board Guidelines on Hospitality

ITF guidelines: will be provided at award

Security requirements: NONE

Sensitivity: Subject matter and diplomatic interests

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## **8. Client Support**

A conference organizer will facilitate all aspects of the conference organization, with guidance from the Department.

## **9. Optional Services** *To be confirmed before July 6, 2013.*

### **9.1 Reception**

One cocktail reception for approximately 300 people to take place October 8, 2013

#### Space Requirements

One large room or reception area for approximately 300 people for a cocktail reception to take place in the evening of the 8th of October 2013

#### Catering Requirements

A cocktail reception for approximately 300 people, with kosher-friendly hors d'oeuvres (i.e. no pork, shellfish etc. and must include some vegetarian options), red and white wine, beer, bottled water, soft drinks. Additional kosher hors d'oeuvres (according to kosher standards) shall be provided for about 20 people.

#### **Suggested menu:**

- Crudités / vegetable platter
- Cheese & crackers/flatbread
- Antipasto platter
- Hors d'oeuvres, a selection of hot and cold, some vegetarian
- Host bar with beer, wine and basic spirits, plus non-alcoholic beverages (e.g. Mineral-water, coffee, tea, juices, soft drinks)

### **9.2 Optional Formal Dinner**

A sit-down dinner for approximately 200 people to take place October 9, 2013.

#### Space Requirements

One large room for approximately 200 people is required for a formal dinner to take place October 9, 2013. The room format should be round skirted tables.

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### Catering Requirements

A formal sit-down dinner for approximately 200 people. Must be kosher-friendly (i.e. no pork, shellfish etc.) and must include some vegetarian meal options. Additional kosher meals (according to kosher standards) shall be provided for about 10 people. Red and white wine to be served.

Suggested menu:

#### Dinner (plated)

- Soup (choice of vegetarian)
- Salad (choice of vegetarian)
- Choice of Entrée (chicken, fish, vegetarian)
- Breads
- Dessert (e.g., pastries, cake, etc.)
- Coffee and tea
- Red and white wine on the table

### **OPTIONAL RECEPTION AND FORMAL DINNER**

Room	Date 2013	Function	From: To:	Estimated Quantities
# 1	October 8	Cocktail Reception	17:00 - 19:00	300 people
# 2	October 9	Formal Dinner	19:00 - 21:00	200 people

### **9.3 Optional Academic Conference**

An Academic Conference of between one to two days length to be held October 6 and 7, 2013.

#### Meeting Space Requirements

- a. One large meeting room or auditorium for at least 150 people
  - Head table, skirted, with 6 seats
  - Seating for approximately 150 people in theatre style
- b. One lunch room or area for at least 150 people

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- c. Registration Desk, located in the conference foyer, with two tables of approximately 6 feet and three chairs is required. Tables must be skirted and located near an electrical outlet. Registration desk to be set up with a house phone, message board, and garbage and recycling bins.
- d. Conference Office:
- Located close to the conference registration desk; equipped with tables and chairs.
- e. Computer Room or Computer Area for delegates:
- Equipped with tables and chairs for 6 workstations.
- f. Exhibit / display area located in the conference foyer must be available for the duration of the Academic conference (October 6-7, 2013). This space must be available October 5, 2013, for initial setup of the exhibits. The Contractor will work with the Department to ensure a plan is established for the security of exhibition material during the duration of the conference.

### **Catering Requirements**

- a. Morning and afternoon Health Breaks for approximately 150 people each day food and beverages, and must be kosher-friendly. Additional kosher food (according to kosher standards) shall be provided for about 10 people.
- b. Lunch for approximately 150 people. Should be in the form of a buffet and must be kosher-friendly (i.e. no pork, shellfish etc.), and must include some vegetarian options. Additional kosher meals (according to kosher standards) shall be provided for about 10 people per day for lunch.

### **Suggested Menu:**

#### **October 6 and 7**

##### Morning Health Break

- Coffee/tea/jugs of water and an assortment of juices
- Selection of pastries, croissants, bagels &/or muffins
- Butter, cream cheese and preserves
- Sliced fruit with yogurt

##### Afternoon Health Break

- Selection of pastries
- Cheese plates
- Sliced fruit
- Coffee, tea and soft drinks



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## October 6

### BuffetLunch

- Soup/chowder (choice of 2, 1 vegetarian)
- Salad (choice of 2 or 3, 1 vegetarian)
- Selection of sandwiches and wraps, 20 per cent vegetarian
- Sliced fruit
- Chef's selection of desserts
- Coffee, tea, juice, and soft drinks

## October 7

### Buffet Lunch

- Soup/chowder (choice of 2, 1 vegetarian)
- Salad (choice of 2 or 3, 1 vegetarian)
- Entrées (choice of 2: beef or chicken, 1 vegetarian)
- Seasonal vegetables
- Rice or potato
- Bread/rolls
- Sliced fruit
- Chef's selection of desserts
- Coffee, tea, juice, and soft drinks

