



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> ec.soumissions-bids.ec@canada.ca</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Last Mountain Lake National Wildlife Area Interpretive Pavilion Displays and Interactive Exhibits</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000048068</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2020-12-04</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 3:00 P.M. on – le 2020-12-21</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Standard Time</p>	
	<p><b>F.O.B – F.A.B</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a></p>		
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b></p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2021-06-25</p>		
	<p><b>Destination - of Services / Destination des services</b> Saskatchewan, Canada</p>		
	<p><b>Security / Sécurité</b> There is no security requirement associated with this requirement.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>		
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>			
<p><b>Signature</b></p>	<p><b>Date</b></p>		

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## Last Mountain Lake National Wildlife Area Interpretive Pavilion Displays and Interactive Exhibits

### PART 1 – GENERAL INFORMATION

#### 1. Security Requirement

1.1 There is no security requirement associated with this requirement.

#### 2. Statement of Work

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

#### 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### PART 2 – BIDDER INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC *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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

**At Section 05 Submission of Bids, Subsection 05 (2d):**

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 08 Transmission by Facsimile, Subsection 08 (1):**

**Delete:** In its entirety

**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

**At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:**

**Delete:** In their entirety

**Insert:** "Deleted"

**At Section 17 Joint Venture, Subsection 17 (1) b.:**

**Delete:** "the Procurement Business Number of each member of the joint venture,"

**Insert:** "Deleted"

**At Section 20 Further Information, Subsection 20 (2):**

**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (4)**

**Delete:** "sixty (60) days"

**Insert:** "one hundred and twenty (120) days"

**2. Submission of Bids**

- 2.1** Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

**3. Former Public Servant – Competitive Bid**

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 FPS, 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 FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure 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.

**4. Enquiries - Bid Solicitation**

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

## 5. Applicable Laws

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

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.

## 6. Basis for Canada's Ownership of Intellectual Property

Environment 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:

- (6.4.1) 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

### 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)

Section III: Certifications (1 electronic 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.

#### Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Standard Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: Heidi Noble

Solicitation Number: 5000048068

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

**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 carry out the Work

**Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

**1.1 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each task of the Work, **as applicable**:

- (a) Professional fees (if applicable): For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.  
The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:
  - (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within Saskatchewan;
  - (ii) travel between the successful bidder's place of business and Saskatchewan; and
  - (iii) the relocation of resources.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**1.2** Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

**Section III - Certifications**

**1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

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

**1.1 Technical Evaluation**

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

**1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4**

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

**1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4**

A proposal must obtain the required minimum score of 35 points in the technical evaluation criteria to be considered responsive.

**1.2 Financial Evaluation****1.2.1 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$100,000.00 applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit the Department to pay such an amount.		

**1.3 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 40 points

The proposal with the lowest price receives the maximum 40 points, and all higher priced proposals will be pro-rated relative to the lowest price



**2. Basis of Selection**

**2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory financial criteria;and
  - (c) obtain the required minimum score of 35 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
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.
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- .

**Solicitation: 5000048068**

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000 (55).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

<u>Contractor</u>	Contractor 1	Contractor 2	Contractor 3
Overall Technical Score	95/100	65/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$95/100 \times 60 = 57$	$65/100 \times 60 = 39$	$80/100 \times 60 = 48$
Pricing Score	$55/75 \times 40 = 29.33$	$55/55 \times 40 = 40$	$55/65 \times 40 = 33.85$
Combined Rating	86.33	79	81.85
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

## ATTACHMENT 1 TO PART 4

## MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

## MANDATORY TECHNICAL CRITERIA:

NUMBER	MANDATORY TECHNICAL CRITERION	Reference to Page Number in Bid  [Contractor to insert]	Compliant (Yes / No)  [ECCC to insert]
<b>MT 1</b>	The proposal must include a statement of understanding of the Work to be undertaken. The proposal must present a detailed work plan and describe how the Bidder would carry out the tasks to achieve the project objectives.		
<b>MT 2</b>	The Bidder must identify each of its proposed resources and provide a resume for each proposed resource.		
<b>MT 3</b>	The Bidder must identify a project manager with:  (a) At least seven (7) years within the last ten (10) years of experience managing projects.  (b) At least five (5) years within the last ten (10) years of experience working on projects related to interpretation of ecology and natural history, including human ecology, as described in the Statement of Work.		
<b>MT 4</b>	The Bidder must demonstrate that its proposed project manager has completed 2 projects developing engaging, accurate, and interactive interpretive experiences for important natural areas. and engaging ways for a wide-ranging audience.		
<b>MT 5</b>	The Bidder must demonstrate that its proposed project manager has completed 2 projects with First Nations partners.		

**POINT RATED TECHNICAL CRITERIA:**

Criteria #	Point Rated Technical Criteria	Reference to Page Number in Bid (Bidder to insert)	Maximum Points Available	Points Received
	<p><u>Work Plan</u>                      Understanding of project, methodology, milestones, approach, and limitations and proposed solutions</p> <p style="text-align: center;">Minimum score required: 25 points                      Maximum score: 45 points</p>			

RT 1	<p><u>Work Plan:</u></p> <p>Proposed work plan meets project scope, objectives and satisfies the statement of work. This should include the following key components:</p> <ul style="list-style-type: none"> <li>• understanding of project;</li> <li>• methodology,</li> <li>• milestones;</li> <li>• approach; and</li> <li>• limitations and proposed solutions</li> </ul> <p>The Bidder has provided a detailed and clear description of its work plan and addresses each component. (10 points)</p> <p>The Bidder has provided a description of the work plan but that lacks details in one of the key components. (8 points)</p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in two of the key components. (6 points)</p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in three of the key components. (4 points)</p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in four of the key components. (2 points)</p> <p>The Bidder has provided a description of the work plan that will be used that lacks details in all of the key components. (0 point)</p>		10	
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RT 2	<p><u>Understanding of Project:</u></p> <ul style="list-style-type: none"> <li>The bid is very well defined and comprehensive. Demonstrates a strong understanding of the project objectives and needs. <b>(10 points)</b></li> <li>The bid is adequately defined but missing minor elements. Demonstrates an acceptable understanding of the project objectives and needs. <b>(5 points)</b></li> <li>The bid does not contain an explanation of the Bidder's understanding of the Work. Does not clearly demonstrate that the Bidder understands the requirements well enough to complete the project. <b>(0 point)</b></li> </ul>		10	
RT 3	<p><u>Methodology:</u></p> <ul style="list-style-type: none"> <li>The methodology is clear, logical, comprehensive and exceeds expectations in meeting project objectives and fulfilling each task under the Statement of Work. <b>(10 points)</b></li> <li>The methodology is clear, logical and meets expectations in achieving project objectives and fulfilling each activity under the Statement of Work. <b>(5 points)</b></li> <li>The methodology is weak and confusing and is not expected to meet the objectives. <b>(0 point)</b></li> </ul>		10	
RT 4	<p><u>Milestones and Approach:</u></p> <ul style="list-style-type: none"> <li>The bid clearly assigns tasks and required timeframes to each proposed resource. It also clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work. <b>(5 points)</b></li> <li>The bid is missing information related to the proposed resources, milestones, timelines and deliverables for the requirements identified in the Statement of Work. <b>(0 point)</b></li> </ul>		5	

