



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

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada  
**Address: 1341 Baseline Road, Ottawa**  
**Attn: Rhonda DiMarco**  
**Email: rhonda.dimarco@agr.gc.ca**

**REQUEST FOR PROPOSAL/  
DEMANDE DE PROPOSITION**

**Proposal To: Agriculture and Agri-Food 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 and service, and construction as listed herein and on any attached sheets at the price(s) set out therefore.

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

**Comments-Commentaires**

**Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur**

**Issuing Office- Bureau de distribution**

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada

Corporate Materiel Management Centre/ Centre de gestion intégrée du matériel

<b>Title/Titre:</b> Design and Fabrication of the Canada Pavilion - Gulfood	
<b>Solicitation No. – N° de l'invitation</b> 01B68-22-0051	<b>Date of Solicitation – Date de l'invitation</b> May 30, 2022
<b>Solicitation Closes – L'invitation prend fin</b> At – à : 12 :00 p.m. On-le : June 16th, 2022	<b>Time Zone - Fuseau Horaire</b> EDT
<b>Address Enquiries to: Adresser toutes questions à :</b> Name : Rhonda DiMarco Email : rhonda.dimarco@agr.gc.ca	
<b>Telephone No. – N° de téléphone</b> 819-665-5568	<b>FAX No. – N° de fax</b>
<b>Destination- of Goods, Services, and Construction :</b> <b>Destination-des biens, services et construction:</b>	
<p><b>Instructions:</b>                  Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.</p> <p><b>Instructions:</b>                  Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens.. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.</p>	
<b>Delivery required - Livraison exigée</b>	<b>Delivery offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/ de l'entrepreneur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur</b>	
(type or print) - (taper or écrire en caractère d'imprimerie)	
<b>Signature:</b>	
<b>Date:</b>	

**Request for Proposal (RFP): 01B68-22-0051**

**FOR THE PROVISION OF**

**DESIGN AND FABRICATION OF THE CANADA  
PAVILION**

**GULFOOD**  
**Dubai, United Arab Emirates (UAE)**  
**2023, 2024, 2025, 2026**

**FOR**

**Agriculture and Agri-Food Canada (AAFC)**

Contracting Authority:

Rhonda DiMarco  
Senior Contracting Specialist  
Agriculture and Agri-Food Canada/Agriculture et Agroalimentaire Canada  
Professional Services Contracting Unit,  
1341 Baseline Road, Ottawa, ON K1A 0C5  
Telephone/Téléphone: 819-665-5568  
E-mail address: Rhonda.dimarco@agr.gc.ca

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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

1.1 Agriculture & Agri-Food Canada (AAFC), is seeking proposals for Pavilion Design and Fabrication services at GULFOOD 2023.

AAFC is organizing the Canada Pavilion at GULFOOD 2023, which will be held at the Dubai World Trade Center, in Dubai, UAE from February 20 to 24, 2023. The Canada Pavilion will incorporate displays from a number of Canadian agri-food companies, associations, and federal/provincial departments.

GULFOOD is the world's largest annual food and hospitality show. Held in Dubai, UAE, the show attracts approximately 5,000 exhibitors participating from over 195 countries and 100,000 professional visitors.

In order to ensure the prosperity of the sector, the Canadian agri-business community needs to successfully compete and adapt to the changing needs of domestic and international markets. AAFC's Canada Pavilion Program provides Canadian food exporters with the opportunity to enhance the exposure of their products against international competition by differentiating their products through the use of branding tools and attributes. The Canadian presence at international trade shows, through the Canada Pavilion Program, should highlight the following key Canada Brand attributes: quality, innovation, sustainability, diversity, and food.

Bids **must** include the following:

- 1. Executive Summary:** A brief overview of the proposed plan, expectations, and understanding of the project.
- 2. Design Concept:** Canada's "Brand" is well defined (see Appendix I), as such design proposals for a Canada Pavilion must take full advantage of Canada's international reputation. The bid will include a design layout for a 624 square metre (sq. m) Canada Pavilion spread across three halls. One (1) 23m x 6m stand (138 sq. m), one (1) 28m x 6m stand (168 sq. m) and one (1) 8m x 6m second level (double decker) structure (48 sq. m) in the Pulses Hall, Grains and Cereals Hall, one (1) 29m x 6m stand (174 sq. m) in the World Food Hall, and one (1) 12m x 8m stand (96 sq. m) in the Dairy/Meat Hall.

The design must be distinctly Canadian and stand out from other countries/competitors on the show floor. The design will take advantage of Canada Brand attributes while addressing the target audience's perception of what is distinctly Canadian.

The design must allow for a combination of enclosed and open concept booth layouts to accommodate the needs of both individual companies as well as larger group exhibitors. The design and layout of the pavilion should be flexible to

accommodate changes from year-to-year. The design should include sustainable materials that can be reused throughout the duration of the contract.

- 3. Project Management for Services:** Provide a detailed description of the approach, resources for each service and detailed, comprehensive timelines including **milestones** for planning and interactions with Show Authority, AAFC and exhibitors as well as fabrication and delivery schedule.
  - 4. Contingency Plan:** Describe any major challenges, constraints or unexpected situations and/or major difficulties that may arise during the course of the project including staffing issues and provide proposed solutions and approaches to address these.
  - 5. Summary/Recommendation:** Provide any additional information and/or recommendations that are essential to the project.
- 1.2 With the exception of certain basic site requirements that must be provided or ordered separately, the Contractor will provide a complete turnkey package that includes all goods and services to be detailed in the tender drawings and the specifications described herein (Statement of Work).
- 1.3 Any components and services not covered or mentioned herein, but obviously necessary to the completion of a fully operational exhibit are to be identified separately in the Contractor's Technical proposal and included in the Financial Proposal.
- 1.4 In the case of conflict or discrepancies between the Statement of Work and the referenced set of tender drawings provided, the specifications given in the Statement of Work shall prevail.

## **2.0 SECURITY REQUIREMENTS**

There are no Security requirements associated with this RFP.

## **3.0 INTERPRETATION**

- In the Request for proposal "RFP",
- 3.1 "Canada", "Crown", "Her Majesty", "the Government" or "Agriculture and Agri-Food Canada" or "AAFC" means Her Majesty the Queen in right of Canada, as represented by the Minister of Agriculture and Agri-Food;
  - 3.2 "Contract" or "Resulting Contract" means the written agreement between Agriculture and Agri-Food Canada and a contractor, comprising the General Conditions (set out in Appendix A of this RFP) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

- 3.3 “Contracting Authority or authorized representative” means the AAFC official, identified in Part 3, Article 6.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned AAFC official;
- 3.4 “Contractor”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;
- 3.5 “Minister” means the Minister of Agriculture and Agri-Food or anyone authorized to act on his/her behalf;
- 3.6 “Project Authority or authorized representative” means the AAFC official, identified in Part 3, Article 7.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;
- 3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;
- 3.8 “Bidder” means a person or entity submitting a Proposal in response to this RFP;
- 3.9 “Work” means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

## **PART 1: BIDDER INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 CONTRACTUAL CAPACITY**

- 1.1 The Bidder must have the legal capacity to enter into legally binding contracts. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder shall provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per Appendix E of this RFP.

### **2.0 ACCEPTANCE OF TERMS AND CONDITIONS**

- 2.1 Agriculture and Agri-Food Canada will only consider Proposals which accept Agriculture and Agri-Food Canada's terms and conditions.
- 2.2 The General Conditions attached in Appendix A and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

### **3.0 INCURRING COST**

- 3.1 The cost to prepare the Proposal will not be reimbursed by Agriculture and Agri-Food Canada.
- 3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

### **4.0 ENQUIRIES - SOLICITATION STAGE**

- 4.1 All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.
- 4.2 Enquiries and issues must be received by the Contracting Authority no later than **five (5)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.
- 4.3 To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all Bidders any information with respect to **significant** enquiries received and the replies to such enquiries without revealing the sources of the enquiries.



- 4.4 All enquiries and other communications with government officials throughout the solicitation period are to be directed ONLY to the Contracting Authority named below. Noncompliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a Proposal.
- 4.5 Meetings will not be held with individual bidders prior to the closing date/time of this RFP, unless otherwise specified.
- 4.6 Bidders shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B)

## **5.0 RIGHTS OF CANADA**

- 5.1 Canada reserves the right to:
  - 1. Accept any Proposal in whole or in part, without prior negotiation;
  - 2. Reject any or all Proposals received in response to this RFP;
  - 3. Cancel and/or re-issue this RFP at any time;
  - 4. Ask the Bidder to substantiate any claim made in the Proposal;
  - 5. Enter into negotiations with one or more Bidders on any or all aspects of their Proposals;
  - 6. Award one or more Contracts;
  - 7. Retain all Proposals submitted in response to this RFP.

## **6.0 SUBSTANTIATION OF PROFESSIONAL SERVICES RATES**

- 6.1 In Canada's experience, bidders will from time to time propose prices at the time of bidding that they later refuse to honour, on the basis that these prices do not allow them to recover their own costs and/or make a profit. When evaluating the prices for professional services bid, Canada may, but will have no obligation to, require price support for any prices proposed. Examples of price support that Canada would consider satisfactory include:
  - 1. documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided under a resulting contract, and the fees charged are equal to or less than the price offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
  - 2. a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under a resulting contract where the amount payable under that contract by the Bidder to the resource is equal to or less than the price bid;

3. a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a price that is equal to or less than the price bid; or
4. details regarding the salary paid to and benefits provided to the individuals employed by the Bidder to provide services, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the prices bid, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the prices it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the prices bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the prices bid, Canada may, at their sole discretion declare the bid non-compliant.

## **7.0 MANDATORY CLAUSES**

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

## **8.0 DEBRIEFING**

- 8.1 After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

## **9.0 OFFICE OF THE PROCUREMENT OMBUDSMAN**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

**PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

**1.0 APPLICABLE LAWS**

- 1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of Ontario.
- 1.2 In their bid submission, bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the bidder acknowledges the applicable law specified is acceptable to the Bidder.

**2.0 SUBMISSION OF PROPOSAL**

- 2.1 Due to the nature of this RFP electronic transmission of proposals by such means as electronic mail to the Department of Agriculture and Agri-Food will be accepted.
- 2.2 The proposal **MUST BE EMAILED** to and received by the Contracting Authority named on the cover page of the RFP no later than **Thursday June 16th, 2022 at 12:00 PM EDT.**
- 2.3 The onus for submitting proposals on time at the specified location rests with the Bidder. It is the Bidder's responsibility to ensure correct delivery of their proposal to the Contracting Authority.
- 2.4 Proposals submitted in response to this RFP will not be returned.

**3.0 PROPOSAL PREPARATION INSTRUCTIONS**

- 3.1 The proposal **must** be structured in **THREE SEPARATE parts** as indicated below:

Section 1	Design & Technical Proposal (with no reference to price)	1 electronic copy
Section 2	Financial Proposal	1 electronic copy
Section 3	Certifications	1 electronic copy

- 3.2 The Bidder may **submit only one proposal in either official language (English or French)**.
- 3.3 Each copy of the proposal is to include the Bidder's legal entity name, the name of the Bidder's contact, address, telephone number, facsimile number, email address and the RFP Number.

#### **4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)**

- 4.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the **Statement of Work Appendix "B"**, as well as demonstrate how the Bidder will meet the requirements of the **Evaluation Procedures and Criteria Appendix "D"**.

#### **5.0 PREPARATION OF FINANCIAL PROPOSAL (Section 2)**

- 5.1 **The bidder must submit a financial proposal using the forms provided in Appendix 'G' and 'H'**. The proposer must complete all tables in Appendix G and Appendix H in their entirety, pricing to be provided for every item listed or added, or will be deemed non-compliant and will be given no further consideration.

The bidder must also provide the following,

1. The covering letter signed by the Proposer or an authorized representative of the Proposer;
  2. A statement by the Proposer that they have read, understood, and will comply with every clause, term and condition of the RFP (alternatively, the Proposer may provide a clause-by-clause compliance matrix, reflecting the same);
  3. A confidentiality statement, if applicable; and
  4. The name and contact information of the Proposer's representative who may be contacted for clarification of proposal details.
- 5.2 The Firm Lot Price identified in Appendix G will be used for evaluation purposes.

The Firm Lot Price MUST be in **CANADIAN CURRENCY**, all deliverables FOB Job site – **GULFOOD 2023** and inclusive of any Customs duty, applicable taxes, associated cost for travel and out of pocket expenses.

1. The Firm Lot Price must not exceed \$334,000.00 CAD and inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. **Any bids exceeding the maximum value will be**

**deemed non-compliant and given no further consideration.** This current Request for Proposal number 01B68-22-0051 does not cover the option to extend the Contract to cover Gulfood 2024, 2025 and 2026.

2. AAFC may allocate additional funds, over and above the proposed Firm Lot Price, up to a maximum ceiling price to be determined at time of contract award. The additional funds will provide, during the course of resulting contract, the, or some of the, items in Appendix H “Optional Items and Additional Requirements” or any other items required for the pavilion, as well as contingency funds for any unforeseen requirements. AAFC is not bound to order any of the items labelled “Optional” or any other items not listed and the selected Contractor shall not act upon any requests under the resulting contract which would cause the maximum expenditure to be exceeded.

- 5.3 The Firm Lot Price must be strictly in accordance with the specifications contained herein and based on the proposed design submitted **including the drayage.**

The Proposers must include in the Firm Lot Price, the cost for all these components.

