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The Articles contains in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP. Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



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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:** includes the certifications to be provided;
- Part 6 Security 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:

- Annex "A"** - the Statement of Work
- Annex "B"** - Basis of Payment.

The Appendixes include:

the Evaluation Criteria and the Financial Proposal Form.

### 1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders to design and build a Canada pavilion that presents our consolidated message for the federal government (collaboration, innovation, expertise) and allows for individual messages from the participants with the participants being federal government departments/entities.

The period of the contract shall be from **date of Contract Award to October 17, 2019.**

#### 1.2.1 Security Requirement

There is no security requirement associated with this bid solicitation or any resulting contract.

#### 1.2.2 Trade Agreement

The requirement is subject to the provisions of the Comprehensive Economic and Trade Agreement (CETA), World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCoFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Panama Free Trade Agreement (CPaFTA), the Canada-Peru Free Trade Agreement (CPFTA), and the Canada-Korea Free Trade Agreement (CKFTA).



### **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-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.

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements**, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** "Public Works and Government Services Canada" and **Insert:** "Natural Resources Canada." **Delete:** "PWGSC" and **Insert:** "NRCan"
- **Section 2: Delete:** "Suppliers are required to" and **Insert:** "It is suggested that suppliers"
- **Subsection 1 of Section 8:**  
**Delete:** Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation

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

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Bids

It is the Bidder's responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

[purnima.kaul@canada.ca](mailto:purnima.kaul@canada.ca)

#### **IMPORTANT**

It is requested that you write the following information in "Subject" of the e-mail:

[\*\*\*NRCan-5000041469 and Fabrication of Government of Canada pavilion including components, graphics and required logistics for Prospectors and Developers Association of Canada \(PDAC\) annual conference 2019\*\*\*](#)

The address above is reserved for the submission of your proposal. No other communication should be sent to that address.

**Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.**

**NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.



## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **fifteen (15)** 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.

## 2.4 Applicable Laws

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

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

## 2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **fifteen (15)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

The following must be added to the bottom of all documents produced and subject to copyright:

© Her Majesty the Queen in Right of Canada, as represented by the Minister of Natural Resources, 201( )





## 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 (1 electronic copy)
- Section II: Financial Bid (1 electronic copy) in a separate file and document
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information – Resolution Sample (two (2) hard copies)

Prices should appear in the financial bid only. No prices should 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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.

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 must demonstrate their capability and describe their approach in a thorough, concise and clear manner for successfully 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 and may result in a loss of points. 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**

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "B". The total amount of Applicable Taxes must be shown separately.

### **3.2 Exchange Rate Fluctuation**

*SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation*

## **Section III: Certifications**

Bidders must submit the certifications as per Part 5.

## **Section IV: Additional Information**

Bidders must submit the Resolution Sample as per Part 3.



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## 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

Mandatory and point rated technical evaluation criteria are included in Appendix "A" – Evaluation Criteria.

#### 4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "A" – Evaluation Criteria.

### 4.2 Basis of Selection

#### 4.2.1 Highest Combined Technical Rating (70%) and Price (30%)

1. To be declared responsive for an applicable resource, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - a. meet all mandatory technical evaluation criteria.
2. Bids not meeting (a) or (b) or will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).



<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.71$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.71
<b>Overall Rating</b>		1st	3rd	2nd



## 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. 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 Declaration of Convicted Offences

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

### 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 – List of Names

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

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_



Member 2: \_\_\_\_\_  
 Member 3: \_\_\_\_\_  
 Member 4: \_\_\_\_\_

Identification of the administrators/owners:

SURNAME	NAME	TITLE

**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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 [Employment and Social Development Canada \(ESDC\) - 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.

**5.2.3 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

**5.2.4 Education and Experience**

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



**5.2.5 Former Public Servant**

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

**Definitions**

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

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

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

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

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

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.

Professional fees	Amount
_____	_____
_____	_____

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.

**5.2.6 Aboriginal Designation**

Who is eligible?