<p><b>RT 5</b></p>	<p><u>Limitations and Proposed Solutions:</u></p> <p><i>The Bidder should demonstrate its ability to recognize possible problems, propose solutions, and additional innovative and feasible suggestions.</i></p> <p>The bid has identified possible problems and includes proposed solutions that are innovative, feasible and efficient. (10 points)</p> <p>The bid has identified possible problems and includes proposed solutions which are innovative and feasible but are not efficient. (8 points)</p> <p>The bid has identified possible problems and includes proposed solutions but which are not innovative, feasible or efficient. (6 points)</p> <p>The proposal has identified possible problems but does not include any proposed solutions. (3 points)</p> <p>The proposal has not identified any possible problems. (0 point)</p>		<p>10</p>	
<p><u>Experience of the Bidder's Proposed Project Team</u> (excluding the Project Manager). <b>Minimum score required: 10 points</b> <b>Maximum score: 20 points</b></p>				
<p><b>RT 6</b></p>	<p>The Bidder should demonstrate in its proposal the experience of the Project Team, excluding the project manager's experience, in undertaking interpretation of natural history and ecology of the Canadian grasslands, including human ecology, in interactive and engaging ways for a wide-ranging audience.</p> <p>Number of projects interpreting natural history and ecology of the Canadian grasslands, including human ecology, in interactive and engaging ways for a wide-ranging audience.</p> <p>2 point per project up to a maximum of 10 points</p>		<p>10</p>	

<b>RT 7</b>	<p>The Bidder should demonstrate in its proposal the recent experience of the Project Team (Excluding the Project Manager) in developing engaging, accurate, and interactive interpretive experiences for important natural areas.</p> <p>Number of projects developing engaging, accurate, and interactive interpretive experiences for important natural areas.</p> <p>* Recent is defined as a project completed with 5 years from date of bid closing</p> <p>2 point per project up to a maximum of 10 points</p>		10	
	<p style="text-align: right;"><b>Total Points:</b></p> <p style="text-align: center;"><b>(Minimum points: 35 points)</b></p>		<b>65</b>	



## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated 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 in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 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 ([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.

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 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. Failure to comply with the request may result in the bid being declared non-responsive.

**2.2 Education and Experience**

SACC Manual clause A3010T (2010-08-16) Education and Experience

**PART 6 - RESULTING CONTRACT** *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

**Title:** *(insert title at contract award)*

**1. Security Requirement**

**1.1** There is no security requirement applicable to this Contract.

**2. Statement of Work**

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

**3. Standard Clauses and Conditions**

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

**3.1 General Conditions**

2010B (2020-05-28) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

**At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 13 Transportation Carriers" Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

**At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "36 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

**A. For professional services requirements where the deliverables are copyrightable works:**

**Canada to own Intellectual Property rights in Copyright**

**At Section 19 Copyright**

Delete: In its entirety

Insert:

1. In this section:  
 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.  
 "Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;  
 "Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

**4. Term of Contract**

**4.1 Period of the Contract**

The period of the Contract is from date of Contract to June 25, 2021 inclusive.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Environment Canada  
 Procurement and Contracting  
 Address: \_\_\_\_\_  
  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 Email address: \_\_\_\_\_

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

**5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

The Technical Authority named above 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 Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**5.3 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

**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. Payment**

**7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**7.2 Limitation of Expenditure**

(a) Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are (*insert "included", "excluded" or "subject to exemption"*) and Applicable Taxes are extra.

- (b) 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:
  - (i) when it is 75 percent committed, or
  - (ii) four (4) months before the contract expiry date, or
  - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) 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.

**8 Invoicing Instructions**

**8.1 Milestone Payments**

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
  - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

**8.2 Schedule of Milestones**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

<b>Schedule of Milestones</b>		
<b>Number</b>	<b>Tasks and Deliverables</b>	<b>Due Date</b>
<b>I.</b>	<b>Kick-off Meeting via Conference Call</b>	No later than January 25, 2021
<b>II.</b>	<b>Methodology</b> 1) Project plan 2) Project methodology recommendations	February 22, 2021

Schedule of Milestones		
Number	Tasks and Deliverables	Due Date
	document 3) Project type evaluation matrix template 4) Presentation (Power Point)	
III.	<b>Existing Project Type Analysis</b> 1) Completed evaluation matrices for existing project types	March 1, 2021
IV.	<b>Phase 1 Summary Report</b> 1) Phase 1 Summary Report	March 15, 2021
V.	<b>Emerging Project Type Analysis</b> 1) Rationale document for which emerging project types to include in Phase 2 2) Completed evaluation matrices for emerging project types.	March 31, 2021
VI.	<b>Phase 2 Summary Report</b> 1) Draft Phase 2 Summary Report (MS Word) 2) Final Phase 2 Summary Report (MS Word) 3) Final Summary Presentation - Phase 1 and 2 (Power Point)	April 15, 2021 April 30, 2021 May 7, 2021
VII.	<b>Phase 3 – Supervise Fabrication</b> 1) Supervise the implementation of the fabrication process <b><i>Subject to the Technical Authority's approval</i></b>	June 25, 2021

## 9. Certifications

### 9.1 Compliance

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

## 10. Applicable Laws

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

## 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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s).*)

## **12. Insurance 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

## ANNEX A STATEMENT OF WORK

### 1.0 TITLE:

#### **Last Mountain Lake National Wildlife Area Interpretive Pavilion Displays and Interactive Exhibits**

### 2.0 BACKGROUND:

For more than a century, Last Mountain Lake (LML) National Wildlife Area (NWA) has been officially recognized as a special place for wildlife. This area was first protected in 1887, when 1025 hectares (ha) of land at the north end of LML were set aside as breeding grounds for wild fowl, becoming the first federal bird sanctuary in North America. Two main factors contribute to attracting such a wealth of birdlife to the area: its good habitats, as one of the most productive lakes in southern Saskatchewan; and its strategic location in the heart of the central flyway of North America. Spectacular populations of migrating ducks, geese, Sandhill Cranes and other birds use the area as they travel across the Great Plains, between their northern breeding grounds and southern wintering grounds.

