



CANADA'S REPRESENTATIVE

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Request for Proposals (RFP)

Performance of the Work
described in the Statement of
Work of the draft contract.

TITLE 2022 APEC Business Advisory Council Meeting (ABAC)	
SOLICITATION NUMBER 7436956	DATE January 18th, 2022
PROPOSAL DELIVERY In order for the proposal to be valid and accepted, it must be received no later than 12:00 on February 11th, 2022 (as per Ottawa, Ontario) referred as the "Closing Date". Proposals are to be sent electronically to the following addresses: Attention: pierre.soucy@international.gc.ca emmanuelle.boivin@international.gc.ca	
Offer to: Foreign Affairs, Trade and Development 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. Name and title of person authorized to sign on behalf of the supplier. _____	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five (5) parts plus an attachment and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
N.B. *Contract may differ from the contract draft.*



1.2 SUMMARY

The purpose of this RFP is to select a supplier to enter into a contract with the Canada as described in the Statement of Work – Annex A, attached herein.

1.2.1 The Work is to be performed from the contract award date to April 28th, 2022. The requirement may be subject to the provisions of the:

- a) World Trade Organization Agreement on Government Procurement (WTO-AGP)
- b) Canada-United-States-Mexico(CUSMA)
- c) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- d) Canadian Free Trade Agreement (CFTA)
- e) Canada - Chile Free Trade Agreement (CCFTA)
- f) Canada - Columbia Free Trade Agreement
- g) Canada - Korea Free Trade Agreement
- h) Canada - Honduras Free Trade Agreement
- i) Canada - Panama Free Trade Agreement
- j) Canada - Peru Free Trade Agreement (CPFTA)
- k) Canada - Ukraine free Trade Agreement (CUFTA)
- l) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

N.B. *Contract may differ from the contract draft.*



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

N.B. Some supporting documents may not be available in English or French.

2.2 REFERENCE CLAUSES

2.2.1 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.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 ID 2003 28/05/2020 *Standard Instructions - Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>) of the **SACC Manual** by reference into and form part of the bid solicitation.

2.3.2 Except in the case of the Consent *to a Criminal Record Verification form – PWGSC-TPSGC 229*, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “**Foreign Affairs, Trade and Development Canada**” or “**DFATD**”; **all references to facsimile number of “819-997-9776” are deleted**; and the words “Contracting Authority” are to be substituted to read “**Canada’s Representative**”.

2.3.3 Submission of Bids

Bids received shall be valid for one hundred and twenty (120)

2.3.4 Late Bids

Bids received after **12h00 February 11thth, 2022** will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested,

2.3.5 Delayed Proposals

A proposal (bid) received after **12h00 February 11thth, 2022** will not be accepted.

2.3.6 Transmission by Facsimile

Canada does not accept receipt of bid by means of a facsimile.



2.4 SUBMISSION OF PROPOSALS

2.4.1 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**.

2.4.2 Proposals must be received by DFATD at the address identified, by the date and time on page 1 of the solicitation. Canada will not be responsible for proposals delivered to a different address.

Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2016-04-04) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.3 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;
- d. send its bid only to the address specified on page 1 of the bid solicitation;
- e. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.4 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

2.4.5 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
A proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than **14h00 February 4th, 2022**. Enquiries and suggestions received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP 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. Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favor a particular Bidder will be given consideration. Canada



reserves the right to accept or reject any or all suggestions.

2.6 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**, Canada.

2.7 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.8 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or by other means.

2.9 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by visiting their website at <http://www.citt.gc.ca/>.

2.10 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

2.11 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of*



- winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
 - f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
 - g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
 - i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests Bidders provide their proposal in an electronic *format*. (*email*)

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

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

Please note: bids may be modified or resubmitted only **before** the solicitation closing time and date, and must be done in writing. The latest bid received will supersede any previously received bids.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled “**Technical Proposal**”; **7436956**

Bidders must submit their technical proposal in accordance with Section I. This section should not exceed 60 double-sided pages. Material exceeding the 60-page maximum will not be considered. Required Certificates and Licenses, and Title pages are not included in the 60-page limit.

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation;
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation;
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once; and
- d. It is recommended that the Bidder include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid to be awarded a contract. Canada may declare a bid non-responsive if the required references are not submitted as requested.

Compliance with the references 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. Canada’s Representative will have the right to ask for additional information to verify bidders’ compliance with the references before award of a contract. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of Canada’s Representative for additional information will also render the bid non-responsive.



For Mandatory Technical Criteria and Point-Rated Technical Criteria listed below which require Project Summaries, the Bidder and its proposed resource(s) must demonstrate using project descriptions which include:

- Name and description of client organization;
- Name, phone number, e-mail address of client reference;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Overview of quality assurance and quality control process performed by the Bidder;
- Outcomes of the project;
- Description of the Consultant roles and responsibilities in the project.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “**Financial Proposal**”; **7436956**

Bidders must submit their Financial Proposal in accordance with Section II. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed.

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Canadian dollars on the attached form Financial Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

3.4.2 All payments will be made according to the terms of payment set out in the Draft Contract.

3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

3.6 TAXES

3.6.1 The Financial Proposal is to include any input taxes payable by the Bidder, and is to also include output taxes. The Bidder may provide details concerning the applicability, amount and administration of the payment of taxes and duties payable in respect of the Work.

3.6.2 Canada will pay the Bidder's output taxes as required by local tax legislation but will not be responsible for the payment of the input taxes payable by the Bidder to any third party (including Subcontractors).

3.7 CERTIFICATIONS

Section III: to be labeled “**Certifications**”; **7436956**; Bidders must submit the certifications required under **ATTACHMENT 1 TO PART 3 FOR CERTIFICATIONS INSTRUCTIONS**.
Please see Attachment 1 to Part 3 for Certifications instructions.



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

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. 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.

Canada's Representative 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 Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

A1. CERTIFICATIONS REQUIRED WITH THE BID

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

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

A2. 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, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

A2.2. 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 Federal Contractors Program (FCP) compliance assessment policy <https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.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.

A2.3. STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications



and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

A2.4. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

A2.5. FORMER PUBLIC SERVANT

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

DEFINITIONS

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

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

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

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



FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

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

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

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

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

WORK FORCE ADJUSTMENT DIRECTIVE

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

If so, the Bidder must provide the following information:

- 1. name of former public servant;
- 2. conditions of the lump sum payment incentive;
- 3. date of termination of employment;
- 4. amount of lump sum payment;
- 5. rate of pay on which lump sum payment is based;
- 6. period of lump sum payment including start date, end date and number of weeks;
- 7. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

A2.6. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- () A1.The Bidder certifies having no work force in Canada.
- () A2.The Bidder certifies being a public sector employer.
- () A3.The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and



A5.1.The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

A5.2.The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

B1.The Bidder is not a Joint Venture.