1. Components: For the design, management, installation, dismantling, rentals and all specified services including floor covering, structure, utilities, furniture, equipment, graphic production and installation, as detailed herein FOB Job site, **Gulfood 2023, Dubai United Arab Emirates (UAE)**(Appendix F).
2. Any components such as columns, ceiling grid, braces that are necessary to the aspects of strength and rigidity for the system being offered must be included in the Firm Lot Price. These components shall not be considered as extras to the Contract.
3. Any components and services not covered or mentioned herein, but obviously necessary to the completion of a fully operational exhibit are to be identified separately in the Contractor's Technical Proposal and included in the Financial Proposal.

**Prices shall not appear in any area of the proposal except in the Financial Proposal.**

## **6.0 CERTIFICATION REQUIREMENTS**

In order to be awarded a contract, the certifications attached in **Appendix E** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to

comply with the request of the Contracting Authority and meet the requirement within that time frame period will render the proposal non-responsive.

Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada. The Contracting Authority shall have the right to ask for additional information to verify that the Bidder is compliant with the applicable certifications before and after award of a contract. Any certification made by the Bidder that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the Contracting Authority for additional request of the Contracting Authority for additional information, will render the bid non-responsive.

## **7.0 EVALUATION PROCEDURES**

- 7.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria specified in **Appendix D**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying Statement of Work (**Appendix B**).
- 7.2 An evaluation team composed of representatives of the Department of Agriculture and Agri-Food Canada will evaluate the Proposals on behalf of Canada.
- 7.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:
- a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
  - b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
  - c) request, before award of any contract, specific information with respect to bidders' legal status;
  - d) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
  - e) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

## **8.0 REQUESTS FOR PROPOSAL AMENDMENT(S)**

- 8.1 Any modifications to this RFP will be made through an amendment which will be posted publicly via GETS ([buyandsell.gc.ca](http://buyandsell.gc.ca)).

## **PART 3: RESULTING CONTRACT TERMS AND CONDITIONS**

Upon a Contract being awarded pursuant to RFP #01B68-22-0051, the following Terms and Conditions shall form part of the Resulting Contract:

## **1.0 GENERAL CONDITIONS**

- 1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

## **2.0 REQUIREMENT**

- 2.1 The contractor will provide the services identified in Appendix B, Statement of Work.
- 2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

## **3.0 SECURITY REQUIREMENT**

There is no Security component associated with this requirement.

## **4.0 CONTRACT PERIOD**

- 4.1 AAFC is currently seeking a Contract for GULFOOD 2023 (February 20 to 24, 2023) only. The contract period will run from the date of contract award until July 1, 2023.
- 4.2 AAFC holds the option to extend the Contract to cover GULFOOD 2024, 2025 and 2026 as indicated in Option to Extend Contract.

## **5.0 OPTION TO EXTEND CONTRACT**

- 5.1 The Contractor grants to the Crown an irrevocable right to extend this Contract and engage the Contractor's services to cover GULFOOD 2024, 2025 and 2026 under the same terms and conditions as those set out herein. Canada may exercise this option at any time by sending a notice to the Contractor. This notice shall include the work requirements at that time, location of event and space allocation.
- 5.2 The maximum expenditure for the option periods, GULFOOD 2024, 2025 and 2026 shall not exceed **\$334,000.00 CAD** for each option period, all deliverables Freight On Board (FOB) job site, and inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. This limitation may be increased at the discretion of AAFC if it is determined that additional funds are available and AAFC wishes to make enhancements to the Statement of Work, OR if AAFC accepts that additional funds are required for new/unforeseen costs related to the successful delivery of the Contract that place an unfair burden on the Contractor during option periods. AAFC reserves

the right to enter into negotiations with the Contractor to amend the Contract to provide for these changes.

- 5.3 Prior to exercising the option, the Contracting Authority will provide the Contractor with the work requirements and related items herein, location of the event and space allocation. Upon receipt of this information, the Contractor shall provide to the Contracting Authority, within five (5) calendar days, a financial proposal. The Firm Lot Price MUST be in Canadian Currency, all deliverables FOB job site, and inclusive of any customs duty, all applicable taxes, and associated cost for travel and out of pocket expenses. Upon receipt of the financial proposal, Canada will determine, at its sole discretion, whether to exercise the option period
- 5.4 The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written Contract amendment.

## **6.0 CONTRACTING AUTHORITY**

- 6.1 The Contracting Authority is:

Name: Rhonda DiMarco  
Title: Senior Contracting Specialist  
Professional Services Contracting Unit,  
Agriculture and Agri-Food Canada  
1341 Baseline Road, Ottawa, ON K1A 0C5  
Tel: 819-665-5568  
E-mail: rhonda.dimarco@agr.gc.ca

- 6.2 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

## **7.0 PROJECT AUTHORITY**

- 7.1 The Project Authority for the Contract is:

*The contact information for the Project Authority will be provided at time of contract award.*

- 7.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;



2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the Statement of Work and;
4. Review and approve all invoices submitted.

## **8.0 CONTRACTOR REPRESENTATIVE**

8.1 The Contractor Representative for the Contract is:

*The contact information for the Contractor Representative will be provided at time of contract award.*

8.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## **9.0 PRIORITY OF DOCUMENTS**

9.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The Statement of Work, Appendix B hereof;
3. The General Conditions, Appendix A hereof;
4. Basis of Payment, Appendix C hereof;
5. Certification Requirements, Appendix E

6. Request for Proposal number **01B68-22-0051**;
7. Contractor's Proposal dated (*to be inserted at contract award*).

## **10.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

In this section of the RFP,

- 10.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.
- 10.2 Agriculture and Agri-Food Canada has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

**Pursuant to 6.5 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts**, Canada has opted to own the intellectual property rights in any Material subject to copyright that is created or developed as part of the Work, with the exception of computer software or any documentation pertaining to such software.

## **11.0 REPLACEMENT OF PERSONNEL**

- 11.1 The Contractor will provide the services of the personnel named in the Contractor's Proposal to perform the Work, unless the Contractor is unable to do so for reasons which are beyond its control.
- 11.2 Should the Contractor at any time be unable to provide their services, the Contractor will contact the Project Authority immediately. In such case, the Contractor is responsible to provide replacement Contractor or personnel who shall be of similar skills and experience as stated in **the Appendix D, Evaluation Procedures and Criteria**.
- 11.3 The Contractor shall propose replacement personnel for the Project Authorities review within 5 working days (resume and references). The Contractor shall submit, in writing, to the Project Authority the reasons for the removal of personnel from the Work; the name of the proposed replacement person(s); and the qualifications and experience of the proposed replacement person(s). The Project Authority reserves the right to interview any personnel proposed to be assigned to the Work.
- 11.4 Personnel assigned pursuant to the requirements will be capable of performing the Work at a reasonable level of competence. Should any assigned personnel be deemed unsuitable by the Project Authority the Contractor shall provide an immediate replacement of suitable ability that is acceptable to the Project Authority.

- 11.5 The Contractor shall supply competent back-up personnel so that in the event of unforeseen sickness, accident, or any cause which renders a specific individual unavailable, such individuals can be replaced within five (5) working days by a person of like abilities and qualifications.
- 11.6 The resources assigned for the Contract will be measured regularly for quality of services rendered. The measurement will be based on the quality and timeliness of the deliverables specified in the Statement of Work. In the event that quality and deliverables are not produced as and when requested, in any given month, the Crown has the right to request that the Contractor replace the assigned resources immediately, in accordance with Contract clauses included in or referenced in the RFP #01B68-22-0051.
- 11.7 In no event shall the Contractor allow performance of the Work by unauthorized and/or unqualified personnel, whether initially named resources or replacement personnel. In addition, acceptance of any replacements by the Project Authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the Contract.

## **12.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

This section is intentionally left blank.

## **13.0 DAMAGE TO OR LOSS OF CROWN PROPERTY**

- 13.1 The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

## **14.0 BASIS OF PAYMENT**

- 14.1 For the services provided, Agriculture and Agri-Food Canada will pay the Contractor in accordance with the Method of Payment below, and the attached Appendix C (Basis of Payment) for Work performed pursuant to the Contract.
- 14.2 Limitation of Expenditure

The financial limits for the initial contract (GULFOOD 2023) shall not exceed **\$334,000.00** Canadian currency, inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. The Contractor acknowledges that the maximum funding limitation for each of the three (3) option periods (GULFOOD 2024, 2025 & 2026) is **\$334,000.00**, inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. The Contractor acknowledges that AAFC shall in its sole discretion determine the allocation of the budget for the option(s).

- 14.3 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (a) when it is 75 percent committed, or
  - (b) four (4) months before the Contract expiry date, or
  - (c) As soon as the Contractor considers that the contract funds provide are inadequate for the completion of the Work, whichever comes first.
- 14.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.
- 14.5 Inspection and Acceptance

All reports, deliverables, documents, goods and all services rendered under this Contract will be subject to inspection by the Project Authority or his/her designated representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Project Authority, as submitted, the Project Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of Work performed pursuant to this Contract will be undertaken by official correspondence through the Contracting Authority.

## 15.0 DIRECT DEPOSIT

The Contractor agrees to receive payment through direct deposit to a financial institution.

Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act (R.S.C., 1985, c. A-1)*.

Additional information is available at:

[www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html](http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html)

## **16.0 METHOD OF PAYMENT**

- 16.1 The payment shall be made in one lump sum as a Firm Lot Price (inclusive of any Customs duty, all applicable taxes, associated travel and out of pocket expenses) for all the authorized components (design, management, installation, dismantling, rentals and all specified services including floor covering, structure, utilities, furniture, equipment, graphic production, installation of materials supplied by AAFC if any). Also including components that are not shown on the drawings but nevertheless necessary to the aspects of strength and rigidity for the system, following the completion of all the Work and upon submission of an invoice containing information specified in Article 17.0, Invoicing Instructions, herein.
- 16.2 If payment for last-minute design changes and additional fixtures authorized on site by the Project Authority is required, the invoice will clearly identify the services rendered, order number and supported by the signed copy of the order form.
- 16.3 Payments are subject to the satisfaction and acceptance of the Work by the Project Authority.
- 16.4 Payment by Canada to the Contractor for the Work shall be made as specified in the attached Appendix A (General Conditions.)

## **17.0 INVOICING INSTRUCTIONS**

- 17.1 Payment will only be made pursuant to the general conditions specified in Appendix A of this RFP and upon submission of a satisfactory invoice duly supported by specified release documents and other documents called for under the Contract.
- 17.2 In addition to Appendix A, Article 17, invoices must be submitted on the Contractor's own invoice form and must be prepared to show:
- a) the date;
  - b) the invoice number;
  - c) name and address of the contractor;
  - d) name and address of Agriculture and Agri-Food Canada;
  - e) item/reference number, deliverable and/or description of work;
  - f) contract number;
  - g) period in which services were rendered;
  - h) the amount invoiced (exclusive of the appropriate taxes) with the amount of the appropriate taxes shown separately.
- 17.3 One (1) original of the invoice together with attachments, shall be forwarded to the Project Authority at the address noted in Article 6.0 hereof.

## **18.0 MANDATORY CERTIFICATIONS**

- 18.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.
- 19.0 NON-PERMANENT RESIDENT** *(the non-applicable clause will be deleted at contract award)*
- 19.1 **(CANADIAN CONTRACTOR)**  
The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.
- 19.2 **(FOREIGN CONTRACTOR)**  
The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.
- 20.0 INSURANCE REQUIREMENTS**
- 20.1 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.

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC1. INTERPRETATION**

- 1.1 In the contract,
- 1.1 "Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;
  - 1.2 "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada; "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;
  - 1.3 "Minister" means the Minister of Agriculture and Agri-Food Canada or anyone authorized;
  
  - 1.4 "Party" means Canada, the Contractor, or any other signatory to the contract and "Parties" means all of them;
  
  - 1.5 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

**GC2. Powers of Canada**

All rights, remedies and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

**GC3. General Conditions**

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.

**GC4. Conduct of the Work**

- 4.1 The Contractor represents and warrants that:
- (a) It is competent to perform the Work;
  
  - (b) It has the necessary qualifications, including knowledge, skill and experience, to perform the Work, together with the ability to use those qualifications effectively for that purpose; and
  
  - (c) It has the necessary personnel and resources to perform the Work.

- 4.2 Except for government property specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labor and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- 4.3 The Contractor shall:
- (a) Carry out the Work in a diligent and efficient manner;
  - (b) Apply as a minimum, such quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
  - (c) Ensure that the Work:
    - (1) is of proper quality, material and workmanship;
    - (2) Is in full conformity with the Statement of Work; and
    - (3) Meets all other requirements of the Contract.
- 4.4 Notwithstanding acceptance of the Work or any part thereof, the Contractor warrants that the Work shall be of such quality as to clearly demonstrate that the Contractor has performed the Work in accordance with the undertaking in subsection 4.3.

#### **GC5. Inspection and Acceptance**

- 5.1 The Work will be subject to inspection by Canada. Should any part of the Work whether it be a report, document, good or service not be in accordance with the Contract or not be done to the satisfaction of the Canada, as submitted, Canada will have the right to reject it or require its correction at the sole expense of the Contractor before making payment.
- 5.2 The Contractor will be in default of the Contract if the Work is rejected by Canada or if he fails to correct the Work within a reasonable delay.

#### **GC6. Amendments and Waivers**

- 6.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of Canada and of the Contractor.
- 6.2 While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the representatives of Canada, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection 6.1.
- 6.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.



- 6.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed to be a waiver of any subsequent breach.

