



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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Communication Procurement Directorate/Direction de  
l'approvisionnement en communication

360 Albert St. / 360, rue Albert

12th Floor / 12ième étage

Ottawa

Ontario

K1A 0S5

|   |   |
|---|---|
| <b>Title - Sujet</b><br>Exposition, Design and Fabrication  |   |
| <b>Solicitation No. - N° de l'invitation</b><br>5Z011-180015/A  | <b>Date</b><br>2017-11-02   |
| <b>Client Reference No. - N° de référence du client</b><br>5Z011-18-0015  |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$CX-006-73675  |   |
| <b>File No. - N° de dossier</b><br>cx006.5Z011-180015   | <b>CCC No./N° CCC - FMS No./N° VME</b>                                    |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2017-11-20</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Standard Time<br>EST |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>  |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Morones(CX Div.), Oliver   | <b>Buyer Id - Id de l'acheteur</b><br>cx006                               |
| <b>Telephone No. - N° de téléphone</b><br>(613) 993-7846 ( )  | <b>FAX No. - N° de FAX</b><br>(613) 991-5870                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>LIBRARY AND ARCHIVES CANADA<br>PLACE DE LA CITE 8TH FL.<br>550 DE LA CITE BLVD<br>GATINEAU<br>Quebec<br>K1A0N4<br>Canada |   |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation  
5Z011-180015/A  
Client Ref. No. - N° de réf. du client  
5Z011-180015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CX006 5Z011-180015

Buyer ID - Id de l'acheteur  
CX006  
CCC No./N° CCC - FMS No./N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and the Electronic Payment Instruments.

### 1.2 Summary

- 1.2.1 Public Services and Procurement Canada on behalf of Library and Archives Canada is seeking the services of a Contractor to design and build an exhibition on the subject of Canada's Prime Ministers.

The period of the contract will be from award date until March 31, 2019.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is limited to Canadian goods and/or services.

### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-) (<https://buyandsell.gc.ca/policy-and->

guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The [2003](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

## 2.3 Former Public Servant

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

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian 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.

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## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.6 Basis for Canada's Ownership of Intellectual Property

Library and Archives Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies) and (1 soft copy on CD or USB key);

Section II: Financial Bid (1 hard copy) and (1 soft copy on CD or USB key);

Section III: Certifications (1 hard copy) and (1 soft copy on CD or USB key);

The Bidders can provide only one soft copy (CD or USB key) containing Section I, Section II and Section III in well identified separate files (Technical Bid, Financial Bid and Certification).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Technical Bid

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

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

## Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below. The total amount of Applicable Taxes must be shown separately.

### **PRICING SCHEDULE**

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

The firm fixed hourly rates are all-inclusive. They include the cost of labour, fringe benefits, general and administrative expenses, time in transit, overhead, profit and the like, excepting only Applicable Taxes.

| TABLE 1: INITIAL CONTRACT PERIOD  |                                      |                                 |  |
|---|--------------------------------------|---------------------------------|--|
|   | Volumetric data<br>(number of hours) | Firm hourly rate<br>(in Cdn \$) | Total<br>(volumetric data x firm<br>hourly rate) |
| Administration and<br>Project Management  | 300 hours                            | \$ / hour                       | \$   |
| Art Direction (design,<br>creation and research)                                | 235 hours                            | \$ / hour                       | \$   |
| Graphic Design<br>(graphic production,<br>computer graphics,<br>and renderings) | 135 hours                            | \$ / hour                       | \$   |
| Fabrication   | 950 hours                            | \$ / hour                       | \$   |
| Partial Installation  | 250 hours                            | \$ / hour                       | \$   |
| Remediation   | 65 hours                             | \$ / hour                       | \$   |
| INITIAL CONTRACT PERIOD sub-total   |                                      |                                 | \$   |



| TABLE 2: TRAVELING EXHIBITION - OPTIONAL SERVICES  |  |                              |  |
|--|--|------------------------------|--|
|  | Volumetric data (number of hours in addition to Table 1) | Firm hourly rate (in Cdn \$) | Total (volumetric data x firm hourly rate) |
| Administration and Project Management              | 40 hours   | \$ / hour                    | \$   |
| Art Direction (design, creation and research)      | 100 hours  | \$ / hour                    | \$   |
| Fabrication  | 80 hours   | \$ / hour                    | \$   |
| Remediation  | 20 hours   | \$ / hour                    | \$   |
| TRAVELING EXHIBITION - OPTIONAL SERVICES sub-total |  |                              | \$   |