OR

B2.The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date



PART 4 - EVALUATION PROCEDURES

4.1 EVALUATION AND SELECTION

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.3 If the Bidder is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

4.2 TECHNICAL EVALUATION

Mandatory and point-rated technical evaluation criteria are included in attachment 1 to Part 4.

4.3 FINANCIAL EVALUATION

4.3.1 Mandatory Financial Criteria

The maximum funding available for this contract resulting from the bid solicitation is **\$600,000.00 CAD** (Applicable Taxes excluded). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.3.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, INCOTERM 2010 DDP (Destination) for goods, customs duties and excise taxes included.

4.4 BASIS OF SELECTION

(a) To be declared responsive, a proposal must:

- (i) Comply with all the requirements of the proposal solicitation; and
- (ii) Obtain a required minimum of a total rating of seventy percent (**70%**) for the total of the Technical proposal evaluation criteria.

(b) Bids not meeting the requirements set out in the Mandatory Technical Criteria above will be declared non-compliant. No further consideration in the selection procedure will be given to a Bidder submitting a non-compliant bid.

(c) Financial Evaluation: Opening of proposal envelope will be done only with an overall rating of 70% and meeting the requirements set out in the Mandatory Technical Criteria.

The responsive proposal with the highest overall score will be recommended for contract award.

4.5 CONDUCT OF EVALUATION

(a) In conducting its evaluation of the bids, Canada may, but will have no obligation, to do the following:

- i. seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
- ii. contact any or all references supplied by Bidders to verify and validate any information submitted by them;
- iii. request, before award of any contract, specific information with respect to Bidders' legal



- status;
- iv. verify any information provided by Bidders through independent research, use of any government sources or by contacting third parties; and
 - v. interview, at the sole cost of Bidders, any Bidder and/or any or all of the resources proposed by Bidders to fulfill the requirement of the RFP.
- (b) Bidders will have 5 working days to comply with any request related to any of the above items. Failure to comply with the request may result in the proposal being declared non-compliant.

Basis of Selection

Offers will be evaluated on the basis of the Highest Combined Rating of Technical Merit **70 %** and Price **30 % using the following formula:**

$$\frac{\text{Offeror's Technical Score}}{\text{Highest Technical score}} \times \text{ratio} + \frac{\text{Lowest price offer}}{\text{Offeror's price}} \times \text{ratio} = \text{Highest combined rating}$$



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)
(the below table is only an example)

	BIDDER 1	BIDDER 2	BIDDER 3
Technical Evaluation	70\100	83\100	78\100
Price	\$1,000,000	\$1,200,000	\$985,000

POINT DETERMINATION	BIDDER 1	BIDDER 2	BIDDER 3
Technical Points	$70/83 \times 70 = 59$	$83/83 \times 70 = 70$	$78/83 \times 70 = 65.8$
Price Points	$\$985,000/\$1,000,000 \times 30 = 29.55$	$\$985,000/\$1,200,000 \times 30 = 24.62$	$\$985,000/\$985,000 \times 30 = 30$
Total Score	$59 + 29.55 = 88.55$	$70 + 24.62 = 94.62$	$65.8 + 30 = 95.8$

Note 1: In this example the successful bidder would be No. 3 which has scored the highest combined technical merit and price



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

Should the Bidder be more than one entity, each entity must comply with this requirement.

The mandatory technical criteria are as follows:

M1	<p>The bidder must declare that they have held at least one (1) similar event during the last three (5) years preceding the closing date of this RFP.</p> <p>Signature: _____</p> <p>Print Name: Title: N.B. Global Affairs Canada reserves the right to seek information from the bidder that would validate the declaration. The bidder who is found guilty of providing incorrect information could see his proposal be declared ineligible.</p>	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS
M2	<p>Location</p> <p>The bidder must demonstrate the ability to provide all elements required in-house. Meeting rooms, hospitality, audio-visual and accommodations must be within the same venue</p>	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS
M3	<p>Location</p> <p>The bidder must demonstrate that the venue is located within 1.5km radius of Vancouver City Centre Station</p>	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS
M4	<p>Rating</p> <p>Must be at a minimum 4 star facility</p>	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS
M5	<p>Site visit</p> <p>The bidder must declare that they will provide access to the venue multiple times before the event for various site visits.</p> <p>Signature: _____</p> <p>Print Name: _____</p>	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS
M6	<p>Hospitality – menu and prices</p> <p>The bidder must provide menu that does not exceed amounts as detailed in the SOW (4.2.2)</p>	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS



	.		
M7	Hospitality – inclusion The bidder must include vegan, pork-free and nut-free options as detailed in the SOW (<u>4.2.2.1 Other Details</u> , point 3) and must be able to provide or subcontract gluten-free, kosher and/or halal meals if so required (<u>4.2.2.1 Other Details</u> , point 4).	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS
M8	Sustainability Initiatives The bidder must provide a list of sustainability initiatives that exist	Pass <input type="checkbox"/> /Fail <input type="checkbox"/>	COMMENTS



2.0 Point-Rated Technical Criteria

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated. The Bidder must obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

TECHNICAL PROPOSAL INSTRUCTIONS

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

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

Proposals that meet all of the mandatory technical criteria will be evaluated and percentage-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated.

The Bidder must obtain the required minimum points for the technical rated criteria which are subject to percentage rating.

If submitting a joint venture/consortia, the proposal should indicate which organization will be the lead.

	PERCENTAGE RATED TECHNICAL CRITERIA Maximum: 100% total percentage rating	Points Allocation
R1	Experience of the Bidder	30
R2	In close proximity of downtown	25
R3	Foyer Area	15
R4	Proximity of function rooms	20
R5	Proximity of function rooms	20
R6	Internet	20
R7	Internet	10
R8	Wired Internet	10
R9	Hospitality - Menu Quality	60
R10	Hospitality - Waste Management	10
R11	Hospitality - Plastic Elimination	5
R12	Hospitality - Food Donation Program	5
R13	Risk management approach	30
	Total Points	260



The following evaluation grid will be used in evaluating proposals and applies to Point Rated Technical Criteria R1 to R5.