**GC7. Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

**GC8. Excusable delay**

- 8.1 Any delay by the Contractor in performing the Contractor's obligations under the Contract which occurs without any fault or neglect on the part of the Contractor its subcontractors, agents or employees or is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay.
- 8.2 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Minister, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and Endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 8.3 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that might have constituted an excusable delay shall be deemed not to be an excusable delay.
- 8.4 If an excusable delay has continued for thirty (30) days or more, Canada 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.
- 8.5 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any cost incurred by the contractor or any subcontractors or agents as a result of an excusable delay.
- 8.6 If the Contract is terminated under this section, Canada may require the Contractor to deliver to Canada, in the manner and to the extent directed by Canada, any completed parts of the Work not delivered and accepted before the termination and anything that the

Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:

- (a) The value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract price, including the proportionate part of the Contractor's profit or fee included in the Contract price; and
- (b) The cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

8.7 The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract price.

**GC9. Termination of convenience**

- 9.1 Notwithstanding anything in the Contract, the Minister may, by giving notice to the Contractor, terminate or suspend the Contract immediately with respect to all or any part or parts of the Work not completed.
- 9.2 All Work completed by the Contractor to the satisfaction of Canada before the giving of such notice shall be paid for by Canada in accordance with the provisions of the Contract and, for all Work not completed before the giving of such notice, Canada shall pay the Contractor's costs as determined under the provisions of the Contract in an amount representing a fair and reasonable fee in respect of such Work.
- 9.3 In addition to the amount which the Contractor shall be paid under section GC9.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the Work.
- 9.4 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Canada under the provisions of section GC9 except as expressly provided therein.
- 9.5 Upon termination of the Contract under section GC9.1, Canada may require the Contractor to deliver and transfer title to Canada, in the manner and to the extent directed by Canada, any finished Work which has not been delivered prior to such termination and any material, goods or Work-in-progress which the Contractor specifically acquired or produced for the fulfillment of the Contract.

**GC10. Termination due to Default of Contractor**

- 10.1 Canada may by notice to the Contractor, terminate the whole or any part of the Contract:

- a) If the Contractor fails to perform any of the Contractor's obligations under the Contract or in Canada's view, so fails to make progress so as to endanger performance of the Contract in accordance with its terms;
  - b) To the extent permitted under law, if the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of a statute relating to bankrupt or insolvent debtors.; or
  - c) If the Contractor makes a false declaration under GC 37 or GC 38 or fails to comply with the terms set out in GC 16.3 or GC 39.
- 10.2 Upon termination of the Contract under section GC10, the Contractor shall deliver to Canada any finished Work which has not been delivered and accepted prior to such termination, together with materials and Work-in-progress relating specifically to the Contract and all materials, texts and other documents supplied to the Contractor in relation to the Contract.
- 10.3 Subject to the deduction of any claim which Canada may have against the Contractor arising under the Contract or out of termination, payment will be made by Canada to the Contractor for the value of all finished Work delivered and accepted by Canada, such value to be determined in accordance with the rate(s) specified in the Contract, or, where no rate is specified, on a proportional basis.
- 10.4 If the contract is terminated pursuant to GC 10.1(c), in addition to any other remedies that may be available against the Contractor, the Contractor will immediately return any advance payments.

**GC11. Suspension of Work**

- 11.1 The Minister 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.

**GC12. Extension of Contract**

- 12.1 Where the Minister determines that additional work of the same nature as the Work described in this Contract is required, the Contractor shall do such work and where required the term of the Contract shall be extended accordingly and confirmed in writing between the parties.
- 12.2 Payment for the work described in subsection 1 shall be calculated and paid on the same basis as in section GC12 and where required prorated.
- 12.3 Where the Minister has determined that the Contractor shall be paid expenses related to the Work described in section GC12.1, the type of expenses and amounts shall be

confirmed in writing between the parties.

## **TERMS OF PAYMENT**

### **GC13. Method of Payment**

13.1 Payment in the case of progress payments:

- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the Contract; and
- b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

13.2 Payment in the case of payment on completion:

- a) Payment by Canada to the Contractor for the Work shall be made within thirty (30) days following the date on which the Work is completed or on which a claim for payment and substantiating documentation are received according to the terms of the Contract, whichever date is the later;
- b) If the Minister has any objection to the form of the claim for payment or the substantiating documentation, shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

### **GC14. Basis of Payment**

14.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Minister.

14.2 Travel and other expenses, where allowed by the Contract, shall be paid in accordance with Treasury Board Guidelines and Directives, certified by the Contractor as to the accuracy of such claim.

### **GC15. Interest on Overdue Accounts**

15.1 For the purposes of this clause:

- (a) "Average Rate" means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made;
- (b) "Bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (c) "Date of payment" means the date of the negotiable instrument drawn by the

Receiver General for Canada and given for payment of an amount due and payable;

(d) an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

(e) An amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

15.2 Canada shall be liable to pay to the Contractor simple interest at the Average Bank of Canada discount rate from the previous month plus 3 percent per annum on any amount that is overdue from the date such amount becomes overdue until the day prior to the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.

15.3 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.

15.4 Canada shall not be liable to pay interest on overdue advance payments.

**GC16. Records to be kept by Contractor**

16.1 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

16.2 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

16.3 Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six (6) years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

16.4 The amount claimed under the Contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts).

If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

#### **GC17. Invoice Submission**

- 17.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 17.2 Invoices must show:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - (c) deduction for holdback, if applicable;
  - (d) the extension of the totals, if applicable; and
  - (e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 17.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 17.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **GC18. Right of Set off**

Without restricting any right of set off given by law, the Minister may set off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set off, may be retained by Canada.

#### **GC19. Assignment**

- 19.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of Canada and an assignment made without that consent is void and of no effect.

- 19.2 An assignment of the Contract does not relieve the Contractor from any obligation under the Contract or impose any liability upon Canada.

**GC20. Subcontracting**

- 20.1 The Contractor must obtain the consent in writing of the Minister before subcontracting.
- 20.2 Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
- 20.3 In any subcontract, the Contractor will bind the subcontractor by the same conditions by which the contractor is bound under the Contract.

**GC21. Indemnification**

- 21.1 The Contractor shall indemnify and save harmless Canada from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants, subcontractors or agents in performing the Work or as a result of the Work.
- 21.2 The Contractor's liability to indemnify or reimburse Canada under the Contract shall not affect or prejudice Canada from exercising any other rights under law.

**GC22. Confidentiality**

The Contractor shall treat as confidential, during as well as after performance of the Work, any information to which the Contractor becomes privy as a result of acting under the Contract. The Contractor shall use its best efforts to ensure that its servants, employees, agents, subcontractors or assigned observe the same standards of confidentiality.

**GC23. Indemnification - Copyright**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the infringement or alleged infringement of any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

**GC24. Indemnification - Inventions, etc.**

The Contractor shall indemnify Canada from and against all costs, charges, expenses, claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design resulting from the performance of the Contractor's obligations under the Contract, and in

respect of the use of or disposal by Canada of anything furnished pursuant to the Contract.

#### **GC25. Ownership of Copyright**

25.1 Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année).

25.2 At the request of the Minister, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Minister may require a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's Moral Rights.

#### **GC26. Taxes**

26.1 Municipal Taxes

Municipal Taxes do not apply.

26.2 Federal government departments and agencies are required to pay Applicable Taxes.

26.3 Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

26.4 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

26.5 In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.

26.6 Tax Withholding of 15 Percent



Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident, unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### **GC27. International Sanctions**

- 27.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

- 27.2 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 27.3 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section GC9.

#### **GC28. T1204 Government Service Contract Payment**

- 28.1 Pursuant to regulations made pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to Contractors under applicable services Contracts (including Contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payment. To enable client departments and agencies to comply with this requirement, Contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

#### **GC29. Successors and Assigns**

The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns as the case may be.

#### **GC30. 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, the Conflict of Interest Code for Members of the House of Commons, any applicable federal values and ethics code or any applicable federal policy on conflict of interest and post-employment shall not derive any direct benefit resulting from the Contract unless the provision or receipt of such benefit is in compliance with such legislation and codes.

**GC31. No Bribe**

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entering into the Contract or the administration of the Contract.

**GC32. Errors**

Notwithstanding any other provision contained in this Contract, no amount shall be paid to the Contractor based on the cost of Work incurred to remedy errors or omissions for which the Contractor or his servants, agents or subcontractors are responsible, and such errors or omissions shall be remedied at the Contractor's cost, or, at the option of Canada, the Contract may be terminated and in that event the Contractor shall receive payment only as determined under section GC10.

**GC33. Performance**

The failure of Canada to require performance by the Contractor of any provision of this Contract shall not affect the right of Canada thereafter to enforce such provision, nor shall the waiver by Canada of any breach of any term of the Contract be taken or held to be a waiver of any further breach of the same or any other term or condition.

**GC34. Gender**

Whenever the singular or masculine is used throughout this Contract, it shall be construed as including the plural, feminine, or both whenever the context and/or the parties hereto so require.

**GC35. Survival**

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as any other 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.

**GC36. 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.

**GC37. Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the

Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

**GC38. Integrity Provisions**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives (2016-04-04) are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

**GC39. Public Disclosure**

- 39.1 The Contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information - other than information described in any of paragraphs 20 (1)(a) to (d) of the *Access to Information Act* - relating to the contract.
- 39.2 The contractor consents, in the case of a contract with a former public servant in receipt of a Public Servant Superannuation (PSSA) pension, that the contractor'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 described in 39.1.

**GC40. Notice**

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Minister.

**GC41. Accuracy**

The Contractor represents and warrants that the information submitted with its bid is accurate and complete. The Contractor acknowledges that the Minister has relied upon such information in entering into this Contract. This information may be verified in such manner as the Minister may reasonably require.

**GC42. Dispute Resolution Services**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

**GC43. Contract Administration**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

**GC44. Entire Agreement**

The Contract constitutes the entire agreement between the Parties relative to the subject procurement 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 relative to the subject procurement binding on the Parties other than those contained in the Contract.

**GC45. Compliance With On-Site Measures, Standing Orders, Policies, And Rules**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

**GC46. 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.

**APPENDIX “B”**  
**STATEMENT OF WORK**

**GULFOOD**  
**Dubai, United Arab Emirates (UAE)**  
**2023, 2024, 2025, 2026**

**1.0 REQUIREMENTS**

- 1.1 Agriculture & Agri-Food Canada (AAFC), is seeking proposals for Pavilion Design and Fabrication services at GULFOOD 2023.

AAFC is organizing the Canada Pavilion at GULFOOD 2023, which will be held at the Dubai World Trade Center, in Dubai, UAE from February 20 to 24, 2023. The Canada Pavilion will incorporate displays from a number of Canadian agri-food companies, associations, and federal/provincial departments.

GULFOOD is the world's largest annual food and hospitality show. Held in Dubai, UAE, the show attracts approximately 5,000 exhibitors participating from over 195 countries and 100,000 professional visitors.

In order to ensure the prosperity of the sector, the Canadian agri-business community needs to successfully compete and adapt to the changing needs of domestic and international markets. AAFC's Canada Pavilion Program provides Canadian food exporters with the opportunity to enhance the exposure of their products against international competition by differentiating their products through the use of branding tools and attributes. The Canadian presence at international trade shows, through the Canada Pavilion Program, should highlight the following key Canada Brand attributes: quality, innovation, sustainability, diversity, and food.

Bids **must** include the following:

1. **Executive Summary:** A brief overview of the proposed plan, expectations, and understanding of the project.
2. **Design Concept:** Canada's "Brand" is well defined (see Appendix I), as such design proposals for a Canada Pavilion must take full advantage of Canada's international reputation. The bid will include a design layout for a 624 square metre (sq. m) Canada Pavilion spread across three halls. One (1) 23m x 6m stand (138 sq. m), one (1) 28m x 6m stand (168 sq. m) and one (1) 8m x 6m second level (double decker) structure (48 sq. m) in the Pulses Hall, Grains and Cereals Hall, one (1) 29m x 6m stand (174 sq. m) in the World Food Hall, and one (1) 12m x 8m stand (96 sq. m) in the Dairy/Meat Hall.

The design must be distinctly Canadian and stand out from other countries/competitors on the show floor. The design will take advantage of

Canada Brand attributes while addressing the target audience's perception of what is distinctly Canadian.

The design must allow for a combination of enclosed and open concept booth layouts to accommodate the needs of both individual companies as well as larger group exhibitors. The design and layout of the pavilion should be flexible to accommodate changes from year-to-year. The design should include sustainable materials that can be reused throughout the duration of the contract.

- 3. Project Management for Services:** Provide a detailed description of the approach, resources for each service and detailed, comprehensive timelines including milestones for planning and interactions with Show Authority, AAFC and exhibitors as well as fabrication and delivery schedule.
- 4. Contingency Plan:** Describe any major challenges, constraints or unexpected situations and/or major difficulties that may arise during the course of the project including staffing issues and provide proposed solutions and approaches to address these.
- 5. Summary/Recommendation:** Provide any additional information and/or recommendations that are essential to the project.

- 1.2 With the exception of certain basic site requirements that must be provided or ordered separately, the Contractor will provide a complete turnkey package that includes all goods and services to be detailed in the tender drawings and the specifications described herein (Statement of Work).
- 1.3 Any components and services not covered or mentioned herein, but obviously necessary to the completion of a fully operational exhibit are to be identified separately in the Contractor's Technical proposal and included in the Financial Proposal.
- 1.4 In the case of conflict or discrepancies between the Statement of Work and the referenced set of tender drawings provided, the specifications given in the Statement of Work shall prevail.