Over 301 species of birds have been recorded at LML NWA during migration. Up to 50,000 cranes, 450,000 geese and several hundred thousand ducks can be observed when migration peaks. Although less conspicuous, scores of songbirds, shorebirds and birds of prey spend from a few days to a few weeks every year in the area. Birds travelling through at least 25 different countries, from arctic Canada to Argentina, use LML's rich habitats. The NWA is also an important breeding ground for at least 100 species of birds, many of which are unique to the prairie region. More than 9 species of shorebirds, 43 species of songbirds and 13 species of ducks nest within the limits of the NWA. Colonial nesters are also particularly dependent upon the statutory protection afforded by the NWA. These birds nest in mixed colonies on several islands on the lake or on floating platforms in the marsh and are very sensitive to disturbance during the breeding season.

In 2016, ten (10) NWAs were selected by the Canadian Wildlife Service (CWS) of Environment and Climate Change Canada (ECCC) for investment to "connect Canadians to nature". Because of its status as a flagship NWA and proximity to urban centers in Saskatchewan, LML NWA is one of those ten (10) selected NWAs. An interpretive site plan was developed for LML NWA and (Migratory Bird Sanctuary) MBS in 2016, and built components of that plan were designed in 2017. Construction began in 2019, and is nearly completed for the Pavilion, a Picnic/Event Hub, and a new Observation Tower at the headquarters node.

LML NWA is located 150km north of Regina, and 175km southeast of Saskatoon. The pavilion will be open to the public year-round, during daylight hours. Prior to this construction, the site has received 500 to 1,000 signed-in visitors annually at the headquarters, and more that do not sign in. Local towns of Imperial, Watrous, Nokomis and Raymore have elementary and high schools which use our site to enrich their science curriculum with field trips. The resort communities of Last Mountain Regional Park and Etter's Beach are the closest communities with high visitation in the summer. While ECCC wishes to attract more people to LML NWA, of more importance is a high-quality experience that facilitates learning, enjoyment, and a long-lasting relationship with nature both at LML NWA in particular, and with nature in general. ECCC wishes to accomplish this through unique events, captivating programming and engaging visitor services.

#### **Pavilion and Exhibits Overview**

ECCC wants its visitors' experiences to be memorable and engaging. Instead of providing static display panels full of text, it is critical that these new exhibits meaningfully engage visitors by forging emotional and intellectual connections between their interests and the stories of history of the area, ecosystem management and conservation. The exhibits should be interactive, fun, engaging, meaningful, and profound. The landscape around the pavilion and the interpretive materials within the landscape should be interactive, touchable, appropriate to changing seasons, and enticing to visitors.

It is very important that the new exhibits be low maintenance and require a low level of expertise to operate them.



### 3.0 OBJECTIVE:

The intent of this project is to develop interpretive content for the newly completed and vacant interpretive pavilion ("Pavilion") at the LML NWA and Migratory Bird Sanctuary (MBS). The objective is to obtain a concept design and a detail design package (including graphic work and working drawings) for the exhibits, a plan for soft landscaping of the area around the Pavilion, and supervision of implementation of that plan through the spring and summer of 2021.

### 4.0 SCOPE OF WORK:

The Contractor must perform the following activities:

The Contractor must provide professional services to create a concept design, provide content development, create a detailed design package (including all graphic work and working drawings).

The Contractor must provide coordination and direction for the delivery of the successful design detail. The Contractor must oversee supply final design, detailing, fabrication, shipment, assembly, installation and training for the LML NWA Pavilion exhibits. This includes graphics, millwork, lighting, electrical, exhibits, artifact and object mounts, audio-visual hardware, programming and finishing work. The Contractor must identify one (1) person to serve as their project manager and liaison to LML NWA.

The Contractor must provide the following:

- (a) A **project schedule** that identifies, in detail, tasks and timing to be considered in the design, content development, fabrication, installation and staff training phases of the LML NWA Pavilion project; this schedule must be updated regularly as the project progresses.
- (b) A **conceptual design package** that includes brainstorming a variety of approaches, followed by a recommendation of a concept for the LML NWA Pavilion, including the green space surrounding the Pavilion, that meets the space and budget allocated. Following approval of a conceptual design approach, move forward to create a design package including Class D estimates (+/- 30%).
- (c) A **content package** which includes storyline, final text, image and illustration captions, scripts and text for videos and other digital media and other related content. This also includes any associated research necessary to create the above.
- (d) Upon approval of the design package by May 7, 2021, coordinate and direct development of:
  - a. A detailed design package
  - b. Fabrication or purchase of components / services
  - c. Shipping
  - d. Installation and clean-up
  - e. Implementation and training
  - f. Warranty
  - g. Optional Support

Further details about each element of the Scope of Work are provided in section 9. *Deliverables*.

### 5.0 GENERAL CONDITIONS:

#### 5.1. Applicable Documents

- a) **Appendix 1 to Annex A:** Floor Plan of the LML NWA Pavilion (2 diagrams)
- b) **Appendix 2 to Annex A:** Images of the Current Space (15 photos)

The Contractor will be provided further information about LML NWA and MBS.

#### 5.2. Design Process

The content and design for the exhibits must be developed in collaboration with the LML NWA Manager and interpretive staff. This is to ensure that the facility meets the needs of the CWS, its partners and its visitors, and to ensure that it accurately reflects the messages and stories of conservation and ecology at LML NWA and MBS and the site's history. The Technical Authority (who is also the LML NWA Manager) will act as the liaison between the Contractor and CWS staff and partners, however the Contractor can be asked to present materials to staff or partners. The Contractor must at all times demonstrate sensitivity and respect to LML's First Nation and Métis partners.