RATING TABLE	
Available Points	Basis Distribution and Scoring for criterion R1 (<u>Relevancy</u> of the event and <u>Complexity</u> of the event) and R13
0 to 2	The response is insufficient. The projects presented show very few similarities with the needs cited in the statement of work.
3 to 4	The response includes some information, but important details are missing. The projects submitted demonstrate gaps with the needs identified in the Statement of Work.
5 to 6	The response includes some of the information required. The projects submitted demonstrate some similarities with the needs identified in the Statement of Work. It meets some of the needs but does not meet the minimum requirement. The response has some significant deficiencies.
7 to 8	The response includes a substantive amount of the information required to be complete and contains several elements that add value. The projects submitted demonstrate good similarities to the needs identified in the Statement of Work.
9 to 10	Substantial details have been provided, indicating a complete and thorough understanding of the requirement. The projects submitted demonstrate strong similarities to the requirements cited in the Statement of Work.
This Rating Table applies to Point Rated Technical Criteria R1 to R5	

Point Rated Technical Criteria			
R1	<p>Experience Using the form below (Table 1), the bidder must provide a summary of one (1) past event that was hosted at the venue</p> <ul style="list-style-type: none"> - Have a minimum total value of \$250,000.00 (taxes included); - Demonstrate that the event is comparable to this solicitations requirements; - Demonstrate successful completion of event within the last three (5) years of the closing date of this solicitation; - Include client reference for the project; and - Include the CV of the assigned Conference Services & Catering Manager 	<p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Relevancy of the event with the scope of work = 10 points • Complexity of the event with the scope of work = 10 points • Type of event: Private Sector = 5 points Public Event Sector = 10 points 	/30
R2	<p>In close proximity of downtown The bidder must demonstrate that the venue is located within the 1.5 km radius of Vancouver City Centre Station</p>	<ul style="list-style-type: none"> • Less than 850m = 25 points • Between 851m and 1.2km= 15 points • Between 1.21km and 1.5km= 10 points 	/25



R3	Foyer Area The bidder must demonstrate that a large foyer area, capable of hosting health breaks, is located adjacent or within close proximity (on same floor as plenary #2)	<ul style="list-style-type: none"> • Within 25 feet = 15 points • Between 26-50 feet = 10 points • Between 51-75 feet = 5 points • Over 76 feet = 0 points 	/15
R4	Proximity of function rooms The bidder must demonstrate that all function rooms are located on the same floor or adjacent floors to plenary #2	<ul style="list-style-type: none"> • All function rooms on the same floor as plenary = 20 points • All function rooms on same and adjacent floors = 10 points • Functions rooms located on multiple floors = 0 points 	/20
R5	Attrition fees The bidder must demonstrate flexibility with accommodation attrition fees	<ul style="list-style-type: none"> • 50-100% attrition = 20 points • 26-49% attrition = 10 points • Less than 25% attrition = 0 points 	/20
R6	Internet The bidder should send a statement to demonstrate that they will provide free Wireless Internet access for delegates within conference facilities.	<ul style="list-style-type: none"> • Can provide free internet =20 points • Cannot provide free internet = 0 points 	/20
R7	Internet The bidder is able to provide the wireless networks with the names, passwords, and speeds requested.	<ul style="list-style-type: none"> <input type="checkbox"/> Can provide all the wireless networks as requested = 10 points <input type="checkbox"/> Can provide half of the wireless networks as requested = 5 points <input type="checkbox"/> Can only provide 0 or 1 wireless network as requested = 0 points 	/10
R8	Wired Internet The bidder is able to provide the bandwidth requested to support live streaming and video conferencing requirements	<ul style="list-style-type: none"> <input type="checkbox"/> Can provide the wired connection bandwidth requested = 10 points <input type="checkbox"/> Cannot provide the wired connection bandwidth requested = 0 points 	/10
R9	Hospitality – Menu Quality The bidder must provide menu options for each food and beverage service that include the use of local product(s)/ingredient(s) (within a 100km radius). Additionally, the bidder must provide menu options for each food and beverage service that include the use of seasonal product(s)/ingredient(s).	<u>Health Breaks:</u> <ul style="list-style-type: none"> • Minimum of 1 local ingredient/product used per health break = 5 points • No local ingredient/product used in health breaks = 0 points • Minimum of 1 seasonal ingredient/product used per health break = 5 points 	/20



	<p>The bidder must provide multiple courses and options for meals and multiple options for health breaks in their menu proposals. Finally, the bidder must provide, where possible, healthy options including fruits and vegetables during health break services.</p>	<ul style="list-style-type: none"> • No seasonal ingredient/product used in health breaks = 0 points • 2 or more healthy/sweet options for AM Breaks and 2 or more healthy/savoury options for PM Breaks = 5 points • Less than 2 healthy/sweet options for AM Breaks and less 2 healthy/savoury options for PM Breaks = 0 points • Minimum of 1 fruit or vegetable option provided per health break = 5 points • No fruits or vegetables provided in health breaks = 0 points 	
		<p><u>Lunch:</u></p> <ul style="list-style-type: none"> • Minimum of 3 local ingredients/products used per lunch service = 5 points • Less than 3 local ingredients/products used per lunch service = 0 points • Minimum of 3 seasonal ingredients/products used per lunch service = 5 points • Less than 3 seasonal ingredients/products used per lunch service = 0 points • 3 or more courses provided per lunch service (salad/soup + main + dessert) = 5 points • Less than 3 courses provided per lunch service = 0 points • 2 or more options per course provided for every lunch service = 5 points • Less than 2 options per course provided for every lunch service = 0 points 	/20



		<p><u>Dinner:</u></p> <ul style="list-style-type: none"> • Minimum of 3 local ingredients/products used per dinner service = 5 points • Less than 3 local ingredients/products used per dinner service = 0 points • Minimum of 3 seasonal ingredients/products used per dinner service = 5 points • Less than 3 seasonal ingredients/products used per dinner service = 0 points • 3 or more courses provided per dinner service (salad/soup + main + dessert) = 5 points • Less than 3 courses provided per dinner service = 0 points • 2 or more options per course provided for every dinner service = 5 points • Less than 2 options per course provided for every dinner service = 0 points 	/20
R10	<p>Hospitality – Waste Management The bidder must have a detailed waste management program that includes the composting of organic waste and the provision of compost bins. Additionally, the bidder must also track and provide data on the weight of the organic waste produced during of the event.</p>	<p><u>Composting Program</u></p> <ul style="list-style-type: none"> • Bidder provides a detailed composting program for managing organic waste = 5 points • Bidder does not participate in any compost program = 0 points 	/5
		<p><u>Waste Management Data</u></p> <ul style="list-style-type: none"> • Bidder tracks and provides report on the weight of the organic waste produced during the event = 5 points • Bidder does not track and cannot provide a report on the weight of the organic waste produced during the event = 0 points 	/5