## **2.0 CONTRACT DURATION**

- 2.1 AAFC is currently seeking a Contract for GULFOOD 2023 (February 20 to 24, 2023) only. The contract period will run from the date of contract award until July 1, 2023.
- 2.2 AAFC holds the option to extend the Contract to cover GULFOOD 2024, 2025 and 2026 as indicated in Option to Extend Contract.

## **3.0 OPTION TO EXTEND CONTRACT**

- 3.1 The Contractor grants to the Crown an irrevocable right to extend this Contract and engage the Contractor's services to cover GULFOOD 2024, GULFOOD 2025 and

GULFOOD 2026 under the same terms and conditions as those set out herein. Canada may exercise this option at any time by sending a notice to the Contractor. This notice shall include the work requirements at that time, location of event and space allocation.

- 3.2 The maximum expenditure for the option periods, GULFOOD 2024, 2025, and 2026 shall not exceed **\$334,000.00 CAD** for each option period, all deliverables Freight On Board (FOB) job site, and inclusive of any Customs duty, all applicable taxes, associated cost for travel and out of pocket expenses. This limitation may be increased at the discretion of AAFC if it is determined that additional funds are available and AAFC wishes to make enhancements to the Statement of Work, OR if AAFC accepts that additional funds are required for new/unforeseen costs related to the successful delivery of the Contract that place an unfair burden on the Contractor during option periods. AAFC reserves the right to enter into negotiations with the Contractor to amend the Contract to provide for these changes.
- 3.3 Prior to exercising the option, the Contracting Authority will provide the Contractor with the work requirements and related items herein, location of the event and space allocation. Upon receipt of this information, the Contractor shall provide to the Contracting Authority, within five (5) calendar days, a financial proposal. The Firm Lot Price MUST be in Canadian Currency, all deliverables FOB job site, and inclusive of any customs duty, all applicable taxes, and associated cost for travel and out of pocket expenses. Upon receipt of the financial proposal, Canada will determine, at its sole discretion, whether to exercise the option period
- 3.4 The option may only be exercised by the Contracting Authority, and will be evidenced for administration purposes only, through a written Contract amendment.

#### **4.0 CHANGES**

- 4.1 Except as noted hereunder or unless otherwise specifically provided in the Contract, the specifications for this requirement and the conditions under which supply is to be made or services rendered shall not be modified, changed, altered or amended (including increases or decreases in the Statement of Work and/or Firm Lot Price) by anyone, without written instructions from the Contracting Authority.
- 4.2 Last-minute design changes may be authorized by the Project Authority by signing immediately a separate order form issued by the on-site supervisor. The on-site supervisor will provide a copy of the signed order form to the Project Authority and to the Contracting Authority.
- 4.3 The Contractor shall not accept directly from the individual exhibit participants any orders for extra Work to be applied to the Contract. Such extras shall be invoiced directly to the individual exhibit participants requesting the work.
- 4.4 Failure to comply with the above instructions may result in a delay of payment to the Contractor.

## 5.0 SPECIFIC GOODS AND SERVICES PROVIDED BY THE CONTRACTOR

The following goods and services shall be provided and performed by the Contractor as stated in the terms and conditions hereunder.

A complete list of required materials and services are outlined in the following sections:

### 5.1 EXHIBIT MANAGEMENT SERVICES

The Contractor shall assign a Project Manager to provide continuity for the duration of the Contract and to develop a team management philosophy and working arrangements with AAFC, the Show Authority, and the Canadian exhibitors participating under our pavilion at this trade fair event. The Project Manager would be responsible for the following activities:

1. Attend meetings and/or teleconference calls with AAFC and other organizations as required;
2. Provide detailed financial reports to the Project Authority;
3. Fulfill all the requirements from the Canadian exhibitors under the Pavilion;
4. Organize and pay for all needed site services as directed by the Project Authority;
5. Act as liaison with the Show Authority;
6. Prepare all travel arrangements and assume the cost of travel for their on-site team; and
7. Ensure the delivery of services by sub-contractors.

### 5.2 DESIGN

The Contractor will need to provide a design(s) with suggested furnishings (including details and quantities) for a 624 square metre (sq. m) Canada Pavilion that is consistent in branding (using the key Canada Brand attributes: quality, innovation, sustainability, diversity, and food) and addresses the following space requirements:

<b><u>Hall</u></b>	<b><u>Stand No.</u></b>	<b><u>Dimensions</u></b>	<b><u>Size</u></b>
Pulses/Grains/Cereals (Zone 1)	Z4-G4	28m x 6m	168 sq. m.
Pulses/Grains/Cereals (Zone 2)	Z4-G34	11m x 6m	66 sq. m.
Pulses/Grains/Cereals (Zone 3)	Z4-G56	12m x 6m	72 sq. m.
Pulses/Grains/Cereals - Second Level (Zone 4)	Z4-G34	8m x 6m	48 sq. m.
Dairy/Meat (Zone 5)	F2-20	12m x 8m	96 sq. m.
World Food (Zone 6)	S2-E4	29m x 6m	174 sq. m.
<b>TOTAL</b>			<b>624 sq. m.</b>



**Note:** Zone 4 is a Second Level (Double Decker) structure. This zone must be included in the bid proposal. Pricing for the second level must be created using the formula detailed in Section 5.10.

The Contractor is responsible to draft a complete set of design drawings incorporating all the requirements as detailed in the Statement of Work. The Contractor can submit more than one design proposal. Design drawings should include (but are not limited to) the following elements:

- Drawings must clearly reflect the following attributes: quality, innovation, sustainability, diversity and food;
- The drawings must clearly show the use of the Canada Brand graphic elements and iconic images of Canada (see Appendix I);
- Design must address the needs of the exhibitors while addressing the needs of the Show's target audience;
- Design must be wheelchair accessible (temporary/removable ramp) to allow access to booths and/or common areas in all zones;
- Design must allow for a combination of enclosed and open concept booth layouts to accommodate the needs of both individual companies as well as larger group exhibitors;
- Design should demonstrate the unique use of sustainable materials that can be reused over the course of the contract;
- A preliminary floor plan as per the space allocated and required furnishings; and
- The drawings must adhere to Show Authority requirements which include but are not limited to maximum permissible stand height (including signs, towers and banners), service connections (hot and/cold water, waste, and electricity) and health and fire regulations.

The following elements must be included in the Pavilion Design:

ITEM	DESCRIPTION
Pavilion design drawing/concepts	<p>Provide design drawing concept(s) that meet AAFC attributes of quality, innovation, sustainability, diversity, and food with a focus on the audience attending the Show.</p> <p>Approximately 624 sq. m Canada Pavilion (located across three halls and including a second level/double decker space).</p>
Floor plan	Provide a preliminary floor plan for AAFC as per space allocated.

Canada Brand graphics and iconic images of Canada	Incorporate AAFC's standard brand graphics and incorporate iconic symbol(s) of Canada (see Appendix I).
Tender drawings	Provide detailed tender drawings to submit to Show Authority for pavilion approval that includes structure and materials. Drawings to include all site services as noted in sections 5.6.1, 5.6.2, and 5.6.3.
3D renderings	Provide 3D renderings of all zones/halls including exhibitor booths, common areas including exhibitor lounge(s), information booth, meeting room/space(s), telecommunications area, storage (if applicable), and private exhibitor lounge (with staircase).
Height, tower, banners, services, health and safety	Provide the maximum permissible stand height (including signs, towers and banners), service connections (hot and/or cold water, waste, and electricity), and adhere to health and safety regulations.
Design consultation	Consult and liaise with AAFC on any changes after the Contract has been awarded for all zones/halls including exhibitor booths, common areas including exhibitor lounge(s), information booth, meeting room/space(s), telecommunications area, storage (if applicable), and private exhibitor lounge (with staircase).
Exhibitor booth space	<p>Open/enclosed space for approximately 53 exhibitors (comprised of 7.5 sq. m, 9 sq. m, 12 sq. m and 66 sq. m. booths or a combination of these booth sizes) that include the following furnishings per booth space:</p> <p>1 x backlit company signage (with company name, company logo and booth number), 1 x backlit front counter (with company logo and lockable with storage), 1 x backlit panel graphic (100cm wide x 300cm high), 1 x glass tower showcase (lighted), 1 x bar stool, 1 x meeting table with two (2) chairs, 2 x spot lights or similar improved lights, 1 x wastebasket and garbage bags, basic electricity (two connections per booth) and wireless internet services (two connections per booth).</p> <p>Corner booth locations will require two company signage panels. Exhibitors purchasing more than one booth will still receive the number of furnishings allocated per booth space. For example, if two 7.5 sq. m booths are purchased and combined into one larger space, two sets of furnishings must be included in the booth.</p>

	<p>Note: The 66 sq. m booth furnishings will include six (6) times the quantities of a standard booth: 6 x backlit company signages (with company name, company logo and booth number), 6 x backlit front counters (with logo and lockable with storage), 6 x backlit panel graphics (100cm wide x 300cm high), 6 x glass tower showcases (lighted), 6 x bar stools, 6 x meeting tables with 12 chairs, 12 x spot lights or similar improved lights, 6 x wastebaskets and garbage bags, basic electricity (12 outlets per booth) and wireless internet services (12 connections per booth).</p> <p>See Section 5.9 for details and quantities.</p> <p><b>Total of approximately 540 sq. m.</b> See Appendix F for draft floor plan.</p>
<p>Common area space (exhibitor lounge/information booth/meeting space/storage space/telecommunications area)</p>	<p>Information booth: Backlit company signage with logo, backlit front lockable counter (with logo and storage), one meeting table, two chairs, two bar stools, two spot lights or similar improved lights, wastebasket and garbage bags, basic electricity, wireless internet services (two connections), and graphics including map of Canada and exhibitor floor plan.</p> <p>Exhibitor lounge/meeting space: Large lockable service counter/bar, electrical and water supply, sink, fridge, coffee makers, tea kettle, water cooler (hot &amp; cold water), other equipment rental required, and daily lounge supplies (ie. refreshments). Canada Brand graphics to be featured as follows: four (4) wall mounted graphics, two (2) pull up banners (85cm wide x 220cm high, able to be moved around the space), and one (1) large logo wall graphic.</p> <p>The production of a lead book is required as a lounge supply. The lead book is a bound, 60 page, full colour booklet (size of each page is 8.5"x11") in which exhibitors track leads. The booklets will need to be printed and placed in the Exhibitor Lounge to be distributed to pavilion exhibitors. The electronic file will be supplied by AAFC. Total quantity is detailed in Section 5.8.</p> <p>Meeting space (open area) with three meeting tables and six chairs.</p> <p>Storage area with shelving.</p>

	<p>See Sections 5.8 and 5.9 for details and quantities.</p> <p>Telecommunications area with hi-speed wireless internet lines (network hub acceptable) including routers , and a Wi-Fi-enabled printer with paper and toner (see Section 5.6.3 for details).</p> <p><b>Total of approximately 36 sq. m.</b> Located in Zone 3: Z4-G56. See Appendix F for draft floor plan.</p>
<p>2<sup>nd</sup> Level Private exhibitor lounge /meeting space/staircase</p>	<p>Meeting space (open area) with tables and chairs, exhibit graphics where required.</p> <p>Private staircase. Safety barrier to surround the space.</p> <p>Details and quantities are provided in Section 5.9.</p> <p><b>Total of approximately 48 sq. m</b> (includes 9 sq. m for staircase). Located in Zone 4: Z4-G34. See Appendix F for draft floor plan.</p>
<p>Flooring</p>	<p>The Contractor shall supply on a rental basis, install and later remove all raised flooring to fit 624 sq. m Canada Pavilion.</p> <p>Multiple colours can be proposed for flooring but if carpet is used on the raised floor, red carpet colour should be Canada Red Pantone P 49-8 C (refer to Appendix I for colour codes provided for Canada brand red colour to be used). Floor covering in the exhibitor lounge space must be either laminate or hardwood flooring.</p> <p>A temporary/removable ramp must be available <b>in all zones</b> prior and during the show for exhibitors and/or visitors to provide wheelchair accessibility.</p> <p>See Section 5.5 for details.</p>

### 5.3 SYSTEM AND EXHIBIT STRUCTURE & GRAPHICS

The Contractor shall design and provide on a rental basis, install and later remove an exhibit structure in accordance with Show regulations.

It is **mandatory** that the system/structure be suitable to accommodate the Canada Brand graphic components as follows:

- Landscape scenes
- Food images
- Canada Brand logo
- Canada Brand tagline “Quality is in our Nature”
- Iconic Canada images and symbols

The Contractor shall provide, mount, install, apply and subsequently remove, dismantle all graphic materials/components in accordance with the design drawings and ensure illumination where required.

The Contractor shall provide all materials i.e. Velcro, etc. required for mounting of graphic panels and/or lightweight display items to facilitate the customization of Canadian exhibitor’s set-up for their booth.

The Contractor shall assume all costs and responsibility for the reclaiming and restoration of all panels and surface finishes upon completion of the event.

The Contractor will be responsible for the structural strength and rigidity of the pavilion. Any items such as columns, ceiling grid, braces that are necessary to the aspects of strength and rigidity for the system being offered must be included in the financial proposal and shall not be considered as extras to the Contract.

If infill panels are used, they must be of a uniform material base and of a uniform colour and any fabricated items such as shelving, counters, bar units may be formed from and/or integrated into the actual structural configuration. All doors, counters, fridges, and showcases within the core area of the Pavilion must be lockable with five (5) master keys, every lock in the exhibitor booths space **must be unique** and have three (3) sets of identifiable keys with five (5) master keys.