- a) An Aboriginal business, which can be:
  - i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR





- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.  
 Our Company is an Aboriginal Firm, as identified above.

---

Signature of Authorized Representative

---

Date



## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement associated with this bid solicitation or any resulting contract.



## 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 in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_. (to be completed at contract award)

### 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 (2018-06-21), General Conditions – Higher Complexity - Services**, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

#### 7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

**4007** (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

### 7.3 Dispute Resolution

#### *Mediation*

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

#### *Arbitration*

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.



### Meaning of "Dispute"

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

## 7.4 Security Requirements

There is no security requirement associated with this bid solicitation or any resulting contract.

## 7.5 Term of Contract

### 7.5.1 Period of the Contract

The period of the Contract is from **date of Contract Award to October 17, 2019**.

### 7.5.2 Option for PDAC 2020 Convention and PDAC 2021 Convention

The Contractor grants to Canada the irrevocable option to extend the term of the Contract for the following two (2) additional conventions:

- 1) **PDAC 2020**
- 2) **PDAC 2021**

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **fifteen (15)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.6 Authorities

### 7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: **Purnima Kaul**  
Title: Contracting Officer  
Organization: Natural Resources Canada  
Address: 580 Booth Street  
Ottawa, Ontario, K1A 0E4  
Telephone: 343-292-8358  
E-mail address: [purnima.kaul@canada.ca](mailto:purnima.kaul@canada.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.

### **7.6.2 Project Authority (to be provided at contract award)**

The Project Authority for the Contract is:

Name:

Title:

Address:

Telephone:

E-mail address:

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.

### **7.6.3 Contractor's Representative (to be provided at contract award)**

Name:

Title:

Telephone:

E-mail address:

## **7.7 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.

## **7.8 Payment**

### **7.8.1 Basis of Payment – Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ ([insert the amount at contract award](#)). Customs duties are included and Applicable Taxes are extra.

#### **7.8.1.1 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ ([Insert the amount of Limitation of Expenditure from 7.8.1](#)). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their



incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. 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.

**7.8.2 Method of Payment**

**Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

**7.8.3 Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

**7.9 Invoicing Instructions**

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p><a href="mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca">nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca</a></p> <p><b>Note:</b> Attach "PDF" file. No other formats will be accepted</p>
<b>OR</b>
<p><u>Fax:</u></p> <p>Local NCR region: <b>613-947-0987</b></p> <p>Toll-free: <b>1-877-947-0987</b></p>



**Note:** Use highest quality settings available.

Please do **not** submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: \_\_\_\_\_ *(to be provided at contract award)*

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

## 7.10 Certifications

### 7.10.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

### 7.11 Applicable Laws

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

## 7.12 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](#) - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) the general conditions [2035](#) (2018-06-21), General Conditions – Professional Services - Higher Complexity;
- (d) Annex "A" - Statement of Work;
- (e) Annex "B" - Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid)*.

## 7.13 Foreign Nationals

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)



#### **7.14 Insurance**

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.

#### **7.15 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).





## ANNEX "A" - STATEMENT OF WORK

### SW1 TITLE:

Fabrication of Government of Canada pavilion including components, graphics and required logistics for Prospectors and Developers Association of Canada Annual Conference 2019

### SW2 BACKGROUND

Event: Prospectors and Developers Association of Canada (PDAC)

Location: Metro Toronto Convention Center (MTCC)

Dates: March 3 – 6, 2019

Lead by Natural Resources Canada (NRCan), several federal departments and agencies are working together to have a joint presence at the annual conference held in Toronto by the Prospectors and Developers Association of Canada. This conference is one of the top four mining conferences in the world and the federal government's participation is multi-pronged: innovation, expertise and collaboration. Each participating department brings their own expertise to the pavilion – mineral knowledge and geoscience, investment opportunities, engagement with Indigenous communities, engagement with other countries, anti-corruption enforcement.