R11	<p>Hospitality – Plastic Elimination The bidder must demonstrate how they've eliminated the use of plastics for all food and beverage services (e.g., coffee stir-sticks, individually packaged honey & jams, plastic bottles, plastic cups).</p>	<ul style="list-style-type: none"> • Bidder is able to eliminate all plastics from the event = 5 points • Bidder is able to eliminate only single-use plastics but uses other reusable plastics = 3 points • Bidder is not able to eliminate single-use plastics from the event = 0 points 	/5
R12	<p>Hospitality – Food Donation Program The bidder must provide a report on their food donation program.</p>	<ul style="list-style-type: none"> • Bidder is able to provide a food donation program = 5 points • Bidder does not have a food donation program = 0 points 	/5
R13	<p>Risk management approach</p> <p>The Bidder must demonstrate how they and their team will manage and mitigate risks, challenges and issues (including in the context of the impacts of COVID 19 pandemic and other unforeseen circumstances) to ensure continued delivery against objectives and consistent quality control during the: Planning Phase, Operations Phase, and Close Out Phase of the project.</p> <p>The Bidder should provide details that include:</p> <ol style="list-style-type: none"> 1. A feasible preliminary identification of risks and risk responses; 10pts 2. A preliminary risk management/contingency plan; 10pts 3. A preliminary plan demonstrating how the Bidder plans to work with the Expo Organizer, with GAC and with the artists to manage risk, challenges and issues. 10pts 		/30
Total Points Awarded			/260



Table 1 – Event Form (R1)
<p>Name of the event: _____</p>
<p>Date of the event: From : _____ to _____ (yyyy-mm-dd) (yyyy-mm-dd)</p>
<p>Total value of the event (must be equal or over \$250,000.00 including taxes): _____</p> <p>Number of participants: _____</p> <p>Food and Beverage was served: Yes ___ or No ___</p> <p>Was it a Public or private sector event: Public ___ or Private ___</p> <p>Number of function rooms occupied: _____</p>
<p>Description of the event (including technical requirements):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Client reference
<p>Client Name: _____ Title: _____</p>
<p>Phone Number: _____ Email: _____</p>

N.B. The prorata formula to be used will be 70/30. Technical/rated section will count for 70% of the scoring. The financial part will count for 30%.

No minimum score.



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS.

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

5.2 PRIORITY OF DOCUMENTS.

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Conditions 2035 (2021-12-02);
3. Statement of Work (Annex A);



4. Basis of Payment (Annex B);
5. the Contractor's bid dated **INSERT DATE**, as clarified on **INSERT DATE**, as amended on **INSERT DATE**.

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION.

5.3.1 Canada's Representative.

Canada's Representative for this Contract is:

Name: _____
Title: _____
Department of Foreign Affairs, Trade and Development
Directorate: _____
Address: Telephone: _____
E-mail address: _____

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.

5.3.2 Project Authority.

The Project Authority for this Contract is:

Name: _____
Title: _____
Department of Foreign Affairs, Trade and Development
Directorate: _____
Address: Telephone: _____
E-mail address: _____

The Project Authority is the representative of the department 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 Canada's Representative.

5.3.3 Communication and Notices.

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

5.3.4 Management of the Contract.

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 anyone other than Canada's Representative.

5.3.5 Contractor's Representative.

The Contractor's Representative is:

Name:
Title:
Company:
Address:
Telephone:
E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

5.3.6 Amendment.

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment.

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

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

5.5 GENERAL CONDITIONS.

2035 (2021-12-02), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT.

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS.

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of British Columbia, Canada.

5.8 NUMBER AND GENDER.

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.



5.9 POWERS OF CANADA / STATE IMMUNITY.

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE.

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.11 EXCUSABLE DELAY.

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

5.11.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

5.11.3 However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5.11.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY.

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

5.13 SUCCESSORS AND ASSIGNS.

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.



5.14 SURVIVAL.

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work.

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

5.15.2 Period of the Contract.

The period of the Contract is from **INSERT START DATE** to **INSERT END DATE** inclusive.

5.15.3 Independent Contractor.

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.15.4 Conduct.

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.15.5 Assigned Individuals.

If specific individuals are identified in Annex A to perform the Work,

- a. the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- b. the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- c. the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.6 Resources.

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.15.7 Replacements.

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 5.15.5. The fact that Canada does not order that a replacement stop



performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5.15.8 Compliance with Local Law.

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Ontario.

5.15.9 Inspection and Acceptance.

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.15.10 Security Requirements

Contractors and all staff members requiring access to the premises of the Global Affairs office and / or the various secure sites might have to first obtain an accreditation. These individuals might be required to submit personal information on an appropriate accreditation website provided to them.

Her Majesty has the right to establish security clearance requirements in her sole discretion. These requirements may include the requirement to complete a personal history form, to provide fingerprints and to be subject to an ad hoc investigation.

5.15.11 Green Procurement

5.15.11.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

5.15.11.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.16 CERTIFICATIONS

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.

5.16.1 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract.



5.17 PAYMENT TERMS

5.17.1 Basis of Payment.

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.17.2 Limitation of Expenditure.

5.17.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.

5.17.2.2 No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative 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 Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- two (2) months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

5.17.3.0 Method of Payment – Milestone Payments – Firm Price.

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

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

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.



5.17.3.1 Schedule of Milestones

The proposed payment schedule is subject to negotiation with the Successful Bidder. The table below is set-up only as an example.

Milestones	Description	Percentage of Firm Price	Due Date
1	Signature of the contract	0%	August-September 2015
2	Approval of the final artistic concept	15%	6-8 weeks after signing of contract
3	Delivery of National Day/Canada Week	60%	February 2022
4	Submit final report as well as a complete financial accounting	25%	March 2022

5.17.3 Audit.

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

5.17.4 Invoicing Instruction.

5.17.4.1 The Contractor must ensure that each invoice it provides to Canada

- a. is submitted in the Contractor’s name;
- b. is submitted each month do so for each delivery or shipment;
- c. only applies to the Contract;
- d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- f. sets out Applicable Taxes, such as the Contractor’s output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

5.17.4.2 By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.17.5 Discrepancies.

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2020-05-28) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.



5.17.6 Termination Payments.

If a termination for convenience notice is given pursuant to section 30 of 2035 (2020-05-28) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.17.7 Remittance to appropriate tax authority.

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.18 SUSPENSION AND INFRACTION.

5.18.1 Suspension of the Work.

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.18.2 Infraction.

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 5.20.