| TABLE 3: COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES  |  |                              |  |
|--|--|------------------------------|--|
|  | Volumetric data (number of hours in addition to Table 1) | Firm hourly rate (in Cdn \$) | Total (volumetric data x firm hourly rate) |
| Installation   | 600 hours  | \$ / hour                    | \$   |
| COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES sub-total |  |                              | \$   |

| TABLE 4: Limitation of Expenditure - Direct Expenses  |   |  |                       |
|---|---|--|-----------------------|
| <p>The Bidder must quote a firm all-inclusive Mark-up on Direct Expenses as a percentage in accordance with article 7.5.2.1 Basis of Payment - Direct Expenses in the Resulting Contract Clauses. A value for evaluation purposes only has been provided below for the direct expenses for each period of the Contract, in accordance with the Statement of Work at Annex "A". The Firm All-Inclusive Mark-up for Direct Expenses will form a part of the Basis of Payment of any resulting Contract.</p> |   |  |                       |
| Total Direct Expenses per year for Evaluation Purposes  | Firm all-inclusive Mark-up on Direct Expenses as a Percentage | Direct Expenses - Value for evaluation purposes ONLY | Total Evaluated Price |
| Firm All-Inclusive Direct Expenses Mark-up for the Initial Period of the Contract   | %   | \$3,000.00   | \$                    |
| Firm All-Inclusive Direct Expenses Mark-up - TRAVELING EXHIBITION - OPTIONAL SERVICES   | %   | \$1,000.00   | \$                    |
| Firm All-Inclusive Direct Expenses Mark-up - COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES   | %   | \$2,000.00   | \$                    |
| Total Evaluated Direct Expenses (excluding Applicable Taxes)  |   |  | \$                    |

**TABLE 5: Limitation of Expenditure - Subcontracted Expenses**

| <p>The Bidder must quote a firm all-inclusive Mark-up on Subcontracted Expenses as a percentage in accordance with article 7.5.2.2 Basis of Payment - Subcontracted Expenses in the Resulting Contract Clauses. A value for evaluation purposes only has been provided below for the subcontracted expenses for each period of the Contract, in accordance with the Statement of Work at Annex "A". The Firm All-Inclusive Mark-up for Subcontracted Expenses will form a part of the Basis of Payment of any resulting Contract and subsequent Task Authorization.</p> |  |  |                       |
|---|--|--|-----------------------|
| Total Subcontracted Expenses per year for Evaluation Purposes   | Firm all-inclusive Mark-up on Subcontracted Expenses as a Percentage | Subcontracted Expenses. Value for evaluation purposes ONLY | Total Evaluated Price |
| Firm All-Inclusive Subcontracted Expenses Mark-up for the Initial Period of the Contract  | %  | \$3,000.00   | \$                    |
| Firm All-Inclusive Subcontracted Expenses Mark-up - TRAVELING EXHIBITION - OPTIONAL SERVICES  | %  | \$1,000.00   | \$                    |
| Firm All-Inclusive Subcontracted Expenses Mark-up - COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES  | %  | \$2,000.00   | \$                    |
| Total Evaluated Subcontracted Expenses (excluding Applicable Taxes)   |  |  | \$                    |

**PRICING SCHEDULE SUMMARY**

|  |           |
|--|-----------|
| INITIAL CONTRACT PERIOD sub-total                              | \$        |
| TRAVELING EXHIBITION - OPTIONAL SERVICES sub-total             | \$        |
| COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES sub-total | \$        |
| Total Evaluated Direct Expenses                                | \$        |
| Total Evaluated Subcontracted Expenses                         | \$        |
| <b>TOTAL BID EVALUATION VALUE</b>                              | <b>\$</b> |

### 3.1.2 Electronic Payment of Invoices – Bid

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

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

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

### 3.1.3 SACC Manual Clauses

#### Section III: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

| Mandatory Criteria |   |                           |                                |
|--------------------|---|---------------------------|--------------------------------|
| Number             | Criteria Detail   | Compliant / Non-Compliant | Reference to Bidder's Proposal |
| M.1                | <p><b>Experience of the Firm</b></p> <p>The Bidder must demonstrate that it has been contractually bound with an external client to complete one (1) interior exhibition project after January 1, 2014 with a total value of at least \$180,000 excluding taxes.</p> <p>For the proposed interior exhibition project, the Bidder must have completed the following tasks:</p> <ul style="list-style-type: none"><li>a) Developed and managed the project schedule.</li><li>b) Managed the exhibition design development.</li><li>c) Managed the fabrication of the exhibition.</li><li>d) Produced and integrated reproductions in the exhibition.</li><li>e) Managed the development and integration of electronic or manual interactive(s) in the exhibition.</li><li>f) Managed and supervised the installation of the exhibition.</li></ul> <p>"External client(s)" means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.</p> <p>"Internal client(s)" means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.</p> |                           |                                |