**PDAC 2019  
TRADE SHOW**  
MARCH 3 - 6, 2019  
EXHIBIT HALLS D & E - SOUTH BUILDING  
Metro Toronto Convention Centre  
Toronto, Canada

Please note: Floor plan is  
subject to change





## SW3 OBJECTIVE

The purpose of this requirement is to solicit proposals to design and build a Canada pavilion that presents our consolidated message for the federal government (collaboration, innovation, expertise) and allows for individual messages from the participants with the participants being federal government departments/entities. The pavilion should be open yet have semi-private areas, and be as visible as possible across the show floor.

## SW4 PROJECT REQUIREMENTS

### *SW4.1 Tasks, Deliverables, Milestones and Schedule*

The Government of Canada (GoC) pavilion space will be up to 2,100 sq. ft. (30' x 70'). Each participant gets an individual area, the size of which will be dictated by their budget for the event. The common areas will include a "welcome" desk, a presentation area with seating for 20, a "lounge" area, bistro table area, B2B meeting area (based on the design of a partner desk) and a storage area. (Please note that as per the space agreement with the show, each 10' x 10' space includes one (1) 120 volt electrical outlet; additional electrical outlets may be required.)

Individual areas (about 8): graphics, 32" monitor, computer to run the monitor, keyboard, mouse, wired Internet access, electrical outlet, lighting, literature pockets, small counter, 2 stools with backs

Welcome desk: graphics, large monitor, computer to run the monitor, keyboard, mouse, and laptop and colour printer, storage, electrical outlet, wired Internet access, cabinet under the desk has 1 shelf plus doors (Note: 2 computers in this area)

Presentation area with seating for 20: a single large monitor (60'–70'), with a computer/media player to run slide shows and/or videos, remote control, wireless lapel mic and a hand-held mic with a sound system/speakers with a mixer, podium with a podium sign or graphics panels that will be created to match our graphics, stool, elevated platform for the presenter; electrical outlet and wired Internet; ALSO require a media box for announcements/press conferences.

Lounge area: 2-seat couch with 2 small arm chairs to match; coffee table.

Bistro table area: 4 or 5 bistro tables with 4 stools each.

Locked display cases: 2 secure cases for displaying certain elements (plexiglass on top and easily viewable on all sides from a standing position; maximum size 4' wide x 2' deep x height for viewing.

Storage area: 1 or 2 closed off areas for the storage of publications as well as coats, briefcases and such; must include shelves and hanging rod or coat trees. (electrical outlet and wired Internet)

Hanging sign: Given that the pavilion is at the back of the main hall, we require a large hanging sign to help attendees find our exhibit area. This can be two signs instead of one and motion is an option if it is within the budget.

Large column at the front of the pavilion floor space: will need to be wrapped with graphics if we can get permission from the event organizer and facilities

Carpeting: good quality plus under-padding; colour to be determined by graphics/theme

Consolidation area for materials from the participants: Materials such as publications and promotional items will be shipped to a consolidation area at the pavilion builder's warehouse so that all materials will be delivered to the show floor at the same time.



Stanchions with extendable bands: 5 to 7

After the event/teardown: Graphics and other assorted panels and remaining materials get shipped to our storage facility in Gatineau, Quebec.

It is imperative that the company be able to issue separate invoices as required (to some of the pavilion participants).