5.19 INSURANCE TERMS.

5.19.1 Insurance at Discretion of Contractor.

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

5.20 GOVERNANCE AND ETHICS.

5.20.1 Conflict of Interest and Values and Ethics Codes for the Public Service.

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

5.20.2 Incapacity to Contract with the Government.

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or



- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the *Canadian Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

5.20.3 Anti-Terrorism.

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.21 DISPUTE RESOLUTION.

5.21.1 Discussion and Negotiation.

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.



ANNEX A - STATEMENT OF WORK

1.0 Title

Rental of a venue and accommodations for the 2022 APEC Business Advisory Council Meeting (ABAC) to be held April 25-28, 2022 in Vancouver, British Columbia.

2.0 Background

ABAC is a private sector body that is mandated with providing advice to APEC Leaders on issues of interest to the business community in the Asia-Pacific region. Comprised of three senior business executives from each of the 21 APEC economies, ABAC meets four times a year.

Global Affairs Canada (GAC) is responsible for coordinating all logistical aspects of the overall planning, program and logistics operation. It is expected that the number of participants will be near 135.

3.0 Objective

GAC is required to rent a venue and accommodations for delegates and staff in April 2022, as outlined below and detailed in Section 4.0. In order to fulfill requirement of the forum event reference above, GAC will be renting a facility centrally located in Vancouver, British Columbia.

4.0 Scope of Work

1. The Supplier must provide function rooms, audio visual (4.2.1), hospitality (4.2.2), accommodations (4.2.3) and IT (4.2.4) listed below;
2. The Supplier will discuss with the Project Authority to define the final requirements;
3. Requirements are subject to change on short notice;
4. The Supplier must be prepared to work in close and frequent contact with the Project Authority;

4.1 Venue Summary Requirements

1. The Supplier will waive any unused function room rental fees up to and including March 23, 2022. From March 24, 2022 until April 4, 2022, the Supplier will negotiate with the Project Authority to waive between 50% to 100% of the room rental fees. The Supplier will waive the full cost of any space that is resold.
2. Can accommodate the function room requirements outlined in 4.2.1, 4.2.2 and 4.2.3;
3. Should the technical requirements change during the planning process, the Supplier will adjust the cost estimate and equipment to reflect the new requirements.
4. The Supplier should take into consideration existing audiovisual infrastructure when providing the proposal.
5. The Supplier must provide a concrete list of greening initiatives that they have implemented.
6. Event dates as listed below:

Set-up day	Pre Event	Event	Event	Event	Event
April 23, 2022	April 24, 2022	April 25, 2022	April 26, 2022	April 27, 2022	April 28, 2022



4.2 Tasks, Activities, Deliverables and Milestones

4.2.1 Function Rooms & Audio Visual

FUNCTION ROOMS				
Room Ref. #	Room	Set Up	Dates & Times Required	AV Requirements
OPERATIONAL SPACES				
#1	Registration Space	4 pax 2x 6' tables	Set up: April 24 13:00-23:59 Event Day: April 25 00:01-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59	Extension cords and power bars
#2	Secretariat Office (ABAC Secretariat)	25 pax Boardroom for 10 people 1 x 6' Tables for printer/service 2 x 6' Table for Hospitality/Water station	Set up: April 23 13:00-23:59 Event Day: April 24 00:01-23:59 Event Day: April 25 00:01-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59 Event Day: April 28 00:01-15:00	
#3	Secretariat Office (Candel)	25 pax Boardroom for 10 people 1 x Round of 10 Water Station 1 x 6' table for MFD	Set up: April 23 13:00-23:59 Event Day: April 24 00:01-23:59 Event Day: April 25 00:01-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59 Event Day: April 28 00:01-15:00	Standalone laptop (TBC) 1 Multi-Function Device
#4	Office/ Meeting Room (ABAC Chair)	10 pax Boardroom for 10 people Water Station	Set up: April 23 13:00-23:59 Event Day: April 24 00:01-23:59 Event Day: April 25 00:01-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59 Event Day: April 28 00:01-15:00	
#5	Office (SMO)	20 pax	Set up: April 23 13:00-23:59	Standalone laptop (TBC)



		Boardroom for 10 people 1 x Round of 10 Water Station 1 x 6' table for MFD / shredder	Event Day: April 24 00:01-23:59 Event Day: April 25 00:01-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59 Event Day: April 28 00:01-15:00	1 Multi-Function Device Shredder
#6	Holding Room (To be confirmed) (MINT)	6 pax Half soft seating area/Half boardroom for 6 people Water Station	Set up: April 25 08:00-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59	Pipe and drape Small Media Lighting Kit
PROGRAM SPACES				
#7	Delegations Office	15 pax 3 rounds of 10 Water Station	Set up: April 24 08:00-23:59 Event Day: April 25 00:01-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59 Event Day: April 28 00:01-15:00	Standalone laptop (TBC) 1 Multi-Function Device
#8	Plenary #1 (Digital Symposium)	150 pax Theatre Seating Stage/Riser(s) Tech booth 2 X Water Stations	Set up: April 24 08:00-23:59 Event Day: April 25 00:01-23:59	Potential requirements may include: Large screens for presentations to fit room capacity Sound system Cue system Laptop(s) for AV presentations Switcher Confidence monitor(s) for presenters Podium and microphone



				<p>Up to 4 chairs on stage/riser(s)</p> <p>5 wireless microphones with stands</p> <p>Capacity for audio and video recording</p>
#9	Plenary #2 (ABAC Meeting)	<p>150 pax Hollow Square for 70 + rows behind for 80</p> <p>Maximum 9 at head table</p> <p>Tech booth 2 X Water Stations</p>	<p>Set up: April 25 08:00-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59 Event Day: April 28 00:01-15:00</p>	<p>Potential requirements may include:</p> <p>Large screens for presentations to fit room capacity</p> <p>Up to 70 Push to talk table microphones</p> <p>Extension cords and power bars for hollow square (1 per 2 people)</p> <p>Sound system Cue system</p> <p>Laptop(s) for AV presentations</p> <p>Switcher</p> <p>Confidence monitor(s) for hollow square and perimeter seating</p> <p>2 wireless microphones with stands</p> <p>Capacity for audio recording</p>
#10	Press Conference	<p>25 pax Theatre Seating Riser Media Riser</p>	<p>Set up PM: April 27 13:00-23:59 Event Day: April 28 00:01-12:00</p>	<p>Podium with microphone</p> <p>Sound System</p> <p>3 Media feed box (1 – English, 1 – French, 1 – Floor)</p> <p>Small media Lighting Kit</p> <p>Pipe and Drape (TBC)</p>