All exhibits must be designed to be fabricated with materials that are high quality, durable and low maintenance. The exhibits are located in the visitor center, the building is heated in the winter and cooled in the summer. The minimum building temperature in the winter is 10°C and 25°C in the summer. The exhibit area has large windows overlooking the natural grassland and marsh landscape.

### 5.3. Sub-Contractors

In the event that the Contractor subcontracts any portion of the work outlined in this contract, a list of any potential sub-contractors must be provided to the Technical Authority. Subcontractors remain the sole responsibility of the Contractor.

## 6.0 COURSE MATERIAL:

### 6.1. Resources and Research Material

The CWS will provide the Contractor with a resource package for use in the development of content and exhibit design. This package must include, but is not limited to: LML NWA and MBS historical and ecological materials, interpretive plan, site documents etc.

The Technical Authority will support the Contractor in their research by providing access to key staff, materials (including photos) and facilitating necessary relationships with key stakeholders and specialists.

Research is part of section 6.2. *Research, Content Development and Writing Services*. This is for all research, content development and writing required for all the exhibits that must be part of the detailed design package. The amount of research required will depend on the writer's familiarity with the exhibit themes and content. For example, the researcher must learn about the ecology of the Moist Mixed Grassland Ecoregion, the central flyway, settlement in the area and designation of the bird sanctuary, and work with the LML NWA staff to determine the most important messages to include in the exhibit. Research associated with these exhibits can involve working with other individuals in the region.

### 6.2. Research, Content Development and Writing Services

The Contractor must develop a **content package**, based on solid interpretive planning and interpretive writing techniques, which includes storyline, final text, image and illustration captions, scripts and text for videos and other digital media and other related content for all exhibit components. The Contractor must be the lead on the research necessary for the development of the content, storyline and final text. CWS will provide assistance in this area where feasible.

CWS requires research, content development and interpretive writing services from a cultural interpretive writer with experience in engaging and captivating audiences.

CWS has a fairly extensive photo collection and a limited video collection. Any additional video, imagery or sound effects that are required must be part of the fabrication budget. Any physical objects required for exhibits must be part of the fabrication budget.

No new video footage is planned for capture as part of this project however CWS would consider obtaining usage rights for video footage obtained by others in order to enhance the visitor experience of the exhibit.

### 6.3. Languages and Texts

All deliverables produced by the Contractor must be installed for public display and must be in both English and French. Where appropriate, local First Nations and Métis languages could be integrated into some exhibits. The Technical Authority and the Contractor must determine where to integrate these languages.

The Technical Authority will provide all French or other language translations for all final texts and scripts. French translations require a minimum of two (2) weeks. Translation into any First Nations and Métis languages may take longer than two weeks, therefore planning must be done accordingly.

#### **6.4. Images**

The Technical Authority will provide a collection of images (historical and contemporary) to be used in the exhibits based on requirements outlined by the Contractor. Any additional images required must be sourced and acquired by the Contractor.

The Contractor is responsible for the digitization of the images, as required. The Contractor is responsible for selecting the images, in collaboration with the Technical Authority, based on the design criteria. The Technical Authority reserves the right to make the final selection, and could request changes.

The Contractor is responsible for sourcing or developing all graphics, artworks, illustrations and texts for all displays.

#### **6.5. Digital Interactive Displays**

The purpose is to create and produce bilingual (English and French) fun and interactive digital exhibits for the LML NWA Pavilion, as will be determined in the concept design and detailed design plans as part of this contract. It is critical that the needs and interests of the target markets for the visitor centre exhibits are considered in all aspects of the development of the digital media. In the development of the programs, the Contractor will be guided by the interpretive objectives and main themes of the exhibits, as determined in the concept design plan. The programs will seek to communicate the key messages of LML NWA and MBS, CWS, and ECCC (as appropriate).

The Contractor must provide professional services and be responsible for developing the following elements for all digital interactive displays:

- (a) Provide expert advice on exhibit digital interactive displays, including how to best incorporate them;
- (b) Concept design with wireframes;
- (c) Develop creative treatments, storyboards, and draft programs for input and approval by the Technical Authority;
- (d) Detailed design;
- (e) Working drawings/specifications on millwork required to house the digital media - included in the detailed design package;
- (f) Screen shots of the program which provide a sense of the program's purpose, look and feel and overall experience that a visitor will have when engaged with this program – to be included in the detailed design package;

The Technical Authority has access to a small collection of videos and photographs which will be made available to the Contractor. It is difficult to provide information about what gaps exist given the early stages of the project.

#### **7.0 MEETINGS:**

At minimum, the Contractor must meet with the Technical Authority and/or the project team (as determined by the Technical Authority) in person and, as necessary, other members of the Contractor's Team, on a minimum of five (5) occasions during the term of the Contract, as follows:

- (a) Start-up meeting and site visit at a mutually agreeable date and time after award of Contract. At this meeting one of the key objectives is the planning of the project schedule and deliverables. The Contractor must also plan for enough time to familiarize themselves with the project needs and objectives, the area/facilities and meet key individuals associated with the project. Estimated to take two (2) days at LML NWA, SK;
- (b) Two (2) meetings to review or discuss feedback on the revised conceptual design. At least one (1) meeting will be in-person.
- (c) Two (2) meetings to review and discuss implementation process and feedback on progress of implementation. At least one (1) meeting will be in-person.

Start-up meeting must be clearly identified in the project schedule. Weekly phone meetings between the Contractor and Technical Authority are required. Meeting dates must be flexible and mutually agreed upon between the Technical Authority and the Contractor. Meeting dates will occur Monday to Friday and within the hours of 8:30 a.m. to 4:30 p.m. CST.

**8.0 FIRST NATIONS AND MÉTIS PARTICIPATION:**

LML NWA is developing contacts to advise on the development of the new exhibits. This group consists of participants from local Treaty 4 First Nations and Métis organizations. Our goal is to gain advice and recommendations to incorporate First Nations and Métis perspective into the displays. The Contractor could be requested to present materials at meetings. Feedback provided by this group must be considered by the Contractor and Technical Authority and integrated where appropriate.

**9.0 DELIVERABLES:**

The Contractor must submit the concept plan, detailed design package.