#### **5.4 FABRICATION, ERECTION, INSTALLATION, DISMANTLE AND CLEANING**

5.4.1 The Contractor shall supply on a rental basis, install, position, clean and later remove all furniture, furnishings, appliances, electrical, lighting, electronics/audio visual, graphics, exhibitory components and accessories.

The Contractor is to supply, and have available on location, additional items (approximately 10% extra) where indicated by an \* (refer to item 5.9 – Furniture Rental). This would assure a consistency of look and price and avoid overcharges on last minute requests. To be invoiced to AAFC or exhibitors if required and used.

Any damaged equipment or furnishings shall be ***replaced immediately*** with the same item or better.

**The type, brand and colour of all approved items are required. Substitutions will not be accepted without AAFC approval. Any item replaced at the last minute will**

**be deemed free of charge and the entire amount of items replaced will be deducted from the Contract.**

**The Contractor shall assume all costs and responsibility for the reclaiming and restoration of all panels and surface finishes upon completion of the event in case AAFC exercises the option to renew the Contract for GULFOOD 2024, 2025 and 2026.**

**Elements to be included in the Firm Lot Price must include coordination and supervision (during fabrication, erection, installation, dismantle & cleaning), communication with Show Authority, obtain official design approvals, managing security and fire inspections, ordering and paying for technical services such as electricity, plumbing/water, internet, cleaning and onsite assistance with electrician, IT specialist, waste removal, assisting exhibitors, etc.**

The Pavilion areas will be available for the commencement of work and dismantling and removal in accordance with the timetable established by the Show Authority. Dismantling of the stands and all exhibits must commence after the end of the event on February 24, 2023 and must be completed with the timetable established by the Show Authority.

Working hours for delivery of exhibits and installation of exhibition facilities shall be in accordance with the rules and regulations of the Show. If an extension becomes necessary, the Contractor must apply for permission to the hall office of the Show Authority as per Show regulations. Costs for special permits, including requests for early move-in access (if required), **must be included in the Firm Lot Price**. The Contractor shall provide and deliver a completely operational exhibit pavilion **36 hours prior to the official opening of the event** to the satisfaction of the Project Authority in accordance with the standards detailed in the written specifications herein.

#### **5.4.2 The term "completely operational" implies:**

- The Contractor shall provide on a rental basis, install and later remove an exhibit structure in accordance with the approved plans and elevations;
- Initial cleaning of all components, Pavilion areas, etc. are completed prior to the Show opening;
- All touch-ups, re-touching and final fittings are terminated;
- All core and demo areas/lounge/offices/meeting rooms/spaces and participants' booth areas are neat and orderly;
- All furniture, floor coverings, supplies and exhibit participants products are neatly arranged and in their proper places;
- All equipment/appliances are fully-operational and in place; and
- All graphics, panels, etc., are installed as detailed in the tender drawings.

**5.4.3 All electrical circuits and equipment shall be fully operational a minimum of 36 hours prior to the official opening of the event.**

#### 5.4.4 Dismantling and Clearing of Site

Personnel must be available for takedown in accordance with the timetable established by the Show Authority.

Upon completion of the event, the entire areas of the Pavilion shall be completely cleared and left in a tidy, clean condition in accordance with the timetable and regulations established by the Show Authority. The dismantling of government materials is priority and must begin as soon as the Show ends. The Contractor is responsible to obtain all empties in a timely manner to begin takedown.

### 5.5 FLOOR COVERING

The Contractor shall supply on a rental basis, install and later remove all raised flooring to fit up to 624 sq. m. Multiple colours can be proposed for flooring but if carpet is used on the raised floor, red carpet colour should be Canada Red Pantone P 49-8 C (refer to Appendix I for colour codes provided for Canada brand red colour to be used). If carpet is used, the under padding must be a minimum of 1/2" thickness. The Contractor shall be responsible for all cuffing and fitting required. The floor edging must be aluminum extrusion or light grey plastic. All flooring material must be **new in appearance and show no signs of previous use.**

A temporary/removable ramp must be available **in all zones** prior and during the show for exhibitors and/or visitors to provide wheelchair accessibility.

Images/specifications of all flooring must accompany bid proposal. **Flooring must meet all fire codes.**

All floor coverings shall be covered with a protective vinyl or polyethylene film during installation.

### 5.6 SITE SERVICES

#### 5.6.1 LIGHTING AND ELECTRICAL

The Contractor shall supply on a rental basis (unless otherwise specified), install (be operational 36 hours prior to the opening of the event) and later remove the specific electrical supplies and services noted hereunder and as detailed in the tender design drawings provided:

- All electrical hook-ups to the main service;
- All necessary entry and fuse panels of sufficient amperage to provide all necessary lighting to the Pavilion and provide the specified number of electrical outlets. There should be two (2) electrical outlets containing two plugs in each booth for exhibitor's use;
- All wiring, power points, switches, lighting and fixtures required in the Pavilion/core and demo areas/lounge/meeting rooms/spaces including all necessary bulbs and an adequate supply of spares;

- Any special lighting, (e.g. spotlights, or theatrical lights) fixtures and/or outlets subsequently identified by the Project Authority;
- Lighting proposed in the design must address the existing lighting of the show venue/hall to ensure the interiors of the exhibit booths are sufficiently lighted for the duration of the show. Should accommodations need to be made year to year based on the hall location, this will be included in the Firm Lot Price;
- Connection of all lighting, appliances, equipment, showcases, electrically-operated exhibitor products/equipment, etc. as required and in compliance with the local regulations;
- Apply the necessary plugs or connectors to the wiring forming part of the exhibit elements;
- Ensure all equipment, hook-ups etc. shall be fully generated and operational a minimum of **36 hours prior to the official opening of the event or earlier if required**;
- The entire structure shall be grounded;
- No wiring should be visible; all wiring is to be hidden and not showing (showcases, counters, display counters, etc.); and
- Electrical work must be carried out by electricians qualified in accordance with local regulations. **The electrical Contractor is required to remain on-site at all times during the event in case of accidents and maintenance.** All electrical equipment must comply with Show and local regulations and standards. All other electrical regulations must be strictly adhered to.

**NOTE:** The Contractor is to supply and have available on location, additional lighting and electrical items (approximately 10% extra).

### 5.6.2 PLUMBING/WATER

The Contractor shall supply on a rental basis, install all the necessary electricity, plumbing, water and waste services from Show Authority (hot and cold water lines and waste connections for sinks to the main water hookups) by the Show Authority's deadlines. It is also the responsibility of the Contractor to ensure that all connections and services have been installed and hooked up to the main services and be operational 36 hours prior to the official opening of the Show.

The Contractor shall assist exhibitors in securing plumbing, water and waste services on an individual exhibitor basis as required.

**NOTE (5.6.1 and 5.6.2):**

The Contractor is responsible for ordering all the necessary electricity, plumbing, water and waste services from the Show Authority (hot and cold water lines and waste connections for sinks to the main water hookups) by the Show deadlines. It is also the responsibility of the Contractor to ensure that all connections and services have been installed and hooked up to the main services.

The Contractor is responsible for ensuring all power related equipment, plumbing and water services are working during the Show period. All costs associated with



consumption fees with the connection of electricity, plumbing, and water are to be included in the Firm Lot Price. No additional costs shall be levied for any usage.

### 5.6.3 INTERNET SERVICES

The Contractor shall supply on a rental basis, install (be operational 36 hours prior to the opening of the event) and later remove all such service and equipment. Contractor is responsible to supply Wi-Fi Internet connections to the systems and ensure its stability at all times during the Show. As the internet connection provided by the show organizers is often unreliable, alternative options such as multi connection pocket Wi-Fi docks with sim cards (Orange or WorldSim), or other similar options are to be explored for Wi-Fi service. All costs are to be included in the Firm Lot Price.

Additional details regarding IT requirements are as follows:

1. Printer – one (1) black and white laser printer with Wi-Fi capabilities – networked to the computer with wireless connection. Contractor is responsible to supply and replace the toner and paper as necessary.
2. Wi-Fi internet connection(s) – to be provided to the Pavilion in each zone/hall as follows:
  - a) Provide service for 53 exhibitor booths and 1 information booth;
  - b) Wi-Fi internet connection for two users for each booth (two passwords to be provided per booth) and AAFC staff, with the exception of the 66sqm booth which will receive connection for twelve (12) users;
  - c) Install the necessary Multi connection pocket Wi-Fi routers/internet hubs in each zone/hall;
  - d) Minimum connection speed of 25 MB/S uninterrupted at all times; and
  - e) On site technician/support as required.

**All costs are to be included in the Firm Lot Price.**

### 5.6.4 CLEANING AND WASTE DISPOSAL

The Contractor shall provide daily cleaning and the disposal of all waste as many times as required throughout the event of all pavilion areas for the duration of the event as well as during the fabrication, erection, dismantle and management of the pavilion. All costs should be included in the Firm Lot Price.

Upon completion of the event, the clearing of the site shall be to the satisfaction of the show management/Show Authority.

### 5.6.5 PHOTOGRAPHS

The Contractor shall arrange for 25 high quality photos of the overall pavilion (all zones/halls) and two quality photos of each individual exhibitor booths after the installation is completed, at no extra cost to the Firm Lot Price. The photos must illustrate the graphic details and fabrication elements from a variety of angles. Photos are

to be supplied electronically through an online platform/file sharing service that is accessible by AAFC.

## **5.7 PERSONNEL ON SITE**

The Contractor shall ensure the following personnel are available for the duration of the show: Site Supervisor, hosts/hostesses, cleaning personnel, and electrical personnel.

Sufficient personnel shall be present on-site until one hour after official event opening to attend to any individual needs or unforeseen requirements of AAFC and/or exhibit participants.

Contractors working at the event site must wear the necessary identification, ie. "Contractor Badges," at all times when working. The Contractor is responsible for obtaining Contractor badges and any other identification/badges as required by Show Authority for their staff to access the show site. All costs related to these badges should be included in the Firm Lot Price.

In addition, Contractors and their personnel working at the event site must wear common, identifiable clothing to make it easy for AAFC staff and Canadian exhibitors to distinguish the Contractor's personnel from other workers. All costs related to this common clothing should be included in the Firm Lot Price.

All personnel on-site shall be duly qualified and accredited members of such organizations, associations and labour movements as may be lawfully required by Contracts or agreements governing the event and shall carry the necessary credentials identifying such memberships on their persons.

The on-site presence of the Contractor's firm and personnel shall in no way interfere with or hinder the progress of operations of other exhibitors, companies or workers in adjacent pavilions, areas or other parts of the subject event grounds.

### **5.7.1 SITE SUPERVISOR**

The Contractor shall ensure that the site installation crew is under the direction of a competent, experienced Site Supervisor (or sub-contractor or a member of the team) who is fluent in **English and French**, available at the site to consult with the AAFC on-site representative from the time of arrival of said officer to the event opening, during the event and during dismantling and re-packing. It is understood and agreed that such consultations are considered as being part of the services Contracted for and as such, shall not be interpreted as interruptions or hindrances to the progress of the work.

**The Contractor shall ensure that, for consistency purposes, the same Site Supervisor be assigned to execute the installation and dismantling process at the event. The Contractor will take all reasonable measures to ensure that the proposed Site Supervisor is available for the duration of the Contract.**

The Site Supervisor must be able to provide the Project Authority with cost estimates on any proposed site changes in accordance with the schedule of costing provided in the submission.

The Site Supervisor must be present on-site prior to opening and at closing each day and must be available on call throughout the duration of the event.

#### 5.7.2 SECURITY

Not required at this time

#### 5.7.3 HOSTS/HOSTESSES

Two (2) hosts/hostesses will be required for the duration of the Show (or as specified). The hosts/hostesses must be bilingual (English, French) and be available for each day of the Show from 10:00hrs to 19:30hrs (February 20, 21, 22 and 23, 2023) and 10:00hrs to 17:00hrs (February 24, 2023). As well, the host/hostess should be at the Show (Canada Pavilion – exact location to be confirmed) on February 19, 2023 from 13:00hrs to 17:00hrs for training and stocking.

The host/hostess is there to provide services to Canadian guests and exhibitors in the common exhibitor lounge (Zone 3: Z4-G56). Tasks will include: stocking fridges, serving beverages, stocking brochures, managing and supplying refreshments (including coffee), ordering supplies daily, cleaning lounge and meeting rooms/spaces, etc.

The Contractor will be responsible for signing in the hosts/hostesses in the morning and signing them out in the evening, obtaining the necessary show badge/identification, and paying for the final invoice.

**Failure to comply with the above instructions may result in a delay/reduction of payment to the Contractor.**

#### 5.7.4 CLEANING STAFF

The Contractor is responsible for providing cleaning staff as many times as required throughout the day in the pavilion for the duration of the event. The Contractor shall arrange and be responsible for the DISPOSAL OF ALL WASTE throughout the event; during the installation, fabrication, and dismantling of the pavilion. Upon completion of the event the clearing of the site shall be to the satisfaction of the Show Authority.

#### 5.7.5 ELECTRICAL STAFF

The Electrical Contractor is required to remain on-site at all times during the event for maintenance purposes and in case of accidents.