#11	Plenary/Digital Symposium Foyer	Health and Refreshment Breaks April 25-28: Minimum 2 x break stations	Set up AM: April 25 08:00-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59 Event Day: April 28 00:01-12:00	
#12	Meeting Room (Chair's and Staffer's Meeting/Drafting Session Room)	50 pax Boardroom/Hollow Square for 30, seating behind for 20 Water Station Tech Front of House (FOH)	Set up: April 24 08:00-23:59 Event Day: April 25 00:01-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-23:59	Sound system Up to 30 x Push to talk table microphones Extension cords and power bars for hollow square (1 per 2 people) Large screens for presentations to fit room capacity Cue system Laptop(s) for AV presentations Switcher 2 wireless microphones and stands
#13	Lunch	<u>April 26-27:</u> 160 ppl 20 x Round tables of 8	Set up: April 25 08:00-23:59 Event Day: April 26 00:01-23:59 Event Day: April 27 00:01-15:00	Large screen(s) for viewing to fit room capacity Sound System Up to 4 chairs on riser(s) 5 wireless microphones with stands
#14	Reception	<u>April 25:</u> 160 ppl 10 x High-Top Cocktail Tables	Set up & Event Day: April 25 08:00-23:59	Podium with microphone Sound System Small Media Lighting Kit (TBC)
#15	Dinner	<u>April 26:</u> 160 ppl 20 x Round tables of 8	Set up & Event Day: April 26 08:00-23:59	Podium with microphone Sound System Small Media Lighting Kit (TBC)



#16	Group Photo (TBC)	Open area within venue	Event Day: April 26 00:01-23:59	Small Media Lighting Kit (TBC)
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1. All function rooms must be held on a 24-hour basis.
2. Function room set-up, dismantling & loading dock fees must be included in function room rate.
3. Function rooms must include tables, chairs, linen & water stations.
4. The Supplier must provide the Project Authority with keys to all function rooms for the duration of the setup and conference.
5. The Supplier will provide a comprehensive greening plan.
6. The Supplier is to supply, operate and manage on a short-term, rental basis, the audiovisual equipment in various locations as outlined in the above.
7. It will be the Supplier's responsibility to ensure that all the necessary qualified technical personnel are on-site to meet the installation schedule that will commence on April 23, 2022 and conclude at the close of the final meetings scheduled for April 28, 2022. An installation and event schedule shall be provided to the Supplier following the award of the contract.
8. The Supplier will identify and appoint a representative who will serve as the primary liaison with the Project Authority to oversee the overall coordination and installations.
9. The Supplier representative should be located in the Vancouver region, and must be available to participate in meetings (either in-person or virtually).
10. The Supplier must make arrangements for, and cover the costs of all travel and accommodation for its personnel and any sub-contractor.
11. The Supplier will ensure that all equipment will be installed, tested and operational.
12. The Supplier will be responsible for the handling and transportation of materials between the loading areas and the designated spaces.
13. The Supplier accepts that should the Project Authority require any power bars for the small meeting spaces, they can bring their own and plug them into the existing outlets in those rooms.
14. Unless otherwise noted, the Supplier will be responsible for the provision and installation of all AC electrical power extension cords/feeder cables (Cam-lok, u-ground, TL-3/4, Socapex, etc.) and distribution boxes, in all identified rooms. The Supplier will also be responsible for ensuring that appropriate cable management peripherals (cable mats, adhesive cord cover strips (e.g.: SafCord), cloth tape, etc.) are installed in a manner that is secure for both the venue, and users.
15. In keeping with the Government of Canada's Green Initiatives and Energy Conservation Programs, every effort by the Supplier should be made to utilize technical production equipment which minimizes electrical consumption. Lighting, projection and display equipment which operates using LED (light emitting diode), OLED (organic light emitting diode), LCD (liquid crystal display), and 3-DLP Laser technologies is preferred.

4.2.2 Hospitality

Date	Participants	Time	Requirements
Day 1 Monday, April 25th	135 - TBC	13:00 – 17:00	Water Station (water cooler or pitchers and glasses)
	135 - TBC	14:00 – 14:15	PM Health Break Healthy/sweet selection (please include vegan options)
	160 - TBC	18:30 – 20:00	Reception Hot & Cold Hors d'oeuvres



Day 2 Tuesday, April 26th	135 - TBC	08:00 – 17:00	Water Station (water cooler or pitchers and glasses)
	135 - TBC	10:30 – 11:00	AM Health Break Healthy/sweet selection (please include vegan options)
	135 - TBC	12:30 – 14:00	Lunch Plated (please include vegan option)
	135 – TBC	15:30 – 16:00	PM Health Break Healthy/sweet selection (please include vegan options)
	160 - TBC	18:30 - 20:30	Gala Dinner Plated Dinner + 1 beverage consumption (please include vegan option)
Day 3 Wednesday, April 27th	135 - TBC	08:00 – 17:00	Water Station (water cooler or pitchers and glasses)
	135 - TBC	10:00 – 10:30	AM Health Break Healthy/sweet selection (please include vegan options)
	135 - TBC	12:00 – 13:30	Lunch Plated (please include vegan option)
	135 - TBC	15:00 – 15:30	PM Health Break Healthy/sweet selection (please include vegan options)
Day 4 Thursday, April 28th	135 – TBC	08:00 – 12:00	Water Station (water cooler or pitchers and glasses)
	135 - TBC	9:00 – 10:30	AM Health Break Coffee/Tea Service Only

N.B. The Government of Canada will pay all Food and Beverage requirements listed above (Section 1). Venue must be able to provide Food and Beverage that does not exceed the values as outlined below:

- AM/PM Health Breaks: \$10.68 per person per break including all taxes and gratuities
- Lunch: \$43.20 per person including all taxes and gratuities
- Reception: \$42.70 per person including all taxes and gratuities
- Gala Dinner: \$139.13 per person including all taxes and gratuities

N.B. Food and beverage requirements listed above are anticipatory, but could change based on confirmation of final number of event participants. The Government of Canada retains the right to amend these requirements throughout the planning process of this event.

4.2.2.1 Other details

1. Venue must provide sample menu options for each item listed above showing base price, taxes and gratuities. Options are listed for information purposes only and will be determined should a contract be awarded.
2. Menu options must include Service & Administration Charges and Provincial & Federal Sales Taxes, as appropriate.