| Mandatory Criteria |  |                           |                                |
|--------------------|--|---------------------------|--------------------------------|
| Number             | Criteria Detail  | Compliant / Non-Compliant | Reference to Bidder's Proposal |
|                    | <p>To demonstrate experience, the Bidder must provide the following information for the proposed interior exhibition project:</p> <ol style="list-style-type: none"> <li>the contract title or reference number;</li> <li>the name and contact information of the external client;</li> <li>the start and end date of the contract;</li> <li>the total value of the contract;</li> <li>a schedule of the exhibition project detailing all phases of the project including tasks from inception to delivery with dates and deliverables including exhibition design concepts and development, graphic development, budgetary exercises, fabrication exhibition delivery, exhibition installation;</li> <li>a description of how the concept of the exhibition project met the needs of the client;</li> <li>final design renderings including: <ol style="list-style-type: none"> <li>exhibition space and floor plans;</li> <li>graphic treatment (font style and size);</li> <li>interpretive approach and the final approach to display collection items such as artwork, artifacts, multimedia, 2D and/or 3D objects.</li> </ol> </li> <li>fabrication renderings with construction specifications;</li> <li>a list of trades involved in the various phases of fabrication;</li> <li>visual support of the use of reproductions in the context of the exhibition project;</li> <li>a description and a colour picture of the electronic or manual interactive(s) in the exhibition project. For evaluation purposes electronic interactives are digital content on tactile screens, visitor-driven creations using electronic devices, augmented reality or virtual reality. Manual (non-electronic) interactives are where the visitors engage with non-electronic elements to obtain results such as turning pages of a book, looking through a peephole or opening a door.</li> <li>a description of the various phases of the installation, e.g., fabrication of temporary walls, installation of structures, electrical requirements, maintenance, security requirements, and collection material requirements.</li> <li>at least two (2) colour photos or colour photocopies of photos of different angles of the completed interior exhibition project;</li> <li>the target audience and the objectives of the project; and</li> <li>a copy of the paid invoice presented to the client.</li> </ol> |                           |                                |

| Mandatory Criteria |  |                           |                                |
|--------------------|--|---------------------------|--------------------------------|
| Number             | Criteria Detail  | Compliant / Non-Compliant | Reference to Bidder's Proposal |
| M.2                | <b>Financial Bid for Initial Contract Period within Budget</b><br><br>The Initial Contract Period sub-total found in the Bidder's financial bid must not exceed \$180,000 (excluding taxes). |                           |                                |

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Required with the Bid

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

##### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

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

### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6\(9\)](#), Example 2, of the [Supply Manual](#).

#### 5.2.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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## PART 6 - FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

### 6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work described in the Annex A Statement of Work of the Contract.

#### 7.1.1 Optional Goods and/or Services


The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at sections 3.1 Traveling Exhibition and 3.2 Complete Exhibition Installation of Annex A - Statement of Work of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### 7.1.2.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form PWGSC-TPSGC 572 or an equivalent form. The Task Authorization form PWGSC-TPSGC 572 is available through the PWGSC [Forms Catalogue](#)  Web site.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Project Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **7.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$ (to be inserted upon contract award), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

#### **7.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and



4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### **For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## **7.2 Standard Clauses and Conditions**

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

## 7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Add in 2035 (2016-04-04), General Conditions - Higher Complexity - Services the following subsections at the end of all subsections:

### 2035 46 (2014-09-25) Warranty

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for 12 months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
3. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
4. Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.
5. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to Canada.
6. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
7. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

## 7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

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### **7.3 Security Requirements**

**7.3.1** There is no security requirement applicable to the Contract.

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2019 inclusive.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Oliver Morones  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Communication Procurement  
Address: 360 Albert Street, Ottawa, Ontario K1R 7X7

Telephone: 613-993-7846  
Facsimile: 613-991-5870  
E-mail address: [Oliver.Morones@pwgsc-tpsgc.gc.ca](mailto:Oliver.Morones@pwgsc-tpsgc.gc.ca)

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

#### **7.5.2 Project Authority**

The Project Authority for the Contract is:

[\(to be inserted upon contract award\)](#)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **7.5.3 Contractor's Representative**

[\(to be inserted upon contract award\)](#)

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## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7.7 Payment

### 7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ [\(to be inserted upon contract award\)](#). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
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.