All relevant project material must be of professional quality and provided in digital format (PDFs and a workable final file provided in Adobe Creative Cloud with active layers). CWS uses Windows based computers.

**Table 1 – Schedule of Milestones**

<b>Schedule of Milestones</b>		
<b>Number</b>	<b>Tasks and Deliverables</b>	<b>Due Date</b>
<b>I.</b>	<b>Kick-off Meeting via Conference Call</b>	No later than January 25, 2021
<b>II.</b>	<b>Methodology</b> 5) Project plan 6) Project methodology recommendations document 7) Project type evaluation matrix template 8) Presentation (Power Point)	February 22, 2021
<b>III.</b>	<b>Existing Project Type Analysis</b> 2) Completed evaluation matrices for existing project types	March 1, 2021
<b>IV.</b>	<b>Phase 1 Summary Report</b>	March 15, 2021

Schedule of Milestones		
Number	Tasks and Deliverables	Due Date
	2) Phase 1 Summary Report	
V.	<b>Emerging Project Type Analysis</b> 3) Rationale document for which emerging project types to include in Phase 2 4) Completed evaluation matrices for emerging project types.	March 31, 2021
VI.	<b>Phase 2 Summary Report</b> 4) Draft Phase 2 Summary Report (MS Word) 5) Final Phase 2 Summary Report (MS Word) 6) Final Summary Presentation - Phase 1 and 2 (Power Point)	April 15, 2021 April 30, 2021 May 7, 2021
VII.	<b>Phase 3 – Supervise Fabrication</b> 2) Supervise the implementation of the fabrication process <b><i>Subject to the Technical Authority's approval</i></b>	June 25, 2021

### 9.1. Project Schedule

The Contractor must establish a **project schedule** early in the process that identifies the conceptual design, research and content development, detailed design, anticipated Technical Authority.

This project schedule must be based on the preliminary project schedule proposed. The final schedule will be developed in consultation with the Technical Authority, offer flexibility and consider the project deadlines. Any changes to the schedule must be approved by the Technical Authority. It is the Contractor's responsibility to update the schedule and provide it to the Technical Authority as necessary.

In the development of this schedule it is critical that each phase of the project is developed in collaboration with the Technical Authority as the Technical Authority will be reviewing material and providing feedback to the design. In addition, the project schedule must allow for the opportunity for the Advisory Group to provide feedback at key project phases. The project schedule must be completed and agreed upon shortly after the first site visit and meeting.

**Key to the development of this project schedule is to outline the schedule for each phase of this contract to ensure that all design deliverables are completed for May 7, 2021, and guidance for of built components completed by June 25, 2021.**

**The Contractor must provide monthly status reports over the life of this project unless otherwise noted by the Technical Authority. These are to include updated project schedules, update on project progress and any budget implications or changes.**

**All work outlined in the Contract must be completed on or before June 25, 2021.**

### 9.2. Content Package

A **content package** includes storyline, final text, image and illustration captions, scripts and text for videos and other digital media and other related content. This also includes any associated research necessary to create the above.

### **9.3. Conceptual Design Package**

In collaboration with CWS, the Contractor must deliver a **conceptual design package** based on the themes and storyline. The Contractor must:

- (a) The Contractor must work in close collaboration with the Technical Authority to prioritize proposed conceptual exhibits to meet the budget (*refer to section 4. Scope of Work (b) for more details*).
- (b) Take into consideration feedback received from the advisory group on exhibits regarding First Nations and Métis content.
- (c) Make suggestions for improvement of visitor flow and maximization of space.

#### **9.3.1. Concept Document**

The concept document must include the following:

- (a) A conceptual drawing of all exhibits;
- (b) An exhibit floor plan showing the placement of the exhibits including visitor flow patterns;
- (c) A written description and illustration of each of the exhibits which includes the following: the experience and rationale, audience, and theme, proposed exhibit elements;
- (d) An orientation/way-finding sign plan, if deemed necessary;
- (e) Recommendation for building fit-up or building renovations related to the proposed exhibits and facilities including wall treatments, lighting, electrical, data-cables, flooring etc. Building impacts must be minimized, including but not limited to flooring and building structural;
- (f) Recommendations for the design approach (which proposes items such as color palette options, materials, textures, fonts and finishes);
- (g) A detailed "Class B" cost estimate for fabrication, installation, and building fit-up and renovations. (A Class B estimate is within 20% plus or minus);
- (h) One style of drawing for the Conceptual Design Package and the Detailed Design Package, all designs would have the same look and feel; and

### **9.4. Detailed Design Package**

The Contractor must deliver a **detailed design package** based on the final approved concept plan which includes:

- (a) A final detailed floor plan showing the location of exhibits. All exhibits shall have minimal maintenance requirements;
- (b) Illustrations or 3D rendering of exhibit space and each exhibit component;
- (c) A refinement and summary of the design approach (i.e. color palette, paints and finishes, materials, construction coordination guidelines, fabrication and production details etc.);
- (d) Building fit-up and renovation requirements related to the proposed exhibits and facilities;
- (e) Recommendations for materials, sources and suppliers required for fabrication. The Contractor must provide samples and prototypes as requested to evaluate materials and/or alternative materials and methods and make recommendations based on material performance requirements or design specifications rather than recommendations for specific materials. All references to a manufacturer's brand name, model and/or part number contained anywhere in the detailed design package must be followed by the words "or equivalent";
- (f) Finalize, with the Technical Authority, specifications for all materials, finishes and processes for fabrication;
- (g) In collaboration with the Technical Authority, finalize mounting details for all artifacts and objects displayed in the exhibits in the visitor centre;

- (h) A detailed "Class A" cost estimate for the entire project. This must include a detailed cost break down for the fabrication, shipping and installation of the designed exhibits and facilities and building fit-up and renovations requirements (A Class A estimate is within 10% plus or minus);
- (i) Final working graphic design files for all graphic elements of the exhibits and digital media which includes all required illustration, photography, scanning, and other graphic production (for additional details on digital media requirements (see 6.5. *Exhibit Digital Interactive Displays*); graphics and images need to be print and production ready. PDF files must be adequate for review and CWS only requires all working design files in Adobe Creative Cloud with active layers to have on file after the designs are finalized;
- (j) Finished texts and scripts for all exhibit graphics, interactive displays and digital media (short of translations in French and any First Nations and Métis languages);
- (k) All working drawings and technical specifications required to fabricate all the exhibits components, visitor facilities and building fit up requirements and renovations;
- (l) Permit-ready working drawings for any building fit-up related to the exhibits. The Contractor must provide engineering or journeyman certification for any lighting plans, exhibits with stairs, crawl through or climbing elements associated with exhibits;
- (m) Lighting and electrical plan, determine requirements for each exhibit. If any changes are required to the building fit-up, this must be approved by the appropriate authorities. The cost of any changes should be included in the fabrication budget;
- (n) Upon approval of the Final Detail Design drawings and detailed budget, the Contractor must proceed to shop drawings and supervising fabrication.