#### Tasks include

- Complete exhibit/pavilion planning, installation and dismantling
- Be able to participate in the start-up meeting with the project team to review the pavilion scope, context, content and overall requirements
- Provide final design renderings from different angles and overhead, including
  - o Exhibition space and floor plans
  - o Electrical outlet and Internet placement
  - o Fabrication renderings with construction specifications
- Be available for interim meetings as required during the process
- Construction of approved design with no deviation unless approved in advance by NRCan's Project Authority
- Supervise and manage construction including providing all tools and resources
- Liaise with on-site show services, including submitting plans for approval by event organizers by the end of January and by Fire Safety in early February
- Order show services and rental forms to optimize advanced order rates, where possible
- Adhere to all rules and regulations governing design, construction and safety as provided by the event organizer and venue management as well as relevant labour laws
- Adhere to the rules for the Government of Canada federal identity program as well as the requirements for the *Official Languages Act*
- Submission for approval by the Project Authority of all graphics prior to production
- Upon completion of construction, an NRCan representative will conduct a thorough inspection of the venue with the contractor. Any errors, omissions or shortcomings of the construction or design shall be corrected immediately at no cost to NRCan.
- Have a supervisor on hand during the first hour of the event and the first hour of each day as well as prior to the last hour of the event; the dismantle team should be ready to proceed on schedule at the close of the event.
- Materials that are to return to the partners will be identified by the staff from the partners and consolidated back at the contractor's warehouse for preparation for shipping back to the partners. Each partner will be responsible for making their own arrangements for shipping back to their offices from the Contractor's warehouse.

**NOTE: We will have a total of two (2) days to set up the pavilion prior to the event opening day. If the winning bidder determines that extra time is required, they must arrange this with the event organizer.**



**Checklist of Tasks:**

- Three (3) proposed options for layout of the components in the space, with one (1) to have modifications as per NRCan
- Rental components: structure, furnishings, carpet/under padding, AV/monitors
- Cost per hour for any required graphic design
- Ordering of and paying for all required show services
- Production of all approved graphics
- Preparation of technical drawings to submit to organizers by due date (electrical, Internet)
- Installation (labour, supervision, no travel costs)
- Dismantle (labour, supervision, no travel costs)
- Preparation of two (2) show binders with all pertinent and up-to-date information including but not limited to all contacts for show services, lists of what was ordered from the various show services, printouts of all approved graphics, printouts of approved layouts (technical drawings); one binder must be shipped to Ottawa to the Project Manager <u>one week prior to set-up</u>
- Shipping from warehouse to MTCC and back with the bidder's warehouse also serving as a point of consolidation for partner materials being needed at the event

**SW5 OTHER TERMS AND CONDITIONS OF THE SOW**

*SW5.1 Contractor's Obligations*

Due to the timelines, the winning company must be ready with proposed options within two (2) days of award of contract and measurements for all graphics within two (2) days of confirmation of option choice.

*SW5.2 Location of Work, Work Site and Delivery Point*

Metro Toronto Convention Center



## ANNEX "B" - BASIS OF PAYMENT

*(to be completed at contract award)*



## APPENDIX “A” - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

### 1. TECHNICAL CRITERIA

#### 1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Requirements	Pass/Fail	Proposal Page #
M1	The proposed Bidder must have completed at least two (2) pavilions equal to or larger than 1,500 square feet in the past five (5) years.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
M2	<p>The proposed Bidder must provide two (2) written project summaries of pavilion projects completed in the past five (5) years. Within each project summary provided, bidders are requested to indicate:</p> <ol style="list-style-type: none"> <li>1. the name of the client organization;</li> <li>2. a brief description of the scope of services provided;</li> <li>3. the dates and duration of the project;</li> <li>4. the dollar value of the project (to the bidder);</li> <li>5. a description of the installation challenges;</li> <li>6. the name, address and telephone number of the client Project Authority to whom the Bidder reported.</li> </ol> <p><b><i>NRCan reserves the right to contact the named client Project Authorities to verify the accuracy and veracity of each of the Bidder’s cited Project Summaries.</i></b></p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Criterion ID	Mandatory Requirements	Pass/Fail	Proposal Page #
<b>M3</b>	The proposed Site Supervisor for this project <b>MUST</b> have completed at least two (2) pavilions equal to or larger than 1,200 square feet in the previous five (5) years. Bidders must include within their proposal a detailed curriculum vitae (CV) for the proposed site supervisor for this installation showing the proposed resource’s work experience (must be indicated in years/months) in the installation of large pavilions.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M4</b>	Using the attached high resolution pdf, the Bidder <b>MUST</b> provide printed colour samples of materials being considered as part of your bid for use for the primary graphics. There should be at least two (2) samples: <ul style="list-style-type: none"> <li>- one (1) on fabric; and</li> <li>- one (1) on the signboard</li> </ul> that will be proposed (e.g. cintra, lexan). These will be used in <b>R3</b> .	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M5</b>	The proposed Bidder <b>MUST</b> provide a reference letter/email from the client for each of the two (2) project summaries specifying that the project was completed in accordance with amendments made by client on time, on budget and in keeping with the established project goals.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M6</b>	The Bidder’s proposal <b>MUST</b> include three (3) options for the look/layout of the pavilion, taking the various “areas” listed in the Statement of Work into consideration.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M7</b>	The Bidder’s proposal <b>MUST</b> be well organized with clear responses to the mandatory and rated requirements and the pages must be numbered.	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## 1.2 Evaluation of Rated Criteria