3. With the aim of being inclusive, all menus need to include a minimum of one vegan option. No pork or nuts should be served or included in the preparation of the food.
4. With the aim of being inclusive, the venue should provide or subcontract Gluten-Free, Kosher and Halal food options if so required, and will advise of any additional costs. Number of Gluten-Free, Kosher and Halal meals will be confirmed one week prior to the event.
5. With the aim of being environmentally responsible the venue is to: a) provide a detailed summary of its environmental/greening initiatives; b) identify local and seasonal products and ingredients used in hospitality services; c) provide a detailed summary of its organic waste management policies (composting program, etc.); d) reduce or eliminate the use of plastic in hospitality services, in particular the full elimination of single-use plastics (straws, coffee stir sticks, wrapped candy, jam and honey in plastic containers, etc.); e) provide a detailed summary of its food donation program and identify how food and beverage is prepared and served strategically to reduce waste and allow unserved food to be donated to a charitable organization.
6. **N.B.** Furniture, linens, porcelain/ceramic china, glassware, flatware, transportation, and service staff labour are to be included in the quote.
7. The venue will be responsible for delivery, set-up, teardown and pick-up.
8. All materials used should be branding-free. No branding of the contractor or the venue can be visible on any of the packaging, rentals, dishes, glasses, napkins, etc.

4.2.2.2 COVID details

1. Venue must provide provincial, municipal and hotel measures and protocols that are in place in order to ensure a safe experience for the guests, as well as provide protection for the staff serving them.
2. All guests must wear a mask (or face covering) in a manner that covers their mouth, nose and chin while circulating everywhere in the building. Masks may be removed only when attendees are seated at their assigned tables in the dining area.
3. Alcohol-based hand rub dispensers are available in high traffic areas throughout the building.
4. In order to keep common touch points to a minimum, the hotel should place glasses, dishes and utensils at the very last minute.
5. Banquet Managers should check with employees scheduled for the event in order to ensure that they're not experiencing any symptoms of COVID-19. Employees will be asked to return or stay home if they have symptoms. All staff will wear facial coverings while on the premises.
6. Cleaning and sanitizing tables, chairs, podium, service bars between events with approved chemical sanitizer solutions at proper concentration.
7. Running all dishware and silverware in sanitizing dishwasher, if available.
8. Providing each employee working in the kitchen with their own sanitizing equipment for use in their area before, during and after their shift.
9. Frequent cleaning of the bathrooms and other touch points in and around the banquet rooms throughout the day and during the event, (including door handles, knobs, elevators, coat racks, hangers, etc.)

4.2.3 Accommodations

DATE	Standard Rooms	Total Rooms
Saturday, April 23, 2022	25	
Sunday, April 24, 2022	50	
Monday, April 25, 2022	50	
Tuesday, April 26, 2022	75	
Wednesday, April 27, 2022	75	
Thursday, April 28, 2022	75	



Friday, April 29, 2022	50	
TOTAL Room Nights	400	
RATE	TBC	

N.B. Above rates subject to applicable taxes. Provide pricing for standard room options

1. The Supplier will provide accommodation attrition fees that are above industry standards and extend a cut-off date of April 4, 2022.
2. One room per 40 paid room nights on a cumulative basis will be offered on a complimentary basis and be in the form of a credit on the master account.
3. The hotel will provide a certain number of upgrades to VIPs based on the number of confirmed participants.
4. The hotel will honour the negotiated group rate after the cut-off date for all last minute reservations.
5. A group code for on-line reservations as well as a toll-free number will be provided for individual reservations. Some rooms will also be provided via rooming list.
6. With the aim of making the event environmentally responsible, no plastic containers such as plastic water bottles, plastic glasses, straws and stir sticks in the guest rooms.
7. The hotel will provide complimentary Wi-Fi internet access in all guest rooms.
8. Cancellation of individual guest rooms without penalty will be 24 hours prior to arrival.
9. No guest room charges will be made to GAC's master account unless directed by Project or Technical Authorities.
10. The hotel will consider requests for early check-in, to be granted according to room availability at time of check-in.
11. The hotel will consider requests for late check-out to the extent possible.
12. Group rates are available three (3) days pre- and three (3) days post-conference based on hotel availability.

4.2.4 IT

1. The contractor shall provide Wi-Fi networks to the specifications in the table below and available in all rented function spaces. If the contractor is unable to provide the number of custom networks requested, alternatives should be provided for review by GAC.
2. If the contractor is unable to provide the preferred IP Range, they must liaise with GAC to find a suitable alternative.
3. The contractor will ensure that the network connections are operational and tested before GAC takes possession of the venue.
4. The contractor will provide support during regular business hours for network infrastructure, and provide at a minimum on-call support for after hour issues. The contractor will provide 1 network drop within the SMO Secretariat and 1 network drop within Candel office on the SMO network for printing purposes.
5. The speed minimums below are a guideline, and if there are challenges meeting them, the contractor shall provide options to GAC to ensure an adequate level of service
6. The contractor will plan for a factor of 2.5 connections per user identified in the table below.
7. The live streaming and video conferencing requirement is still to be confirmed. The contractor shall provide pricing for the infrastructure needed for live streaming and video conferencing as an option to the contract. This option will be exercised by GAC as necessary once the final needs have been determined.
8. The live streaming bandwidth for the option stipulated in the bullet above shall be shared between the Plenary Room and the Press Conference room as there will not be live streaming occurring at both rooms concurrently.

Wifi

Network Name	Password	Speed Minimum	IP Range	Number of Users
SMO	#smo2020	50 mbps	172.16.0.1- 172.16.1.255	65
ABAC	!abac2020	75 mbps	any	150



Infrastructure

Room	Requirement
Secretariat Office	Hard-wired internet connection <ul style="list-style-type: none"> • Must be on SMO VLAN
Candel	Hard-wired internet connection <ul style="list-style-type: none"> • Must be on SMO VLAN
Plenary (Live streaming option and video conferencing)	Hard-wired internet connection shared with Press Conference room <ul style="list-style-type: none"> • Minimum 75 mbps
Press Conference (Live streaming option)	Hard-wired internet connection shared with Plenary <ul style="list-style-type: none"> • Minimum 75 mbps

5.0 GAC Project Authority Roles and Responsibilities

GAC is the Project Authority for this RFP.

The Project Authority or their delegate is the key GAC resource for information relating to the coordination of the Cultural aspects of National Day and Canada Week during its lifecycle. The Project Authority is responsible for granting approval of the work proposed by the Contractor.

The Project Authority will:

- a) Provide the Contractor with all relevant information required to fulfil its responsibilities of designing, planning, delivering, and managing
- b) Provide direction to the Contractor
- c) Respond to inquiries sent by the Contractor to GAC
- d) Assist with the coordination of any meetings with GAC
- e) Provide translation of any text and/or narrative required
- f) Be available for consultation throughout the span of this project
- g) Approve the detailed budget forecast; and
- h) Approve scripts, as required.