### **9.5 Supervise Fabrication - subject to the approval of the Technical Authority**

Upon completion of the concept document and any competitive process for components of the exhibit build, supervise implementation of the fabrication process. Ensure that the intent and concepts are being implemented while being flexible for materials and methods to achieve the end results.

## **10. PROJECT RELATIONSHIP AND COMMUNICATIONS:**

### **10.1. Technical Authority**

The Technical Authority will be the Contractor's primary contact for this project. All issues and communications pertaining to contract performance must be directed to this person.

The Contractor shall remain in regular contact with the Technical Authority, by telephone, email and in-person, to ensure that the project is progressing well.

### **10.2. CWS Project Team**

This project team will be comprised of the Technical Authority and other CWS staff. This team will be led by the Technical Authority and will provide advice and feedback on audience needs, content, visitor experience, operational needs and design.

### **10.3. Other Contacts**

The Contractor can at times be required to consult with particular project stakeholders and specialists, i.e. CWS staff, neighbours and/or First Nation or Métis representatives. Names and contact information of these individuals will be provided by the Technical Authority if and when the need arises.

## **11. CONTRACTOR'S RESPONSIBILITIES:**

For the duration of the Contract, the Contractor must:

Provide all labor, facilities, technical expertise and materials required to deliver the work under the Contract;

- (a) Work closely with the Technical Authority, the project team, and the advisory group in an effective and collegial manner, to maintain a productive working relationship;
- (b) Advise the Technical Authority within three (3) business days of any delays or setbacks that can affect the schedule of development, production and delivery;
- (c) Provide monthly status reports over the life of this project unless otherwise noted by the Technical Authority. These are to include updated project schedules, update on project progress and any budget implications or changes;
- (d) Respond to queries and concerns from the Technical Authority within three (3) business days and in a respectful manner;
- (e) Be familiar with The CWS's corporate mandate, policies and guidelines as these relate to the project;
- (f) Provide, as necessary or upon request, professional and technical advice and support to the Technical Authority, the project team or the project stakeholders; and
- (g) Ensure that all materials loaned to the Contractor by CWS are securely stored on its premises under suitable environmental conditions, and are returned to the Technical Authority properly identified and packaged or securely installed in the exhibit.

**12. CWS' RESPONSIBILITIES:**

For the duration of the Contract, CWS will:

- (a) Work closely with the Contractor and the Contractor's project team in an effective and collegial manner, to maintain a productive working relationship;
- (b) Advise the Contractor within three (3) business days of any delays or setbacks that can affect the schedule of development, production and delivery;
- (c) Respond to queries and concerns from the Contractor within three (3) business days in respectful manner;
- (d) Arrange for meeting space at when it is necessary to meet onsite or offsite with stakeholders;
- (e) Make every effort to provide the Contractor with mutually determined required information, documents, and materials in a timely manner;
- (f) Provide the Contractor with a resource package for use in the development of content and exhibit design;
- (g) Provide functional support and technical guidance and direction to the Contractor in areas of audience information, site messages and content, site recreational opportunities, cultural resource expertise, history of the site and current site management information;
- (h) Review and provide feedback, direction and approvals in a timely matter; and
- (i) Organize and facilitate a project team that will include representatives from CWS staff and/or provide introductions to specialist contacts within the staff.
- (j) Provide the Contractor further information about the LML NWA and MBS.

**13. LANGUAGE OF WORK:**

English is the language of work for all communications with the CWS, its representatives and other stakeholders.