**Failure to comply with the above instructions may result in a delay/reduction of payment to the Contractor.**

## 5.8 LOUNGE SUPPLIES

The Contractor will provide the hosts(esses) with refreshment supplies on an on-going basis for the duration of the Show for the lounge/common area space located in Zone 3: Z4-G56 as follows:

Item	Description	Quantity
Water cooler dispenser	Hot and cold water	1
Water dispenser bottles	Bottle: 18.9 litres Paper cups to suit dispenser holder (cup qty: 1000)	40
Coffee	Coffee to accommodate 12 cup carafe, 455g bags x 5 per day x 5 days x 5 days	25
Coffee filters	To suit coffee makers	As required
Tea bags	Green and black tea	150
Disposable paper coffee cups	8-10 oz., distribute approx. 200 per day x 5 days	1000
Sugar, sweetener, cream milk	Sugar and sweetener in individual packets	As required
Napkins	White	1000
Stir sticks	To suit coffee distribution (wood)	1000
Daily snacks	Individually wrapped, single serving size snacks such as pretzels, cookies, chips, nuts, etc. (100/day x 5 days)	500
Cleaning supplies	Cloths, soap, paper towel, glass cleaner, etc.	As required
Lead books	Electronic file to be provided by AAFC, to be printed and delivered to lounge for distribution to pavilion exhibitors (60 page, bound booklet, full colour, paper size 8.5"x11"); 2 per booth, 12 per 66 sq. m booth	116
Fire extinguisher (wall mounted)	Final quantity to suite rules and regulations – Placement to be confirmed	As required

Note: All supplies above are for the lounge space in Zone 3: Z4-G56. Any lounge supplies required for the private exhibitor lounge located in Zone 4: Z4-G34 are not part of the Firm Lot Price and would be considered extras and charged directly to the exhibitor.

## 5.9 FURNITURE AND EQUIPMENT RENTAL

The Contractor **will provide images and detailed specifications (sizes/dimensions) and quantities** of their recommended furnishings for the items listed below (based on **20** x 7.5 sq. m booths, **20** x 9 sq. m booths, **12** x 12 sq. m booths, **1** x 66 sq. m booth, **1** x 36 sq. m information booth/exhibitor lounge, **1** x 48 sq. m private second level exhibitor lounge).

<b>Location</b>	<b>Item</b>	<b>Quantity</b>
<b>Exhibitor booths</b> (Zones 1, 2, 3, 5, 6)	Company signage* (backlit with company name, company logo and booth number) – 1 per booth, 2 per corner booth location and 6 per 66 sq. m booth	74
	Front counter* (backlit with company logo and lockable with storage) – 1 per booth, 6 per 66 sq. m booth	58
	Back panel graphic* (backlit, 100cm wide x 300cm high) – 1 per booth, 6 per 66 sq. m booth	58
	Glass tower showcase* (lighted) – 1 per booth, 6 per 66 sq. m booth	58
	Bar stool* (adjustable height) - 1 per booth, 6 per 66 sq. m booth	58
	Meeting table* – 1 per booth, 6 per 66 sq. m booth	58
	Meeting chair* – 2 per booth, 12 per 66 sq. m booth	116
	Spot light* (or similar improved booth lighting) – 2 per booth, 12 per 66 sq. m booth	116
	Small waste disposal bin* - 1 per booth, 6 per 66 sq. m booth	58
	Garbage bags for disposal bin	As required
	Electrical outlet – 2 per booth, 12 per 66 sq. m booth	116
	Internet connection – 2 users per booth, 12 users per 66 sq. m booth	116
	Glass shelves* – to be installed in exhibitor booths by request (exact location as determined by exhibitors)	50
<b>Information booth</b> (Zone 3: Z4-G56)	Company signage* (backlit with company name, Canada Brand maple leaf logo, and booth number)	1
	Front counter* (backlit with Canada Brand maple leaf logo and lockable with storage)	1
	Bar stool* (adjustable height)	2
	Meeting table*	1
	Meeting chair*	2
	Spot light* (or similar improved booth lighting)	2
	Small waste disposal bin	1
	Garbage bags for disposal bin	As required
	Electrical outlet	2
	Large, wall mounted full colour graphic – map of Canada	1

	Large, wall mounted full colour graphic – pavilion floor plan	1
	Internet connection	2
<b>Exhibitor lounge / Meeting space / Telecommunications area / Storage</b> (Zone 3: Z4-G56)	Large, lockable service counter/bar	1
	Electrical and water supply	As required
	Sink and water heater	1
	Bar fridge	1
	Coffee maker (should accommodate a 12 cup carafe)	2
	Electric kettle	1
	Water cooler/dispenser (hot & cold water)	1
	Large and small waste disposal bins with garbage bags	As required
	Wall mounted, full colour Canada Brand graphic	4
	Wall mounted, full colour logo wall graphic	1
	Pull up banner, full colour with Canada Brand graphic (85cm wide x 220cm high)	2
	Spot light* (or similar improved booth lighting)	As required
	Meeting table*	3
	Meeting chair*	6
	Printer – black and white laser printer with Wi-Fi capabilities – with toner and paper supply	1
	Internet connection	2
	Electrical outlet*	As required
	Storage space: 2 m x 1 m closed area with lockable door, shelving	1
<b>Private exhibitor lounge / meeting space / staircase</b> <b>2<sup>nd</sup> Level</b> (Zone 4: Z4-G34)	Meeting tables*	5
	Meeting chairs*	10
	Graphic Images (full back wall)	1
	Spot light* (or similar improved booth lighting)	As required
	Private staircase	1
	Safety barrier (to surround the space)	1
	Small waste disposal bin*	2

	Garbage bags for disposal bin	As required
	Electrical outlets*	As required

The Contractor is to supply, and have available on location, additional items (approximately 10% extra) where indicated by an \*. Any damaged equipment or furnishings shall be replaced immediately with the same item or better.

### 5.10 GOODS & SERVICES FOR DOUBLE DECKER (SECOND LEVEL)

The Contractor shall design and provide on a rental basis, install and later remove an exhibit structure in accordance with Show regulations for the second level (ie. double decker) space located in Zone 4 – Z4-G34.

The 48 sq. m space will consist of a private exhibitor lounge with a meeting area with tables and chairs and exhibit graphics where required. A private staircase and safety barrier is required to surround the space.

All services as outlined in Sections 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 5.9 shall be provided for the space to ensure it is completely operational. All costs for this space must be included in the Firm Lot Price as indicated in Appendix G. Pricing for the second level must be created using the formula as follows

**Ground floor space price per sq. m (\$) x 1.50 x Upper level floor space (sq. m) = Double Decker Price**

**NOTE:** In the event of a change in the size (increase or decrease) of a second level (Double Decker), the following calculation will apply to determine the new Double Decker Price:

**Original proposed Double Decker Price / original Double Decker floor space (sq. m) X increase/decrease double decker (sq. m) = New Double Decker Price**

**NOTE:** In the event the build for the second level (Double Decker) is no longer required in subsequent years, the requirement for the second level will be excluded from the Option Period and the cost would be removed from the Firm Lot Price.

## 6.0 TERMS & CONDITIONS

### 6.1 COMPLIANCE WITH LOCAL REGULATIONS

The Contractor shall ensure that all goods and services provided and performed, whether supplied directly or indirectly by the Contractor or by AAFC, are in accordance

with the requirements, stipulation and standards of the Show, and in particular shall ensure compliance with all local laws, labour practices, fire prevention and safety edicts, etc.

## **6.2 INSURANCE PROVISIONS AND LIABILITY**

The Contractor shall be held responsible for insuring all of his property (goods, materials, components, etc., leased or otherwise) contained within the exhibit against the hazards of fire, theft, damage or any other form of loss for the duration of the Contract period (i.e. from time of acceptance through to completion of the Contract), and shall save AAFC harmless from and against all claims other than those for which AAFC may be responsible under the terms of agreement with the Show Authority.

The Contractor shall ensure the structural integrity and safety of the entire structure. The Contractor shall be liable for any injury to persons or damage to property during erection, dismantling or throughout the duration of the exhibition resulting from the use of inferior/inadequate materials, negligence or of improper structural methods.

## **6.3 CONTRACTOR'S REPRESENTATION**

The Contractor represents and warrants that its obligations to perform and provide the work specified herein shall not interfere or otherwise conflict with any other organization's obligations or rights which may exist or come into existence in relation to the event.

## **6.4 LIAISON - CLARIFICATION OF SITE CONDITIONS, RESTRICTIONS**

The Contractor shall consult with the Show Authority prior to the event, in order to confirm all details such as floor condition, location of service utilities entrance points, access to the site on move-in / move-out dates, etc. and to ensure understanding and acceptance of their terms, conditions and regulations governing the Show.

The Contractor shall liaise with the Show Authority regarding the terms of any of their agreements with other firms or organizations, to ensure that any part of the responsibilities described herein (e.g. electrical) will not conflict with or infringe upon any legal franchise, privilege or responsibility assigned to another party and, if necessary, shall subcontract such services to the duly authorized organization appointed by the Show.

The Contractor shall liaise with the official Contractors appointed by the Show for the provision of utilities (electrical power, telephone/fax, etc. as applicable) to ensure effective scheduling of all installations and to ensure there are no intrusions into their mandates or problems with the availability of such services. The Contractor will confirm event deadlines and ensure service orders are placed on a timely basis, especially where discounts for early orders are applicable.



The Contractor shall be responsible for necessary registration of his/her on site staff under his/her corporate name. In the event that the Show Authority does not provide badging for the Contractor's personnel to enter the event during regular event hours, the Contractor **shall notify the Project Authority in advance of the event** to resolve this situation. In the event that any cost is incurred for such badges, this cost shall be the responsibility of the Contractor.

## 6.5 MATERIAL HANDLING

The Contractor shall provide for all transportation, brokerage, customs clearance and on-site handling (drayage) required for all property (goods, materials, components, etc.) owned or in any way supplied by the Contractor, and all related charges have been included in the Firm Lot Price.

The Contractor must coordinate with freight forwarder and ensure that all Contractor / Government / Participant goods are delivered to the Pavilion area and correctly positioned at the first drop (literature). Any recall of the lifting crew to reposition any goods incorrectly placed due to a shortfall in supervision shall be at the Contractor's expense. The Contractor shall not be responsible for expenses incurred for incorrectly placed goods initiated by the individual exhibit participants.

## 6.6 QUALITY REQUIREMENTS

### 6.6.1 MATERIALS, COMPONENTS AND RENTALS

Supplied by the Contractor, new and used, shall be of good quality, new in appearance, and with no defects. Any damage to materials, components and rentals shall be replaced immediately with the same item or better.

Contractors are encouraged to make use of sustainable materials that can be reused throughout the duration of the contract. Additional consideration will be given to sustainable builds in the evaluation.

### 6.6.2 QUALITY REQUIREMENTS

If **PANELS** are used, they must be cleaned and free of stains, scratches, dents or blemishes of any kind; all fabric surfaces must be cleaned and brushed; any painted surfaces must be coated with a paint that will not flake, peel or scale; and the surfaces must withstand the application/removal of pressure sensitive tape and press-on adhesive graphic materials without any lifting or scaling of the surface coating.

### 6.6.3 INSPECTION / QUALITY CONTROL AUTHORITY

For any ensuing Contract shall be the responsibility of the Project Authority or designated representative. The Contractor shall not unreasonably deny access to on-site inspections during production and/or installation / dismantling phases. Any work failing to meet the standards, specifications shall not be accepted.

#### **6.6.4 PRODUCT ACCEPTANCE**

Upon completion of the installation, the Project Authority or designated representative shall conduct a thorough inspection of the Pavilion in the company of the Contractor's Site Supervisor. Any errors, omissions, shortcomings shall be pointed out and the Site Supervisor shall make the necessary and final corrections or adjustments.

**Failure to comply with the above instructions may result in a delay/reduction of payment to the Contractor.**

**APPENDIX "C"**  
**BASIS OF PAYMENT**

The Contractor will be paid in accordance with each of the 3 elements specified below, pursuant to the terms and conditions of the Contract. All deliverables are F.O.B. Dubai, United Arab Emirates, inclusive of any Customs duty, applicable taxes, associated cost for travel and out of pocket expenses.

1. **Mandatory/Essential Items**

The Contractor will be paid the Firm Lot Price of \$ (*value to be inserted at time of Contract award*) in one lump sum (one sum for design and fabrication) for the requirements specified in Appendix G and in accordance with the terms and conditions of the Contract.

2. **Optional Items and Requirements / Contingency Funding:**

AAFC may allocate additional funding, up to a maximum of \$ (*value to be inserted at time of Contract award*) to the proposed Firm Lot Price. The purpose of the fund is to provide during the course of the Contract the items listed as "Optional" as per the table below and any other items required for the Pavilion. AAFC is not bound to order any of the items labelled "Optional" or any other items not listed and the selected Contractor shall not act upon any requests under the resulting Contract which would cause the maximum expenditure to be exceeded.

***Table "Optional Items" from Appendix H to be inserted at time of Contract award.***

Accommodations may be made in the available contingency funds to address new costs or requirements on the supplier that were unknown or nonexistent at the issuance of the initial Contract; at the Crown's discretion.

3. **Additional requirements**

In the event labour is required to conduct Work not in the above-mentioned components and not included in the Firm Lot Price, but ordered by the Project Authority as an authorized extra and confirmed by a Contract amendment issued by the Contracting Authority, then the following labour rates will apply.