### 7.7.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

### 7.7.4 Electronic Payment of Invoices – Contract

[\(to be inserted upon contract award if applicable\)](#)

### 7.7.5 Time Verification

*SACC Manual* clause C0711C (2008-05-12) Time Verification

### 7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by a copy of time sheets to support the time claimed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

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

#### 7.9.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [\*\(to be inserted upon contract award\)\*](#).

### 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated [\*\(to be inserted upon contract award\)\*](#).

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## **7.12 Insurance – Specific Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## ANNEX A

### STATEMENT OF WORK

#### 1. OVERVIEW

##### 1.1 Title

Design and build an exhibition being developed by Library and Archives Canada (LAC) on the subject of Canada's Prime Ministers.

##### 1.2 Introduction

Library and Archives Canada is the main repository for documents relating to Canada's Prime Ministers. Canadians are often unaware of the scope of this material, which includes everything from portraits, to advertisements, to annotated books. The material reveals intriguing, less "official" and often unexpected aspects of Canada's PMs. The exhibition will explore our PMs and their legacies through the lens of their public, and personal, relationships with literature, music, visual art, television and film, etc.

For this purpose, LAC requires the services of an experienced Contractor to design and build a museum-quality, dynamic, multi-room exhibition and support the objectives of the Exhibition and Online Content Division in making LAC's collections known and accessible to Canadians.

*For more information about the collections, visit:*

<http://www.bac-lac.gc.ca/eng/Pages/home.aspx>

##### 1.3 Background

The exhibition must be developed based on four overarching themes found in the collection:

- Firstly, the Prime Ministers as patrons supporting specific artists, as well as their focused political support for pet causes and legacies, such as heritage institutions or arts and culture organizations.
- Secondly, the Prime Ministers as collectors and fans. Prime Ministerial libraries include publications with intriguing inscriptions and annotations whereas Prime Ministerial art collecting includes some rather unexpected finds, like the oldest oil portrait in LAC's collections.
- Thirdly, the Prime Ministers' muses and collaborators; the Prime Ministers' entries into the arts world, whether intentional through collaborations with arts figures on political matters or unintentional where depictions of the Prime Minister appear in works of art such as editorial cartoons, comic books, advertisements, music, and literary works.
- Finally, the Prime Ministers as creators themselves through their own artistic endeavours such as memoirs, poetry, paintings and performances.

Guided by LAC's core principle of "making known," the exhibition will make Canadians' own national collections, including some rare, unexpected and significant items, more accessible and immediate to them. This exhibition will enhance LAC's presence in the National Capital Region and other regions through programming and online initiatives. There is the potential for this exhibition to travel.

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## 1.4 Scope of the Requirement and Assumptions

Showcasing a mix of original material and reproductions, the exhibition must display examples drawn from across LAC's collection, including published materials, art, photography, audiovisual, ephemera, and textual records. Contents must aim to be as representative as possible of Canada's regions and peoples, and present material related to all 23 Prime Ministers. A special area of focus is the Prime Ministers' book collections; LAC will not only draw on its own significant holdings in this area, but may also seek loans from other institutions as well as private individuals such as former PMs and/or their families.

The exhibition must be displayed in three adjacent areas: a closed room (Room C) and a sunken lobby of approximately 3,500 sq. ft. each, and the wall adjacent to the lobby running approximately 78 linear ft. It is anticipated that the exhibition will include up to 20 original items for display in Room C and 50 reproduction images of LAC's collection material for display in the lobby. While some originals will be shown for the entire duration of the exhibition, rotation of specific material is anticipated.

The spaces available for the exhibition are non-conventional. Their layout, location and associated restrictions require creative design solutions. Based on a defined curatorial approach, the Contractor must develop an original and dynamic design concept threading together all three exhibition areas. The requirements include, but are not limited to, the design and fabrication of free-standing structures, furniture, audiovisual equipment, graphics treatment and supports, etc. The sunken lobby affords no anchoring possibilities for stability—all structures must be free-standing. Room C offers the opportunity to anchor in the floor and to the wall as of 8 to 13 ft. LAC has an inventory of exhibition-quality showcases available for the presentation of original material. (LAC also owns a few interactive tools such as iPads.)