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required for each rated criterion to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Point breakdown	Maximum Points	Proposal Page #
<b>R1</b>	<b>Project Summaries</b>  The two (2) submitted project summaries provided in response to <b>M2</b> will be evaluated against the proposed Bidder’s experience in successfully designing, constructing and installing a large pavilion exhibit on the relevance, similarity and applicability	Max 20 points: (10 points each, based on thoroughness of information and similarity to this requirement where similarity refers to size,	<b>40</b>	



Criterion ID	Point Rated Technical Criteria	Point breakdown	Maximum Points	Proposal Page #
	<p>to NRCan’s requirement. (similarity refers to size, timeline and scope of multiple unique participants/programs under one umbrella).</p>	<p>timeline and scope of multiple unique participants/programs under one umbrella).</p> <p><b>10 points:</b> large space (over 1,500 square feet), 3 or more unique participants/programs, 5 weeks to plan and produce</p> <p><b>8 points:</b> large space (over 1,500 square feet), 3 or more unique participants/programs, 5 – 10 weeks to plan and produce OR large space, 2 unique participants/programs, 5 weeks to plan and produce</p> <p><b>6 points:</b> large space (over 1,500 square feet), 5 weeks to plan and produce (only 1 participant/program)</p> <p><b>4 points:</b> medium space (600 – 1,500 square feet), 5 weeks to plan and produce.</p>		
<b>R2</b>	<p>With regard to <b>M3</b>, the proposed Site Supervisor’s (main resource’s) previous experience will be evaluated against the requirements of this project:</p> <p>(equivalent refers to size, timeline and scope of multiple unique participants/programs under one umbrella).</p>	<p>The proposed Site Supervisor’s previous experience will be evaluated against the following factors:</p> <ul style="list-style-type: none"> <li><b>10 points</b> for installation/dismantle of an equivalent pavilion installed in the previous twelve (12) months</li> </ul>	<b>20</b>	





Criterion ID	Point Rated Technical Criteria	Point breakdown	Maximum Points	Proposal Page #
		<p>(where equivalent is 1,200 square feet or larger with multiple participants)</p> <ul style="list-style-type: none"> <li>• <b>8 points</b> for an installation/dismantle of an equivalent pavilion in the previous two to five (2–5) years</li> <li>• <b>6 points</b> for an installation/dismantle of a pavilion larger than 1,200 square feet in the previous five (5) years</li> <li>• <b>2 points</b> for installation/dismantle of large exhibits in the previous five (5) years;</li> <li>• <b>0 points</b> for not enough information provided</li> </ul>		
R3	<p>Colour sample of production output: using the attached high resolution pdf, please provide two (2) section samples no smaller than 11" x 17" of the image at a full size of 36" x 36" output on the material that is proposed for the main graphic use on the pavilion and produced on the equipment that would be used for production; one must be on fabric and the other must be on the signboard material proposed.</p>	<p>Max 20 points: The colour sample of production output will be evaluated by comparison against an existing output of the pdf:</p> <ul style="list-style-type: none"> <li>• <b>10 points</b> for crispness (contrast, sharpness, colour balance) and clarity of the section of output of the pdf that</li> </ul>	20	