APPENDIX 1 TO ANNEX A

FLOOR PLAN OF THE LML NWA PAVILION

Diagram 1

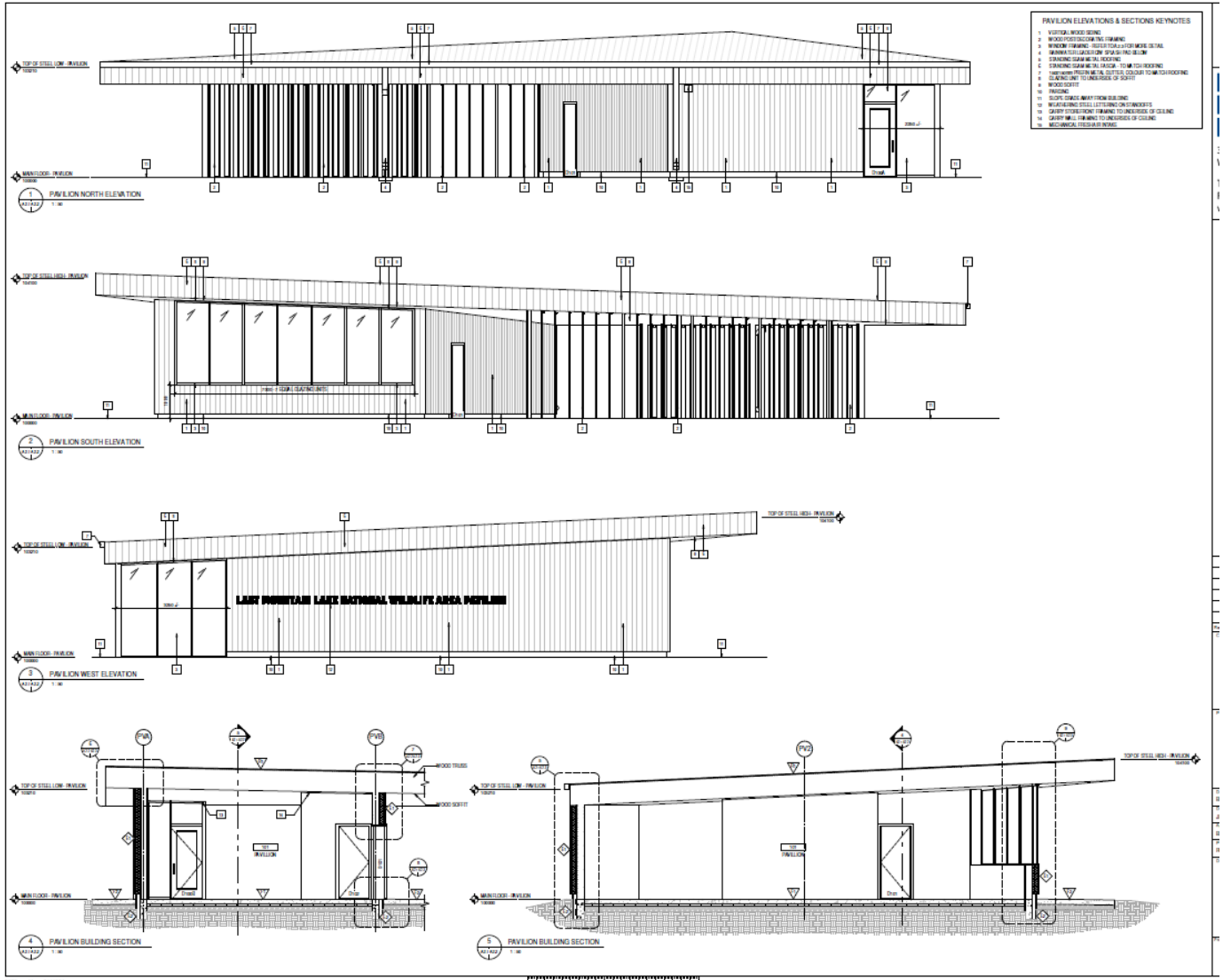
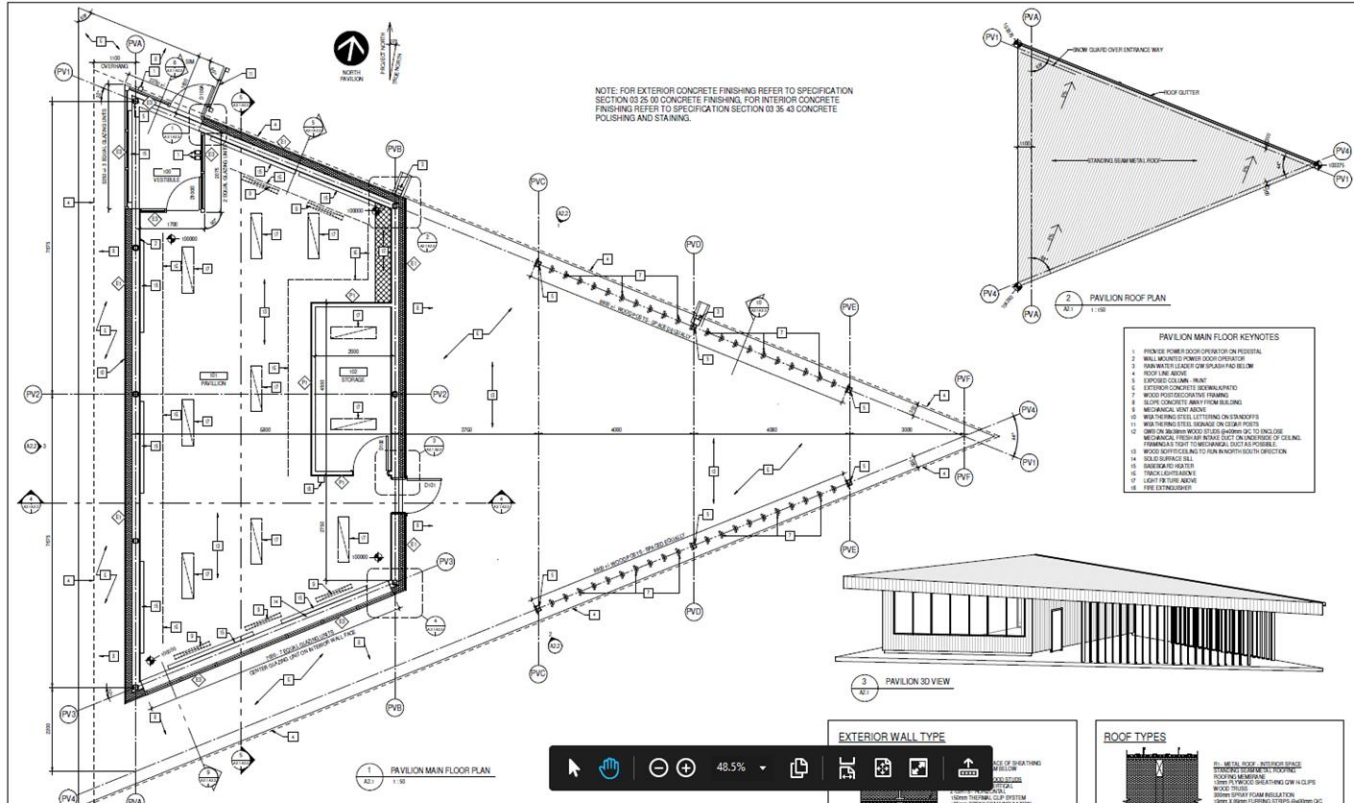