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Room	Date 2013	Function	From: To:	Minimum Capacity	Set-up and requirements
<b>Optional Academic Conference for one or two days</b>					
# 1	October 6 and 7 To be confirmed before July 6, 2013	Meeting Room	7:00 - 23:00	150 people	<ul style="list-style-type: none"> <li>• Head table, skirted, with 6 seats</li> <li>• 1 podium</li> <li>• Seating for approximately 150 people in theatre style</li> </ul>
# 2	Same as above	Lunch Room	10:30 - 15:45	150 people	One lunch room or area
# 3	Same as above	Registration Desk	7:00 - 23:00	For requested equipment	<ul style="list-style-type: none"> <li>• Located in the conference foyer, with two tables of approximately 6 feet and three chairs is required.</li> <li>• Tables must be skirted and located near an electrical outlet.</li> <li>• Registration desk to be set up with a house phone, message board, and garbage and recycling bins</li> </ul>
# 4	Same as above	Conference Office	7:00 - 23:00	For requested equipment	<ul style="list-style-type: none"> <li>• Located close to the conference registration desk;</li> <li>• Equipped with tables and chairs</li> </ul>
# 5	Same as above	Computer Room or Computer Area for delegates	7:00 - 23:00	For requested equipment	Equipped with tables and chairs;
# 6	Same as above	Exhibit / display area	7:00 - 23:00	For requested Equipment	Located in the conference foyer must be available for the duration of the Academic conference (October 6-7, 2013). This space must be available October 5, 2013, for initial setup of the exhibits. The Contractor will work with the Department to ensure a plan is established for the security of exhibition material during the duration of the conference.

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Date	Meal	From –To	Estimated Quantities
October 6 and 7 To be confirmed before July 6, 2013	Morning Health Break	10:30 - 10:45	300 (150 per day)
Same as above	Buffet Lunch	12:30 - 14:00	300 (150 per day)
Same as above	Afternoon Health Break	15:30 - 15:45	300 (150 per day)

#### 8.4 Optional Services - Other Specifications

- a. Where appropriate, all food and beverage services should include Canadian products.
- b. Menu options must fall within Treasury Board Guidelines on Hospitality.
- c. Maximun allotted according to Government guidelines per person are:
 

o Refreshments	\$11.70
o Lunch	\$44.55
o Dinner	\$107.23
o Reception	\$46.80

#### REFERENCE CALENDAR

Date	Activity	Options
October 6, 2013	Academic Conference	Optional Conference
October 7, 2013	Academic Conference	Optional Conference
October 8, 2013ITF	Conference	Optional Reception
October 9, 2013ITF	Conference	Optional Formal Dinner
October 10, 2013	ITF Conference	N/A

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## ANNEX B

### PROPERTY INFORMATION

#### 1. Bidder Information

Name:	
Position/title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	

#### 2. Hotel Information

Hotel name:	
Procurement business number (PBN):	
Street address:	
City:	
Province:	
Postal code:	
Hotel direct phone number:	
Hotel fax number:	
Toll free number:	
Reservation phone number:	
Reservation e-mail address:	
Website address:	

**Note:** Procurement Business Number (PBN)

If you do not have a PBN, please obtain your number using the following instructions:

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract Award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Internet site at: <http://contractscanada.gc.ca>

For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent

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## **ANNEX C**

### **BASIS OF PAYMENT**

- A) Canada will not be responsible for the reservation and the payment of rooms from October 5 to October 11, 2013; rooms must be reserved and paid by delegates.
- B) Prices for Meeting Space Rental and Catering Services will be paid by Canada as per terms and conditions in this Request For Proposal.
- C) Prices below are before taxes.
- D) Canada will only pay for catering service prices according to the proposed unit prices multiplied by the confirmed catering numbers.

Final catering numbers will be confirmed **ten (10) business days in advance of the function.**

#### **Guest Room Rate:**

**Please provide the daily room rate before taxes in single/double occupancy.**

\$ \_\_\_\_\_ per night single occupancy

\$ \_\_\_\_\_ per night double occupancy.

#### **Meeting Space Rental Rates:**

Please provide the Meeting Space Rental Rate for each location including its requirements. If one or more spaces including its requirements are offered on a complimentary basis, please indicate "**At No Cost**" in the Rental Rate Total column.

**MOVE-IN: October 7, 2013 at 7:00**

**MOVE-OUT: October 10 at 23:00**

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Room	Dates 2013	Function	From: To:	Minimum Capacity	(a) Number of day	(b) Daily Rental Rate	Rental Rate Total in CDN\$ (a x b)
1	October 8 to 10	Meeting Room	7:00 - 23:00	200 people	3		
2	October 8 to 10	Meeting Room	7:00 - 23:00	100 people	3		
3	October 8 to 10	Meeting Room	7:00 - 23:00	100 people	3		
4	October 8 to 10	Meeting Room	7:00 - 23:00	80 people	3		
5	October 8 to 10	Meeting Room	7:00 - 23:00	80 people	3		
6	October 8 to 10	Meeting Room	7:00 - 23:00	35 people	3		
7	October 8 to 10	Meeting Room	7:00 - 23:00	35 people	3		
8	October 7 to 10	Chair's Office	7:00 - 23:00	20 people	4		
9	October 7 to 10	Secretariat Office	7:00 - 23:00	For requested equipment	4		
10	October 8 to 10	Computer Room or Computer Area for delegates	7:00 - 23:00	For requested equipment	3		
11	October 8 to 10	Health Breaks and lunch	7:00 - 23:00	200 people	3		