Criterion ID	Point Rated Technical Criteria	Point breakdown	Maximum Points	Proposal Page #
		<p>matches or exceeds the existing output;</p> <ul style="list-style-type: none"><li>• <b>8 points</b> for crisp but contrast and colour balance less than the existing output;</li><li>• <b>6 points</b> slightly less crispness (contrast, sharpness, colour balance) and clarity of the section of the output when compared to the existing sample but still acceptable;</li><li>• <b>0 points</b> poor quality output when compared to the existing output.</li></ul>		
<b>Total Points Available</b>			<b>80</b>	



## 2. FINANCIAL CRITERIA

### 2.1 Mandatory Financial Criteria

Bidders must provide financial details as requested in this appendix. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

#### 2.1.1 Funding Limitation

The maximum funding available for the Contract resulting from the bid solicitation is **\$407,000.00** (Applicable Taxes extra) **except** for **Optional Services** as follows:

Contract Period and Convention	Funding Limitation
From date of Contract award to October 17, 2019 for PDAC 2019	<b>\$130,000</b>
From October 18, 2019 to October 17, 2020 for PDAC 2020	<b>\$135,000</b>
From October 18, 2020 to March 31, 2021 for PDAC 2021	<b>\$142,000</b>

Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

**Optional Services:** the overall graphic design for the pavilion will be handled internally; however, in the event that additional graphic design services are required, the maximum for graphic design services for this bid solicitation is **\$8,300.00** (Applicable Taxes extra) as follows:

DESCRIPTION	FIRM HOURLY RATE	NUMBER OF HOURS REQUIRED	COST \$ MAXIMUM
<b>Optional services:</b> Graphic Design for PDAC 2019 from date of Contract award to October 17, 2019	\$		\$ _____
<b>Maximum Total</b>			<b>\$ 2,500.00</b>
<b>Optional services:</b> Graphic Design for PDAC 2020	\$		\$ _____
<b>Maximum Total</b>			<b>\$ 2,800.00</b>
<b>Optional services:</b> Graphic Design for PDAC 2021	\$		\$ _____
<b>Maximum Total</b>			<b>\$ 3,000.00</b>

Bids valued in excess of this total amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum **includes a) the Price to perform the Work, and b) any applicable Travel and Living.**

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.



## APPENDIX “B” – FINANCIAL PROPOSAL FORM

### 1. Firm Price

Bidder tendered all-inclusive firm price to perform the work is Canadian funds, applicable taxes excluded. Any applicable Travel and Living Expenses must be included in the firm price.

DESCRIPTION	FIRM PRICE (applicable taxes excluded)
Professional Services for PDAC 2019 from <b>date of Contract award to October 17, 2019</b>	\$ _____
Professional Services for PDAC 2020	\$ _____
Professional Services for PDAC 2021	\$ _____
<b>A - Total Firm Price (taxes extra):</b>	\$ _____

### 2. Limitation of Expenditure – Supplementary cost (on demand)

The firm hourly rates in this table are used to determine the services cost in case there is change in the firm price’s statement of work. Please note that the effort in the table below only consists as an estimated for evaluation.

The firm hourly rates offered by the bidder for the additional work should be all-inclusive (in Canadian funds) prices. Applicable taxes are excluded. Any applicable Travel and Living Expenses must be included in the firm price.

A	B	C	D (BxC)
Description	Firm Hourly Rate	Number of hours Required	Total Costs for Professional Fees
Optional services: Graphic Design for PDAC 2019 from <b>date of Contract Award to October 17, 2019</b>	\$		\$
Optional services: Graphic Design for PDAC 2020	\$		\$
Optional services: Graphic Design for PDAC 2021	\$		\$
<b>B - Total Price – Firm Hourly Rate :</b>			\$



### 3. Bid Price

A - Total Firm Price	\$ _____
B - Total Price – Firm Hourly Rate	\$ _____
A + B = <b>Total Tendered Price for financial proposal evaluation</b> (taxes extra) :	\$ _____