***Table "Additional Requirements" from Appendix H to be completed and inserted at time of Contract award.***

**APPENDIX “D”**  
**EVALUATION PROCEDURES & CRITERIA**

It is essential that the elements contained in the Proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

**1.0 METHOD OF SELECTION – HIGHEST COMBINED SCORE OF DESIGN, TECHNICAL MERIT AND PRICE**

- 1.1 The evaluation process is designed to identify the most qualified Contractor to provide services as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed Proposal requirements that will be used to evaluate Proposers’ responses to the Request for Proposal (RFP).
- 1.3 The mandatory requirements under section 2.0 will be evaluated on a compliant/non-compliant basis. The Proposals must include the necessary documentation to demonstrate this compliance.

Proposers must indicate whether they comply with the mandatory requirements below (section 2.0) and indicate the location (page, paragraph number, etc.) of the information provided in the Technical Proposal to support the requirements.

- 1.4 The selection of the responsive Proposal will be made on the basis of the **HIGHEST COMBINED SCORE** for design, technical and financial proposals. Highest combined score will be determined by adding the design, technical and financial points obtained.

The Proposers’ Design, Technical and Financial proposals will be scored separately. An Overall Proposal Score will be determined by combining a Proposer’s Design Proposal Score, Technical Proposal Score and Financial Proposal Score in accordance with the following weights:

Design Proposal = 50%  
Technical Proposal = 25%  
Financial Proposal = 25%  
**Overall Proposal = 100%**

**To be considered Compliant, a Proposal must:**

- 1- Meet all the mandatory requirements specified in section 2.0 below;
- 2- Achieve the **minimum score or higher indicated on each specific rated criterion** as set out in section 3.0 below;
- 3- The responsive Proposal which receives the highest score of the combined points for the **Design Proposal** rated requirements (50%), **Technical Proposal** rated

requirements (25%), and **Financial Proposal** rated requirements (25%) will be selected as the successful Proposal.

$$\text{Design Score} \times \text{Ratio (50\%)} + \text{Technical Score} \times \text{Ratio (25\%)} + \text{Financial Score} \times \text{Ratio (25\%)} = \text{Combined Score}$$

- 1.5 Failure of a Proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a Proposal non-compliant. **All Proposers are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not be considered to be “demonstrated” for the purpose of the evaluation. All professional experience must be fully demonstrated in the Proposal (i.e., dates, number of years and months of experience).**
- 1.6 The Proposers acknowledge and agree that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.
- 1.7 Proposers shall not place any conditions or make any assumptions that attempt to limit or otherwise modify the scope of Work pursuant to the Statement of Work (Appendix B).
- 1.8 The Proposers will be ranked according to the combined financial and technical score. The compliant Bidder with the highest combined overall score (design + technical + financial) will be considered for contract award. In the case of identical overall scores, the Bidder with the highest design score will be ranked first.

## 2.0 MANDATORY REQUIREMENTS

<b>MANDATORY EVALUATION CRITERIA</b>	
<b>CONTRACTOR DESIGN EXPERIENCE</b>	
<b>M1</b>	The Proposer <b><u>MUST</u></b> demonstrate that it has a <b>minimum of five (5) years experience within the last seven (7) years</b> in the design of exhibit fabrication and shop fitting field.
<b>M2</b>	The Proposer <b><u>MUST</u></b> provide three (3) examples of completed exhibit projects. The following information <b><u>MUST</u></b> be provided for each example: <ol style="list-style-type: none"> <li>I. Have been completed in the last five (5) years;</li> <li>II. Have a description and graphic illustration/visual of the project;</li> <li>III. Indicate size in square metres;</li> <li>IV. Indicate financial value of the project; and</li> <li>V. Name and current telephone or email of client.</li> </ol> <p><b>NOTE: AAFC projects are to be excluded.</b></p>
<b>SITE SUPERVISOR EXPERIENCE</b>	
<b>M3</b>	Proposers <b><u>MUST</u></b> provide a résumé of the proposed Site Supervisor.

<b>M4</b>	The proposed Site Supervisor <b><u>MUST</u></b> have <b>five (5) years' experience within the last seven (7) years</b> in providing logistical, project management, and exhibit fabrication services.
<b>M5</b>	The Site Supervisor or sub-contractor or a member of the team <b><u>MUST</u></b> be fluent in <b><u>English and French</u></b> .  NOTE: Demonstration of ability in French – AAFC will accept a well described contingency for providing service in French to Canadian exhibitors. Including a working relationship with a translation/interpretation service. Actual service provision may include a bi/multilingual host/hostess provided the resource is available to exhibitors in the 24 hours prior to the show opening.
<b>M6</b>	The Proposer <b><u>MUST</u></b> provide <b>two (2) letters of recommendation</b> including name, current telephone numbers and/or email addresses from two (2) different clients who oversaw the Site Supervisor for events of similar size and scope.  <b>Note: AAFC references are to be excluded.</b>
<b><u>LIST OF FURNISHINGS AND SAMPLES</u></b>	
<b>M7</b>	The Proposer <b><u>MUST</u></b> provide images, detailed specifications, including quantities and samples (where available) of all the furniture and equipment referenced in <b>Articles 5.5 FLOOR COVERING and 5.9 FURNITURE AND EQUIPMENT RENTAL</b> to demonstrate the quality of the furnishings being proposed in the design.
<b><u>SUBMISSION OF FINANCIAL PROPOSAL</u></b>	
<b>M8</b>	The Proposer <b><u>MUST</u></b> complete all tables in Appendix G and Appendix H in their entirety, pricing to be provided for every item listed or added, or will be deemed non-compliant and will be given no further consideration.  <b>Prices MUST not appear in any area of the proposal except in the Financial Proposal.</b>

### 3.0 DESIGN AND TECHNICAL RATED REQUIREMENTS

<b>DESIGN POINT RATED CRITERIA</b>	<b>SCORING METHODOLOGY</b>	<b>SCORE</b>
The Proposer should provide a design with suggested furnishings (including details and quantities) for a <b>624 square metre</b> Canada Pavilion that includes iconic Canadian images and the key attributes of the Canada Brand as follows: quality, innovation, sustainability, diversity and food.	<b>The Proposer will receive up to ten (10) points for each of the following design elements demonstrated in the proposal:</b>  1. A unique modern design that incorporates key Canada Brand attributes.	<b>Maximum points available:</b> 50 Points  <b>Minimum points required to pass:</b> 35 Points

<p>The Proposer is responsible to draft a complete set of design drawings incorporating all the requirements as detailed in the Statement of Work.</p> <p>Design drawings should include (but are not limited to) the following elements:</p> <ul style="list-style-type: none"> <li>• A preliminary floor plan as per the space allocated and required furnishings.</li> <li>• Address the requirements by Show Authority including but not limited to maximum permissible stand height (including signs, towers and banners), service connections (hot and/or cold water, waste, and electricity), and health and safety regulations.</li> </ul>	<ol style="list-style-type: none"> <li>2. A design that uses custom materials, and/or makes unique use of standard materials.</li> <li>3. A design that has latitude for modifications for both the overall structure and for individual exhibitors.</li> </ol> <p><b>The Proposer will receive up to five (5) points for each element provided as follows:</b></p> <ol style="list-style-type: none"> <li>1. Floor plan/technical drawings for proposed Pavilion</li> <li>2. 3D renderings</li> <li>3. Description of materials and their sustainability over the lifespan of the project</li> <li>4. Proposed furnishings, options and their quality</li> </ol> <p><b>5 points:</b> Element is fully described with high level of detail, high quality images, very clear and concise context and meets all of the specifications outlined within Appendices “B”, “F”, and “H”.</p> <p><b>2.5 points:</b> Element is partially described with little level of detail, low quality images, somewhat clear and concise context and meets some of the specifications outlined within Appendices “B”, “F”, and “H”.</p> <p><b>1 point:</b> Element is described with no level of detail, indiscernible quality images, unclear and unorganized context and meets a few of the specifications outlined within Appendices “B”, “F”, and “H”.</p>	
<p><b>TOTAL FOR DESIGN POINT RATED CRITERIA</b></p>	<p><b>/ 50</b></p>	

TECHNICAL POINT RATED CRITERIA	SCORING METHODOLOGY	SCORE
<p><b><u>R.1 CORPORATE CRITERIA</u></b></p> <p>The Proposer should provide three (3) projects within the last five (5) years which demonstrate experience providing exhibit fabrication and shop fitting services.</p> <p><i>Note: Projects requested for M2 can be used for this evaluation. Only the first three (3) projects provided for this criteria will be evaluated. If more than three (3) projects are submitted, <u>only the first three (3) as they appear in the proposal will be evaluated.</u></i></p>	<p><b>Based on these three (3) projects, the Bidder will receive <u>up to six (6) points</u> where they demonstrate their experience for each of the following criteria:</b></p> <ul style="list-style-type: none"> <li>i. Ability for customization of design and components; <b>(6 points)</b></li> <li>ii. Demonstrates on-site service throughout duration of the project; <b>(6 points)</b></li> <li>iii. Provides service to individual exhibitors throughout duration of the show; <b>(6 points)</b></li> <li>iv. Demonstrates application of National or Corporate branding. <b>(6 points)</b></li> </ul>	<p><b>Maximum points available:</b> 24 Points</p> <p><b>Minimum points required to pass:</b> 16 Points</p>
TECHNICAL POINT RATED CRITERIA	SCORING METHODOLOGY	SCORE
<p><b><u>R.2 PROJECT MANAGEMENT</u></b></p> <p>Proposer demonstrates, without repeating or paraphrasing the contents of the Request for Proposal, its understanding of the project schedule requirements:</p> <p>Timelines Critical Path Contingency Plan</p>	<p><b>The Proposer will receive <u>up to ten (10) points</u> per element provided:</b></p> <p><b><u>TIMELINE (up to 10 points):</u></b> Timeline provided for full life cycle of the project (fabrication, erection, installation, dismantle and cleaning etc.)</p> <p><b><u>MILESTONES (up to 10 points):</u></b> Key milestones for planning and interactions with Show Authority, AAFC and exhibitors as well as fabrication and delivery schedule.</p> <p><b>10 points:</b> Element is fully described with high level of detail, covers every aspect of the project life cycle, very clear and concise context and meets all of the</p>	<p><b>Maximum points available:</b> 30 Points</p> <p><b>Minimum points required to pass:</b> 20 Points</p>



	<p>specifications outlined within Appendices “B”, “F”, and “H”.</p> <p><b>7 points:</b> Element is mostly described but is missing some details, covers most aspects of the project life cycle, clear and concise context and meets all of the specifications outlined within Appendices “B”, “F”, and “H”.</p> <p><b>5 points:</b> Element is partially described but is missing a lot of details, covers some aspects of the project life cycle, somewhat clear and concise context and meets some of the specifications outlined within Appendices “B”, “F”, and “H”.</p> <p><b>3 points:</b> Element is barely described with little level of detail, covers few aspects of the project life cycle, unclear and unorganized context and meets a few of the specifications outlined within Appendices “B”, “F”, and “H”.</p> <p><b>1 point:</b> Element is described with no level of detail, fails to mention aspects of the project life cycle, unclear and unorganized context and meets none of the specifications outlined within Appendices “B”, “F”, and “H”.</p> <p><b><u>CONTINGENCY PLAN (up to 10 points)</u></b></p> <p>Proposer should provide a contingency plan that addresses the following elements:</p> <ul style="list-style-type: none"> <li>i. Floor space <b>(2 points)</b></li> <li>ii. On-site staff/ personnel <b>(2 points)</b></li> <li>iii. Modifications/ customization <b>(2 points)</b></li> <li>iv. Timeline alterations <b>(2 points)</b></li> <li>v. Show requirements <b>(2 points)</b></li> </ul>	
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<p><b><u>R.3 PERSONNEL</u></b></p> <p>Detail the Site Supervisor's:</p> <ul style="list-style-type: none"> <li>• Past work experience with governments</li> <li>• Past work experience with similar projects of size and scope</li> <li>• Past work experience for the Site Supervisor's production team, including sub-contractors</li> </ul> <p><b><u>Note: AAFC references are to be excluded.</u></b></p>	<p><b>The Proposer will receive <u>up to eight (8) points</u> by providing detailed information of the following:</b></p> <ol style="list-style-type: none"> <li>Work experience with governments <b>(2 points)</b></li> <li>Graphic illustrations of past projects <b>(2 points)</b></li> <li>Résumés of Site Supervisor and one (1) other person of the on-site project team <b>(2 points)</b></li> <li>Relevant work history for production team <b>(2 points)</b></li> </ol>	<p><b>Maximum points available:</b> 8 Points</p> <p><b>Minimum points required to pass:</b> 5 Points</p>
<p><b>TOTAL FOR TECHNICAL POINT RATED CRITERIA</b></p>		<p><b>/ 62</b></p>
<p><b>TOTAL FOR DESIGN &amp; TECHNICAL RATED REQUIREMENTS</b></p>		<p><b>/ 112</b></p>

**APPENDIX "E"**  
**CERTIFICATION REQUIREMENTS**

The following certification requirements apply to this Request for Proposal (RFP) document. Bidders should include, with their proposal, a signed copy of this certification below.