## 2. DELIVERABLES

The Contractor must:

- Supply design and fabrication services, as well as project management expertise to oversee the development and production phases of the project.
- Manage design and production schedules, budgets, oversee quality control and supervision, as well as provide advice and consult with multidisciplinary teams during all phases of the project.
- Provide the necessary equipment and resources to complete the work.

### 2.1 Meetings

The Contractor must be able to attend the following meetings in person or by teleconference upon request.

- Start-up meeting with the project team to review the exhibition scope, context, content, interpretive approach and presentation elements.
- Meet with those responsible for conservation to become aware of exhibition considerations and limitations;
- Meet with the project team on a regular basis to participate in presentations, meetings, consultations and site assessment visits;
- Request and conduct meetings pertaining to the schedule and deliverables tied to the development and production of the exhibition;
- Meetings with internal colleagues and external service providers as required;

Upon request by the Project Authority, the Contractor must schedule visits at the Contractor's facility where LAC can view the design and build of the exhibit.



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## 2.2 Approvals

The Contractor must receive written approval from LAC before starting the design, build and installation of the exhibit.

For approval purposes, the Contractor must provide:

- A production schedule in accordance with the milestones, and notify LAC of potential delays in a within 72 hours.
- Present up to three exhibit design concepts to the Project Authority.
- Present up to three interpretive text treatments encompassing labels, didactic panels and branding to the Project Authority.
- A production budget detailing the cost per exhibition item under two sections: Graphics and Structures/Furniture.
- Provide a list of anticipated materials for exhibition structures and graphics
- Supply drawings of exhibition components with annotations indicating the assembly methods to be used (shop drawings).
- Present the approved design concept in draft development and final version in 2D or 3D computer generated renderings to include each space individually, as well as together.
- Supply final to scale exhibition installation rendering detailing reference measurements for final positioning structures, art work, reproductions, panels, labels, other graphic elements part of the installation.
- Ready-to-print artwork files in specified format (format later specified with designer and printer)
- Samples of materials and finishes, and completed prototypes (await approval before beginning construction)
- Draft graphics packages plus final set with specifications such as font type, sizes, colour references, text strategy.
- Final exhibition elevation package in view of fabrication including: Final layout of structures and artwork, display specifications, installation specifications, hanging system, specific display requirements, etc.

## 2.3 Design and Fabrication Requirements

This exhibition must present original collection material from the LAC collections in Room C which is not directly linked to the principal area of the main lobby. It is important for visitors to have a clear flow and circulation path in and between exhibition areas.

The Contractor must:

- In collaboration with LAC curatorial staff, develop the Exhibition concept to thread together three program areas in a cohesive and engaging manner as well as setting up the collection material harmoniously.
- Design the Exhibition to adhere to conventional exhibition guidelines (Circulation flow, height, wheelchair accessibility, etc.)
- Supply and build exhibition components that are durable, able to withstand a lot of use as well as adhere to conservation principals.
- Include the audiovisual and interactive elements produced and supplied by LAC to actively engage the visitor.
- Develop an approach to displaying original material from the collections as well as reproductions, interpretive elements such as captions, panels, banners, interactive and audiovisual elements, and showcases; a maximum of three (3) concepts will be presented in the form of 2D or 3D renderings;

- A graphic look and feel for the exhibition that includes the colour palette and typeface that can be applied to exhibit support materials; a minimum of three options for interpretive text treatment must be provided as part of the graphic concept.
- Allow LAC to make regular visits to the Contractor's facility for the purpose of this project.
- Create and supply ready-to-print graphics (title panel, theme panel, bilingual captions, extended text and graphic signage elements) in the file format required for graphic production.
- Supply graphics to the Project Authority in PDF format for approval.
- Deliver the final graphic package to the Project Authority in both PDF and production format.
- Develop detailed multi-draft drawings including final elevations with quantities and specifications for production and installation.
- Address remedial issues if required.

## 2.4 Safety Requirements

The Contractor must:

- Work with LAC personnel to meet the curatorial requirements specific to this project as well as facility requirements.
- Ensure that the design and display systems and artifact supports for collection material meet the requirements of LAC conservation and security.
- Ensure that all painted materials scheduled to be in proximity of original material are to be off-gas for the recommended time period.
- Ensure that all equipment generating heat includes necessary openings to ensure proper air circulation.