6.0 Language Requirements

The Government of Canada is under the obligation to respect the spirit and the letter of the Official Languages Act (Canada). It is therefore imperative that the Contractor ensures that their staff have fluent capability in both official languages (Canadian English and Canadian French). The Contractor will be able to communicate verbally and in writing, in the official language of their choice.

If required, regular or final reports (verbal or written) and draft documents can be provided by the Contractor in either French or English.

7.0 Media

The Contractor must ensure that no member of the Contractor’s team communicates (verbally or in writing) any project information with any third party without the written consent of the Project Authority. All media inquiries must be directed to the Project Authority.



8.0 Consultations, meetings, presentations, and status reports

8.1 Project Status Meetings

1. The Contractor's Project Coordinator must organize jointly with the Project Authority regular project status meetings and ensure that all Key Personnel attend as required from contract award, throughout all stages of the project.
2. In addition to the anticipated regular project team meetings, the Project Authority may arrange meetings on an 'as required' basis throughout the project for all members of the Project Team, including but not limited to representatives from GAC and the Contractor's team. The Contractor must attend the meetings and ensure all sub-consultants and specialists attend as required throughout the different project stages.

9.0 Travel

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the allowances specified in The National Joint Council Travel Directives. (<https://www.njc-cnm.gc.ca/directive/d10/en>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

***N.B.** If required, all travel must have the prior authorization of the Project Authority. All payments are subject to government audit.*

10.0 General Submissions, Reviews and Approvals Requirements

It is the Contractor's responsibility to prepare all of the necessary materials for production of the work and submissions requirements from contract award to project completion as outlined in the SOW.

11.0 Health situation and COVID-19 including all variants

Please note that the current health situation (COVID-19 and all variants) may at any time terminate the work and consequently terminate all contracts. The contractor must then refer to elements 28 and 30 of clause 2035 of the General Conditions.

[Section 3.2035 - General Conditions - Services - Buyandsell.gc.ca](#)



ANNEX B – Basis of Payment

PROFESSIONAL SERVICES – FIRM PRICE

Proposal Price breakdown

The Bidder must provide a breakdown of their firm proposal price and indicate, as a minimum, the breakdown identified in Table 1. The following table will be used to rate the proposed budget.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices for each item listed in the table below. Customs duties are included and Applicable Taxes are extra. For the firm price portion of the Work only, Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

FUNCTION SPACE - Master Account			
Function space	Rate	#Days	Total
#2 Secretariat Office	\$	6	\$
#3 Secretariat Office	\$	6	\$
#4 Meeting Room Office	\$	6	\$
#5 Office	\$	6	\$
#6 Holding Room (TBC)	\$	3	\$
#7 Delegations Office	\$	5	\$
#8 Plenary	\$	5	\$
#10 Bilateral / Meeting room1	\$	4	\$
#11 Meeting room2 / Breakout space	\$	4	\$
#13 Lunch room	\$	3	\$
Fees for other rooms not listed above	\$		\$
		Subtotal	\$
		Service charge	\$
		Taxes	\$
		Total on Master Account	\$

AV	
Requirement	Total
AV requirements as per section 4.2.1 of Annex A	\$
Other fees not listed above	\$
Subtotal	\$
Taxes	\$
Total on Master Account	\$



ROOM BLOCK										
ATTENDEES - Paid by individual										
Description	April 23,20 22	April 24,20 22	April 25, 2022	April 26,20 22	April 27,20 22	April 28 ,2022	April 29 ,2022	Unit Price	Unit total	Total
Standard Room	25	50	50	75	75	75	50	\$	400	\$
Municipal Hotel Tax (11%)										\$
Goods & Services Tax GST (5%)										\$
Destination Marketing Fee (DMF) (1.5%)										\$
Total to be paid by individual										\$

HOSPITALITY				
Section 1				
Date	Requirement	Participant s	Unit price	Total
Day 1 April 25th	Water Station	135	\$	\$
	PM Health Break	135	\$	\$
	Reception	160	\$	\$
Day 2 April 26th	Water Station	135	\$	\$
	AM Health Break	135	\$	\$
	Lunch	135	\$	\$
	PM Health Break – Delegates	135	\$	\$
	Gala Dinner	160	\$	\$
Day 3 April 27th	Water Station	135	\$	\$
	AM Health Break	135	\$	\$
	Lunch	135	\$	\$
	PM Health Break	135	\$	\$
Day 4 April 28th	Water Station	135	\$	\$
	AM Health Break	135	\$	\$
Other fees not listed above				\$
Subtotal				\$
Gratuities				\$
Taxes				\$
Total on Master Account				\$



IT		
Requirement		Total
MANDATORY INFRASTRUCTURE	Wifi Hardwired Connections	\$
OPTIONAL INFRASTRUCTURE	Livestreaming Bandwidth Livestreaming Hardwired Connections	\$
Other fees not listed above		\$
Subtotal		\$
Taxes		\$
Total on Master Account		\$

SUMMARY OF ALL COSTS	AMOUNTS
FUNCTION SPACE	\$
AV REQUIREMENTS	\$
ROOM BLOCK	\$
HOSPITALITY)	\$
IT REQUIREMENTS	\$
Grand total to be charge on the MASTER ACCOUNT (taxes included)	\$

ANNEX B IS TO BE COMPLETED AND INCLUDED WITH YOUR BID



ANNEX C – CONFIDENTIALITY CLAUSE

Taking into account, on the one hand, the specificities of the Employer's activity which require protection and, on the other hand, its functions, the supplier (and its employees) undertakes the following confidentiality commitment vis-à- Vis the Employer:

Nature of commitment

The Provider (and its employees) shall observe the strictest discretion on all information relating to the Employer's activities to which he or she will have access, either directly or indirectly, in the performance of his duties or because of his presence in the workforce.

Duration of commitment

Discretion will last from the beginning of the contract until **April 30th, 2022**.

SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

ANNEX C IS TO BE COMPLETED AND INCLUDED WITH YOUR BID



ANNEX D – COVID-19 VACCINATION REQUIREMENT CERTIFICATION

Certifications Required with the Bid

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

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all personnel that
_____ (name of business) will provide on the resulting Contract, (where they may come
into contact with public servants and participants) will be fully vaccinated against COVID-19 with Health Canada-approved
COVID-19 vaccine(s);

For personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, they will be subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

N.B. The conditions of this certificate may change depending on health security requirements. The Supplier and Global Affairs Canada may negotiate and enter into new terms before or during the performance of the work.

ANNEX D IS TO BE COMPLETED AND INCLUDED WITH YOUR BID