**A) LEGAL ENTITY AND CORPORATE NAME**

Please certify that the Bidder is a legal entity that can be bound by the contract and sued in court and indicate **i)** whether the Bidder is a corporation, partnership or sole proprietorship, **ii)** the laws under which the Bidder was registered or formed, **iii)** together with the registered or corporate name. Also identify **iv)** the country where the controlling interest/ownership (name if applicable) of the Bidder is located.

i) \_\_\_\_\_  
ii) \_\_\_\_\_  
iii) \_\_\_\_\_  
iv) \_\_\_\_\_

Any resulting Contract may be executed under the following **i)** corporate full legal name and **ii)** at the following place of business (complete address) **iii)** telephone and fax number and email:

i) \_\_\_\_\_  
ii) \_\_\_\_\_  
iii) \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**B) EDUCATION/EXPERIENCE CERTIFICATION**

We certify that all statements made with regard to the education and the experience of individuals proposed for completing the subject Work are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared **non-responsive** or in other action which the Minister may consider appropriate.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**C) PRICE/RATE CERTIFICATION**

"We hereby certify that the price quoted have been computed in accordance with generally accepted accounting principles applicable to all like services rendered and sold by us, that such prices are not in excess of the lowest prices charged anyone else, including our most favoured customer for like quality and quantity so the services, does not include an element of profit on the sale in excess of that normally obtained by us on the sale of services of like quality and quantity, and does not include any provision for discounts or commissions to selling agents".

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**D) VALIDITY OF PROPOSAL**

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**E) AVAILABILITY AND STATUS OF PERSONNEL**

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from

such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **F) FORMER PUBLIC SERVANT – STATUS AND DISLCOSURE**

Contracts with 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 with FPS, bidders must provide the information required below.

#### **Definitions**

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

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

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

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act , 1970, c.R-10, and the

Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

**Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS 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 report.**

**Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**G) JOINT VENTURES**

1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The Bidder represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- (a) The incorporated joint venture;
- (b) The partnership venture;
- (c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

- (a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;
- (b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## **H) FEDERAL CONTRACTORS PROGRAM**

### **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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada - Labour's website.

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

## **I) INTEGRITY PROVISIONS**

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
  - b. with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed



first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by AAFC, the Supplier certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy](#);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.

**Certification:**

I \_\_\_\_\_ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by AAFC and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX "F"

### CANADA PAVILION LOCATION / FLOOR SPACE LAYOUT

Below is the Canada Pavilion location within the Pulse, Grains & Cereals Hall, World Food Hall and the Dairy/Meat Hall that will occupy a total of 624 sq. m.

<b>Pulses/Grain &amp; Cereals</b> 306 sqm 138sqm (23 x 6) + 168 sqm (28 x 6)
---

<b>Pulses/Grain &amp; Cereals</b> 48 sqm (8 x 6)
--

<b>Dairy/Meat</b> 96 sqm (12 x 8)
---

<b>World Food</b> 174 sqm (29 x 6)
--

**ZONE 3 - Z4-G56**

9sqm (3 x 3)	9sqm (3 x 3)
9sqm (3 x 3)	9sqm (3 x 3)
Lounge and Info Booth 36sqm (6x 6)	
66sqm (11 X 6)	

48 sqm (8 x 6)
-------------------

**ZONE 4 - Z4-G34**

12sqm (3 x 4)	12sqm (3 x 4)
12sqm (3 x 4)	12sqm (3 x 4)
12sqm (3 x 4)	12sqm (3 x 4)
12sqm (3 x 4)	12sqm (3 x 4)

**ZONE 5 - F2-20**

**ZONE 6 - S2-E4**

12sqm (4 x 3)	12sqm (4 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)
7.5sqm (2.5 x 3)	7.5sqm (2.5 x 3)

9sqm (3 x 3)	9sqm (3 x 3)
9sqm (3 x 3)	9sqm (3 x 3)
9sqm (3 x 3)	9sqm (3 x 3)
9sqm (3 x 3)	9sqm (3 x 3)
9sqm (3 x 3)	9sqm (3 x 3)
9sqm (3 x 3)	9sqm (3 x 3)
9sqm (3 x 3)	9sqm (3 x 3)
12sqm (4 x 3)	12sqm (4 x 3)
9sqm (3 x 3)	9sqm (3 x 3)

**ZONE 1 - Z4-G4**

**APPENDIX "G"**  
**MANDATORY ITEMS COST BREAKDOWN**

**EXHIBIT MANAGEMENT SERVICES, DESIGN, SYSTEM AND EXHIBIT STRUCTURE AND GRAPHICS, FABRICATION, ERECTION, INSTALLATION, DISMANTLE, SITE CLEANING, FLOORING, SITE SERVICES (ELECTRICAL AND LIGHTING, PLUMBING/WATER, INTERNET, CLEANING AND WASTE, ETC.), LOUNGE SUPPLIES, FURNITURE AND EQUIPMENT RENTAL, PERSONNEL, LABOR AND OTHER SERVICES**

The proposer must complete the following table in its entirety or will be deemed non-compliant and will be given no further consideration.

The financial bid evaluation will be based on the firm lot price provided in this Appendix. The Firm Lot Price must be inclusive of any Customs duty, all applicable taxes, and associated cost for travel and out of pocket expenses.

The Contractor shall supply on a rental basis, install, position, clean and later remove all furniture, furnishings, electrical, lighting, graphics, exhibitory components and accessories listed and described in Appendix G.

The type/brand/colour of the specified essential elements (Appendix G) is required. Substitutions will not be accepted for any of the items in Appendix G and H where AAFC has provided product codes.

Contractor to supply, and have available on location, additional items (approximately 10% extra) as in the Statement of Work (Appendix B).

Any damaged equipment or furnishings shall be replaced immediately with the same item or better.

**Note:** The cost of the Second Level (Double Decker) structure must be broken down in the Firm Lot Price. Pricing for the second level must be created using the following calculation:

**Ground floor space price per sq. m (\$) x 1.50 x Upper level floor space (sq. m) = Double Decker Price**

**MANDATORY/ESSENTIAL ELEMENTS:**

**5.0 SPECIFIC GOODS AND SERVICES**

<b>ITEM</b>	<b>DESCRIPTION – MAIN LEVEL PAVILION, 576 sq. m</b>	<b>COSTS</b>
5.1	Exhibit Management Services	
5.2	Design	

5.3	System and Exhibit Structure and Graphics	
5.4	Fabrication, Erection, Installation, Dismantling, and Cleaning	
5.5	Floor Covering	
5.6	Site Services - Lighting and Electrical, Plumbing/Water, Internet Services, Cleaning and Waste Disposal, and Photographs	
5.7	Personnel On Site - Site Supervisor, Hosts/Hostesses, Cleaning Staff and Electrical Staff	
5.8	Lounge Supplies	
5.9	Furniture and Equipment Rental	
<b>ITEM</b>	<b>DESCRIPTION – UPPER LEVEL (DOUBLE DECKER), 48 sq. m</b>	<b>COSTS</b>
5.1	Exhibit Management Services (Cost included in the main level section of the proposal)	N/A
5.2	Design (Cost included in the main level section of the proposal)	N/A
5.3	System and Exhibit Structure and Graphics	
5.4	Fabrication, Erection, Installation, Dismantling, and Cleaning	
5.5	Floor Covering	
5.6	Site Services - Lighting and Electrical, Plumbing/Water, Internet Services, Cleaning and Waste Disposal	
5.7	Personnel On Site - Cleaning Staff and Electrical Staff	
5.8	Lounge Supplies (Not included in Firm Lot Price for Double Decker)	N/A
5.9	Furniture and Equipment Rental	
	<b>FIRM LOT PRICE</b>	

**NOTE: In the event main level floor space is increased/decreased, the following calculation will apply:**

Original proposed Firm Lot Price \$ (excluding the Double Decker Price) / original main level floor space (sq. m) X revised main level floor space (sq. m) = NEW FIRM LOT PRICE

**NOTE: In the event second level floor space (Double Decker) is increased/decreased, the following calculation will apply to determine the Double Decker Price:**

Original proposed Double Decker Price / original Double Decker floor space (sq. m) X increase/decrease double decker (sq. m) x 1.50 = New Double Decker Price

**NOTE: In the event the build for the second level (Double Decker) is no longer required in subsequent years, the requirement for the second level will be excluded from the Option Period and the cost would be removed from the Firm Lot Price.**

**APPENDIX "H"**  
**OPTIONAL ITEMS AND ADDITIONAL REQUIREMENTS**

The Proposer is responsible to fill out Appendix H for all optional items that would enhance the overall look of the Canada Pavilion (e.g. suspended structures, graphics, LCD TV's etc.).

Unit Prices of the "OPTIONAL" items will not be included in the Firm Lot Price to be submitted. Unit Prices will be used only as price reference if AAFC requests any items, as per clause 5.2.2, Part 2. Request for any additional items can only be approved and confirmed by the Project Authority.

ITEM	DESCRIPTION	UNIT PRICE ONLY
1		
2		
3		
4		
5		
6		

**ADDITIONAL REQUIREMENTS**

In the event labour is required to conduct work not in the above-mentioned components and not included in the Firm Lot Price, but ordered by the Project Authority as an authorized extra and confirmed by a Contract amendment issued by the Contracting Authority, then the following hourly labour rates will apply:




LABOUR	STRAIGHT	OVERTIME
Carpenter		
Labourer		
Display man		
Electrician		
Painter		
Supervisor on-site		
Project manager		
<i>MATERIAL MARK-UP - Any Materials not listed herein and requested as an authorized extra by the Project Authority shall be charged for at the</i>		

<p><i>rate of net cost, plus a percentage to cover overhead and profit.</i></p> <p><b>Proposer will identify the mark up percentage that is not to exceed 17.5%.</b></p>	
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**APPENDIX "I"**  
**CANADA BRAND GRAPHIC ELEMENTS**

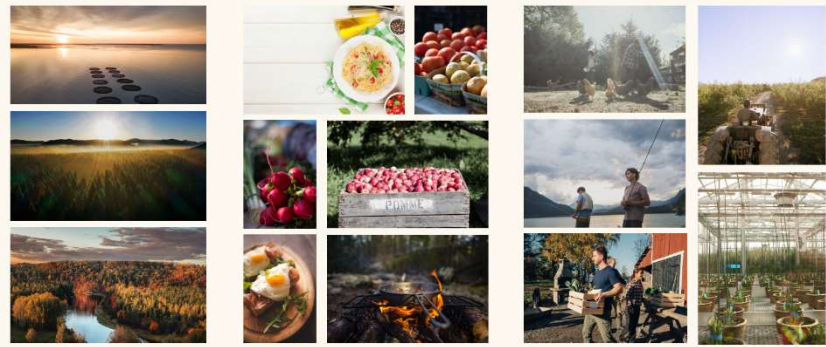
Canada is a globally trusted supplier of agri-food products for international consumers because of its world-class safety systems and high-quality products deriving from vast natural resources. The mission of the Canada Brand is to build strong recognition and demand for Canadian agricultural and agri-food products internationally. The key attributes of the brand include quality, innovation, sustainability, diversity, and food.

The graphic elements of the Canada Brand listed below help products stand out from the competition, build recognition, and lead to increased demand and sales.

<p><b>Logo:</b> Canada maple leaf</p>	
<p><b>Tagline:</b> Quality is in our Nature</p>	
<p><b>Colour:</b> Canada Brand red colour</p>	 <p>#CB2015 RGB: 203, 32, 21 CMYK: 14, 99, 100, 4 PANTONE P 49-8 C</p>
<p><b>Fonts:</b> Primary font is Mondapick Extrabold; secondary font is Fira Sans Regular</p>	<p><b>CANADA</b> <small>MONDAPICK EXTRABOLD</small></p> <p>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz</p> <p><b>QUALITY</b> <small>FIRA SANS REGULAR</small></p> <p>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz</p>



**Photography:**  
Vast and varied  
Canadian  
landscapes, fresh  
foods and  
appetizing visuals,  
diverse range of  
people and  
processes, iconic  
Canadian images  
and symbols



**APPENDIX “J”**  
**CHECKLIST FOR RESPONSE TO REQUEST FOR PROPOSAL**

*Please ensure that the following items are included in your Proposal.*

- Proposal includes a covering letter signed by the Proposer or an authorized representative of the Proposer. The proposal must include the name and contact information of the Proposer’s representative.
- Statement by the Proposer that they have read, understood, and will comply with every clause, term and condition of the Request for Proposal.
- Proposal includes the following elements:
  - Executive Summary
  - Design Concept
  - Project Management
  - Contingency Plan
  - Recommendation
- Design concept addresses the needs of the pavilion as outlined in Statement of Work (Appendix B), including floor plan, design drawings/3D renderings, and graphics.
- Proposal includes images, detailed specifications, including quantities and samples (where available) of all furnishings, equipment and materials being proposed in the design.
- Proposer’s design experience: Demonstration of five years’ experience within the last seven years. Three examples of completed projects must each include: project description including graphic illustration/visual of the project, size in square metres, financial value of the project, and reference.
- Work history of the production team, including the résumé for the Site Supervisor (demonstrating five years’ experience within the last seven years) and a résumé of one other person from the on-site project team.
- Two letters of recommendation (including name, telephone number and/or email address) from two different clients who oversaw the Site Supervisor.
- Demonstration of ability in English and French (Site Supervisor or Sub-Contractor/team member).
- Proposer’s understanding of the project management requirements: Includes description of the approach, resources, milestones, plan and a table or chart detailing the timelines/critical path.

- Complete, sign and date all certificates under Certification Requirements (Appendix E).
- Complete financials as outlined in Mandatory Cost Breakdown (Appendix G) and Optional Items & Additional Requirements (Appendix H).
- Firm Lot Price MUST be in Canadian Currency, all deliverables FOB job site, and inclusive of any customs duty, all applicable taxes, and associated cost for travel and out of pocket expenses.
- Ensure all documents are signed and dated and the proposal submission is properly labelled and delivered within the allotted timeframe. Any questions related to the submission should be sent to the Contracting Authority.