## 2.5 Partial Installation Requirements

The Contractor must:

- Supply installation specifications and final hanging diagrams necessary to clearly demonstrate the sequence for installing and dismantling the exhibition; and
- Meet with LAC's Exhibition Services and Exhibition Management team to present and review the scope of the installation; structures, components, electrical, AV, graphics, reproductions, etc.
- In collaboration with LAC, determine the most effective scope for the Contractor's resources based on time allocated.
- Demonstrate any technical requirement part of the installation to LAC representatives and assist with the installation process.
- Be available to answer questions and address comments throughout the installation process.
- Provide daily installation progress report to the Project Authority for work accomplished.
- Accomplish work per the exhibition schedule.

## 2.6 Constraints

The following constraints apply to the contract:

- Lobby: The Contractor must integrate or attach exhibition specific lighting to free-standing structures.  
The lobby area including the adjacent wall are not equipped with a typical lighting plan however the space is flooded with natural light and illuminated by the integrated ceiling lights at 15 ft. high. No original collection material is exhibited in the lobby.

- Room C: The Contractor must integrate or attach additional lighting to exhibition structures. This room has windows fitted with 100% opaque blinds and integrated ceiling lights at 13 ft. 11 in. high. The room is equipped with a motion sensor activated electrical grid. Light levels in the exhibition area must not be less than 50Lux.
- Federal standards: The Contractor must comply with federal standards with regards to the identification of the Government of Canada as outlined in the Federal Identity Program (FIP) (see the website for details <http://www.tbs-sct.gc.ca/fip-pcim/index-eng.asp>) as well as with the requirements of the Official Languages Act (see the website for details <http://laws-lois.justice.gc.ca/eng/acts/o-3.01/>).

## 2.7 Milestones

The following milestones must be delivered by the Contractor:

\*Contents may be subject to change upon approval from the Project Authority. All references to days are business days.

| Schedule of Deliverables   |   |
|--|---|
| Deliverable:   | Due Date:   |
| <ul style="list-style-type: none"> <li>• Start-up meeting with LAC staff to review the scope of work, drawings and specifications.</li> </ul>                | Upon contract award   |
| <ul style="list-style-type: none"> <li>• Delivery: Preliminary design proposals</li> </ul>   | One month after contract award  |
| <ul style="list-style-type: none"> <li>• Delivery: Revised selected design proposal</li> </ul>   | One month after delivery of preliminary design approvals  |
| <ul style="list-style-type: none"> <li>• Delivery: Final approved design proposal</li> </ul>   | Fifteen days after delivery of revised selected design proposal   |
| <ul style="list-style-type: none"> <li>• Delivery: Production schedule and fabrication budget for review</li> </ul>  | Five days after delivery of final approved design proposal  |
| <ul style="list-style-type: none"> <li>• Delivery: Final design package including production requirements and specifications</li> </ul>                      | Two months after delivery of production schedule and fabrication budget for review  |
| <ul style="list-style-type: none"> <li>• Delivery: Final print ready graphics in a format per fabricators specifications and client requirements.</li> </ul> | One month after delivery of final design package including production requirements and specifications.                    |
| <ul style="list-style-type: none"> <li>• Fabrication start-up meeting</li> </ul>   | Two days after delivery of final print ready graphics in a format per fabricators specifications and client requirements. |
| <ul style="list-style-type: none"> <li>• Delivery: Approved workshop drawings</li> </ul>   | Three weeks after fabrication start-up meeting  |

| Schedule of Deliverables   |   |
|--|---|
| Deliverable:   | Due Date:   |
| <ul style="list-style-type: none"><li>Delivery: Graphic samples and complete prototype as required</li></ul> | Three weeks after delivery of approved workshop drawings  |
| <ul style="list-style-type: none"><li>Delivery: Exhibition installation notes for review by client</li></ul> | Three months and two weeks after delivery of graphic samples and complete prototype as required |
| <ul style="list-style-type: none"><li>Exhibition production completed</li></ul>                              | One week after delivery of exhibition installation notes for review by client                   |
| <ul style="list-style-type: none"><li>Exhibition delivery to client</li></ul>                                | Two weeks after exhibition production completed   |
| <ul style="list-style-type: none"><li>Delivery: Written report on remedial work</li></ul>                    | Three weeks after exhibition delivery to client   |
| <ul style="list-style-type: none"><li>Installation completed with client representatives</li></ul>           | Two weeks after delivery of written report on remedial work                                     |
| <ul style="list-style-type: none"><li>Remedial work completed on any exhibition element</li></ul>            | One week after installation is completed with client representatives                            |
| <ul style="list-style-type: none"><li>Exhibition ready for the public</li></ul>                              | Two days after remedial work completed on any exhibition element                                |

### 3. OPTIONAL SERVICES

#### 3.1 Traveling Exhibition

If the Traveling Exhibition option is exercised, LAC will inform the Contractor if the whole exhibition or a portion of the exhibit will travel. If the Traveling Exhibition option is exercised, the Contractor must:

- Design and build the exhibit to ensure it can travel with the original collection material and/or reproduction graphics.
- Provide a proposed method on how to travel with the exhibit as well as the constraints (size, weights, how many parcels).
- Propose and build crates to travel exhibition structures, components and equipment safely.