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Room	Dates 2013	Function	From: To:	Minimum Capacity	(a) Number of day	(b) Daily Rental Rate	Rental Rate Total in CDN\$ (a x b)
12	October 7 to 10	Registration Desk	7:00 - 23:00	For requested equipmenet	4		
13	October 7 to 10	Exibit / display area	7:00 - 23:00	For requested equipment	4		
Total Room Rental Rate:							

Indicate applicables taxes and/or service charges below:

Applicables taxes: \_\_\_\_\_

Applicables service charges: \_\_\_\_\_

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**Catering Services Rates:**

The Bidder must provide its catering prices as per identified menu mentioned in ANNEX A. Proposed Prices must be unit Prices, all inclusive but before applicable taxes.

Submitted unit price must not exceed the following unit cost including gratuity and taxes allotted:

Refreshments	\$11.70
Lunch	\$44.55
Dinner	\$107.23
Reception	\$46.80

MEALS	DATES 2013	(a) Estimated Quantities	UNIT PRICE \$CAD before gratuity and taxes	(b) UNIT PRICE \$CAD Including Gratuity	UNIT PRICE \$CAD Including gratuity and taxes	TOTAL PRICES \$CAD  Including gratuity = (a x b)
<b>Morning Health Break</b>	October 8 to 10	600 (200 per day)				
<b>Buffet Lunch</b>	October 8 to 10	600 (200 per day)				
<b>Afternoon Health Break</b>	October 8 to 10	600 (200 per day)				
<b>TOTAL CATERING SERVICES INCLUDING GRATUITY BEFORE TAXES:</b>						



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**OPTIONAL RECEPTION AND FORMAL DINNER****MEETING SPACE RENTAL RATE:**

Room	Dates 2013	Function	From: To:	Minimum Capacity	(a) Number of day	(b) Daily Rental Rate	Rental Rate Total in CDN\$ (a x b)
1	October 8	Cocktail Reception	17:00 - 19:00	300 people	1		
2	October 9	Formal Dinner	19:00 - 21:00	200 people	1		
<b>Total Optional Room Rental Rate:</b>							

Indicate applicables taxes and/or service charges below:

Applicables taxes: \_\_\_\_\_

Applicables service Charges: \_\_\_\_\_

**CATERING SERVICES RATES:**

MEALS	DATES 2013	(a) Estimated Quantities	UNIT PRICE \$CAD before gratuity and taxes	(b) UNIT PRICE \$CAD Including Gratuity	UNIT PRICE \$CAD Including gratuity and taxes	TOTAL PRICES \$CAD  Including gratuity = (a x b)
Cocktail Reception	October 8	300				
Formal Dinner	October 9	200				
<b>TOTAL OPTIONAL CATERING SERVICES INCLUDING GRATUITY BEFORE TAXES:</b>						

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### **OPTIONAL ACADEMIC CONFERENCE**

#### **MEETING SPACE RENTAL RATE:**

**PLEASE PROVIDE A DAILY RENTAL PRICE AS THE CONFERENCE MAY BE HELD FOR ONE OR TWO DAYS FROM OCTOBER 6 TO 7 2013.**

Room	Function	From: To:	Minimum Capacity	Daily Rental Rate
1	Meeting Room	7:00 - 23:00	150 people	
2	Lunch Room	10:30 - 15:45	150 people	
3	Registration Desk	7:00 - 23:00	For requested equipment	
4	Conference Office	7:00 - 23:00	For requested equipment	
5	Computer Room or Computer Area for delegates	7:00 - 23:00	For requested equipment	
6	Exhibit / display area	7:00 - 23:00	For requested equipment	

**Indicate applicables taxes and/or service charges below:**

**Applicables taxes:** \_\_\_\_\_

**Applicables service Charges:** \_\_\_\_\_

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**CATERING SERVICES RATES:**

**PLEASE PROVIDE A UNIT PRICE PER MEAL AS THE CONFERENCE MAY BE HELD FOR ONE OR TWO DAYS FROM OCTOBER 6 TO 7 2013.**

<b>MEALS</b>	<b>UNIT PRICE \$CAD before gratuity and taxes</b>	<b>(b) UNIT PRICE \$CAD Including Gratuity</b>	<b>UNIT PRICE \$CAD Including gratuity and taxes</b>	<b>TOTAL PRICES \$CAD Including gratuity = (a x b)</b>
<b>Morning Health Break</b>				
<b>Buffet Lunch</b>				
<b>Afternoon Health Break</b>				

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## **ANNEX D - INSURANCE REQUIREMENT**

The Contractor must comply with the insurance requirements specified in this annex. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

SACC Manual clause G2001C (2008-05-12) - Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(p) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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## **Annex E**

### **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_