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### 3.2 Complete Exhibition Installation

If the Exhibition Installation option is exercised to carry out the complete exhibition installation, the Contractor must:

- Supply all tools necessary to complete the installation;
- Supply all trades and resources to complete the installation:
  - Carpenter(s),
  - Professional exhibition installer(s)
- Work with the exhibition team to maintain curatorial and design intent;
- Complete the installation tasks listed below.

The complete exhibition installation tasks include but is not limited to:

- Unpacking exhibition structures;
- Once unpacked, remove crates and packing materials from installation site;
- Ensuring quality control of received goods;
- Noting remedial work for the approval of Project Authorities;
- Working with final installation plans, mount exhibition structures, install wall graphics and reproductions in the Lobby and/or Room C;
- Establish an installation schedule to include other LAC groups involved with the installation such as exhibition services, conservators, care of collections;
- Conduct a post installation tour with the project authority;
- Provide a daily report on progress to the Project Authority;
- Make any revisions to final installation plans as required post installation.

### 3.3 Out of Scope:

- Manipulating and handling original material from LAC's collection;
- Lighting adjustments; and
- Environmental monitoring and control.

## 4. REPORTING REQUIREMENTS

The Contractor must communicate with the Project Authority by email or telephone as required.

All reporting deliverables must be provided to the Project Authority electronically as PDFs.

## 5. LAC'S RESPONSIBILITIES

LAC will:

- provide access to LAC's inventory of display cases and other exhibition material as required;
- provide electronic images and final bilingual texts;
- provide access to the exhibition site as required;
- provide the following: travelling crates, iPads and their enclosures, flat screen television monitors as well as installation and handling of collection materials, photography of collection material, and preparation of collection material, and light level adjustment for collection material.
- assist the Contractor with the installation of the exhibit by providing human resources, tools, access to the exhibition spaces, access to the work shop, receive material, work with the contractor to determine a working schedule.

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## 6. LOCATION OF WORK

All work associated with this requirement must be completed using the Contractor's equipment and will be created at their location.

Meetings and consultations will be conducted at LAC's facilities at 395 Wellington Street, Ottawa or 550 Place de la Cité Boulevard, Gatineau.

There are no requirements for meetings and consultations outside the National Capital Region (NCR).

## 7. LANGUAGE OF WORK

English or French

## 8. SECURITY REQUIREMENTS

The Contractor will be escorted when on LAC property to attend meetings or working sessions. Furthermore, the Contractor must not manipulate collection material without supervision from a qualified LAC representative.

## 9. PERMITS

The Contractor must secure all necessary permits to ensure code compliance with federal, municipal and regional code requirements for such use.

## 10. WARRANTY AGAINST DEFECTS

The Contractor must warranty that all materials, components, craftsmanship and methods used in exhibit fabrication are free from defects, for all associated exhibits as part of this contract.

Attention in this respect must especially be given to (if applicable):

- graphics, paints and finishes must be highly-resistant to deterioration, colour fast and light fast;
- laminations and adhesions must be highly-durable and highly-resistant to de-lamination; and
- mechanical elements must be highly-durable.

## 11. WARRANTY FOLLOW-UP

The Client will advise the Contractor of exhibit deficiencies which must be corrected. The Contractor must subsequently, under warranty of this contract, correct all deficiencies quickly and efficiently – without expectation of additional remuneration. If the Client finds exhibit deficiencies are particularly numerous and/or significant, the Contractor must be prepared to attend an assessment of the exhibits with the Project Authority.

## ANNEX B

### BASIS OF PAYMENT

#### B.1. Firm Hourly Rates – Exhibit Services

The Contractor will be paid firm fixed all-inclusive hourly rates for the required Exhibit services. The firm all-inclusive hourly rates will form part of any resulting Contract and task authorizations.

The firm fixed hourly rates charged for Exhibit services are all-inclusive. They include the cost of labour, fringe benefits, general and administrative expenses, time in transit, overhead, profit and the like, excepting only Applicable Taxes.

There is no provision for overtime under this Contract.

| INITIAL CONTRACT PERIOD  |                              |
|--|------------------------------|
| Exhibit Services   | Firm hourly rate (in Cdn \$) |
| Administration and Project Management                                  | \$ / hour                    |
| Art Direction (design, creation and research)                          | \$ / hour                    |
| Graphic Design (graphic production, computer graphics, and renderings) | \$ / hour                    |
| Fabrication  | \$ / hour                    |
| Partial Installation   | \$ / hour                    |
| Remediation  | \$ / hour                    |

| TRAVELING EXHIBITION - OPTIONAL SERVICES      |                              |
|---|------------------------------|
| Exhibit Services                              | Firm hourly rate (in Cdn \$) |
| Administration and Project Management         | \$ / hour                    |
| Art Direction (design, creation and research) | \$ / hour                    |
| Fabrication                                   | \$ / hour                    |
| Remediation                                   | \$ / hour                    |

| COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES |                              |
|--|------------------------------|
| Exhibit Services                                     | Firm hourly rate (in Cdn \$) |
| Installation   | \$ / hour                    |

## B.2. Direct and Subcontracted Expenses

The Contractor will be paid a firm all-inclusive percentage mark-up on Direct and Subcontracted Expenses.

The firm all-inclusive percentage mark-up for Direct and Subcontracted Expenses Mark-up forms part of the resulting Contract and any subsequent task authorization.

### B.2.1 Direct Expenses

| Table B.2.1.a – Direct Expenses – INITIAL CONTRACT PERIOD |   |
|---|---|
| Firm All-Inclusive Percentage Mark-up on Direct Expenses  | % |

| Table B.2.1.b – Direct Expenses – TRAVELING EXHIBITION - OPTIONAL SERVICES |   |
|--|---|
| Firm All-Inclusive Percentage Mark-up on Direct Expenses                   | % |

| Table B.2.1.c – Direct Expenses – COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES |   |
|--|---|
| Firm All-Inclusive Percentage Mark-up on Direct Expenses                               | % |

Direct expenses include any expenses directly incurred by the Contractor during the performance of the Work or for the purpose of the project, relating to the purchase or rental of materials, equipment, supplies, or other required items.

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work.

Direct expenses will be charged at net cost with a **percentage mark-up in accordance with B.2.1** to cover overhead and profit.

All expenses, general and administrative, normally incurred in providing the services (i.e. project office space [including Contractor's hardware and software]; word processing; non-project specific reports; photocopying; courier and telephone charges; local travel and the like) are to be included in the prices for professional services identified herein, and will not be permitted as direct expenses under the Contract.



## B.2.2 Subcontracting

| Table B.2.2.a –Subcontracted Expenses – INITIAL CONTRACT PERIOD |   |
|---|---|
| Firm All-Inclusive Percentage Mark-up on Subcontracted Expenses | % |

| Table B.2.2.b –Subcontracted Expenses – TRAVELING EXHIBITION - OPTIONAL SERVICES |   |
|--|---|
| Firm All-Inclusive Percentage Mark-up on Subcontracted Expenses                  | % |

| Table B.2.2.c –Subcontracted Expenses – COMPLETE EXHIBITION INSTALLATION - OPTIONAL SERVICES |   |
|--|---|
| Firm All-Inclusive Percentage Mark-up on Subcontracted Expenses                              | % |

Subcontracted items include any expenses incurred during the performance of the Work or for the purpose of the project for which a separate contract exists between the Contractor and the person or firm providing the goods/services.

All subcontracted requirements will be provided at net cost with a **percentage mark-up in accordance with B.2.2** to cover overhead and profit.

Invoices from the Contractor to Canada must be accompanied by copies of invoices from the subcontractors. Invoices from second-tier subcontractors (the subcontractors of the Contractor's subcontractors) are not required under the contract.

For each subcontracted service over \$25,000 (taxes included) the Contractor must obtain competitive bids from no fewer than three (3) outside suppliers. The Contractor must provide to the Project Authority, the names of the suppliers who submitted bids, the total amount of each bid obtained, the selection criteria and results.

## **ANNEX C**

### **INSURANCE REQUIREMENTS**

#### **Commercial General Liability Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

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

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

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

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**Errors and Omissions Liability Insurance**

(1) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

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

(3) The following endorsement must be included:

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

## **ANNEX D to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)