Diagram 2



APPENDIX 2 TO ANNEX A  
IMAGES OF THE CURRENT SPACE



Photo 1: Pavilion - View from North



Photo 2: Pavilion - View from South





Photo 3: Pavilion - View from East



Photo 4: Pavilion - View from Main Doorway



Photo 5: Pavilion - View facing East

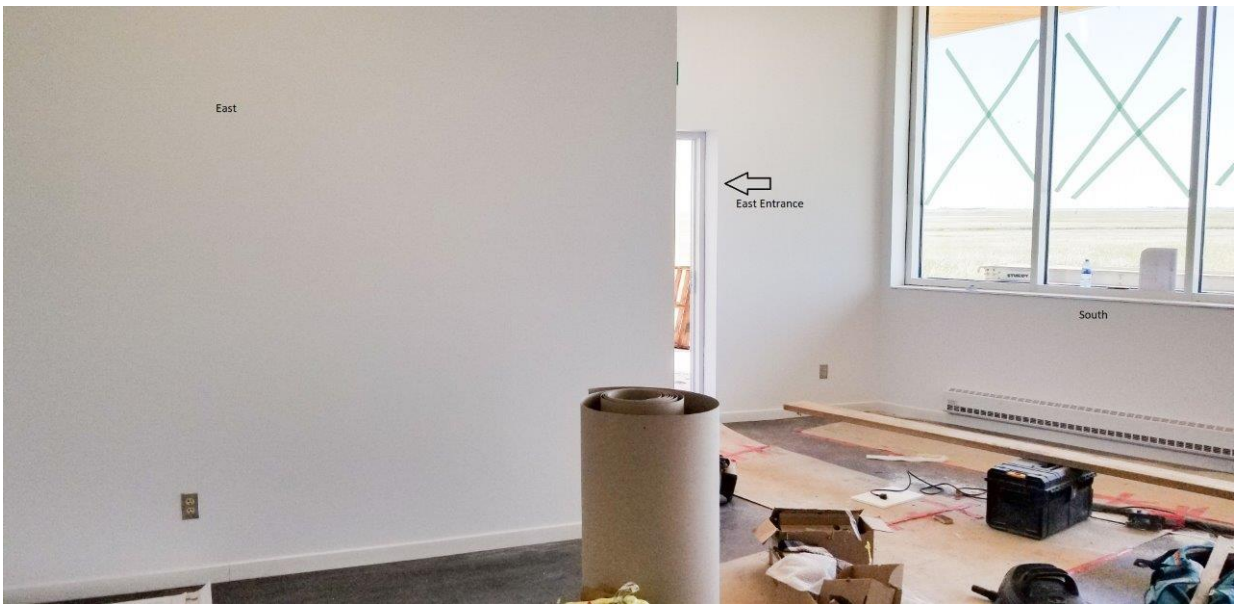


Photo 6: Pavilion - View facing South East





Photo 7: Pavilion - View of South Windows



Photo 8: Pavilion - View of Main Doorway facing North



Photo 9: Pavilion - View facing West



Photo 10: Pavilion - View facing West



Photo 11: Pavilion – Alcove North East corner



Photo 12: Pavilion – View facing South along West Wall



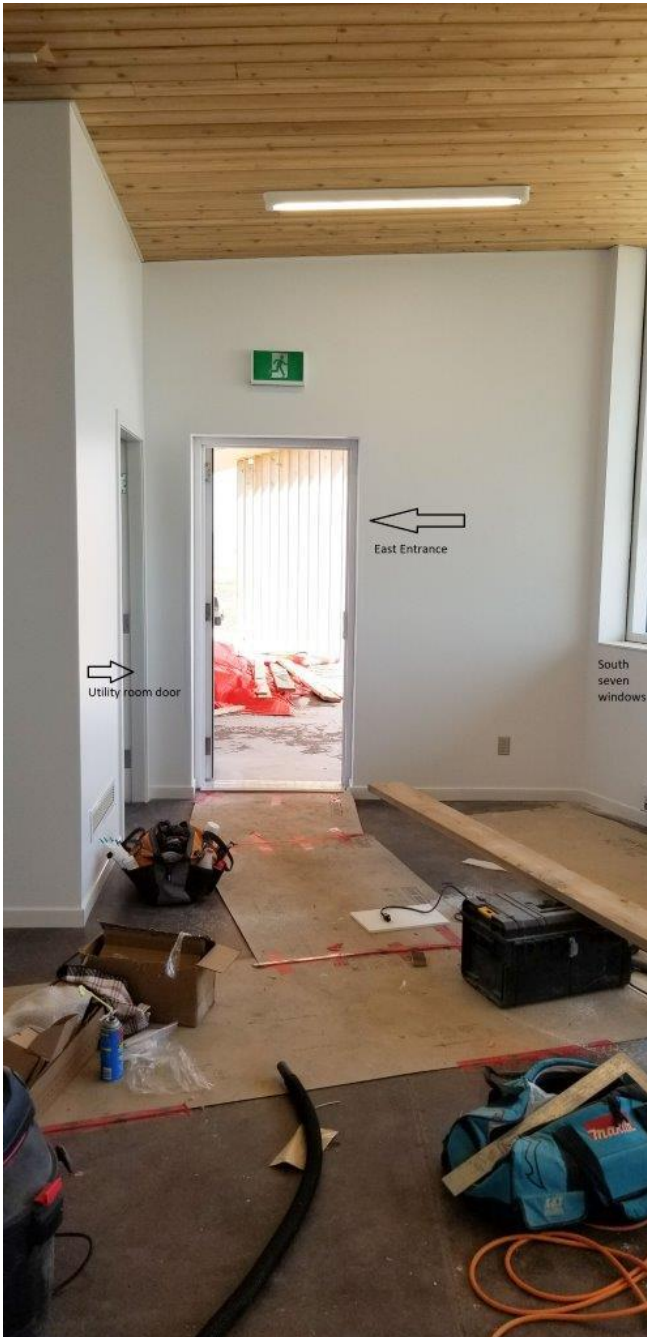


Photo 13: Pavilion – East Entrance Inside



Photo 14: Pavilion – Utility Room facing South



Photo 15: Pavilion – Utility Room facing \*North\*

**ANNEX B  
BASIS OF PAYMENT**

\*The price must include all costs associated with the concept design, detailed design, content development, and supervision of fabrication, installation, shipping, training and warranty of all exhibits as well as any costs associated with travel to perform the Work.

**The Contractor will be paid as follows:**

<b>Schedule of Milestones</b>		
<b>Number</b>	<b>Tasks and Deliverables</b>	<b>Percentage of Professional Fee</b>
<b>I.</b>	<b>Kick-off Meeting via Conference Call</b>	
<b>II.</b>	<b>Methodology</b> 1) Project plan 2) Project methodology recommendations document 3) Project type evaluation matrix template 4) Presentation (Power Point)	
<b>III.</b>	<b>Existing Project Type Analysis</b> 1) Completed evaluation matrices for existing project types	
<b>IV.</b>	<b>Phase 1 Summary Report</b> 1) Phase 1 Summary Report	
<b>V.</b>	<b>Emerging Project Type Analysis</b> 5) Rationale document for which emerging project types to include in Phase 2 6) Completed evaluation matrices for emerging project types.	50%
<b>VI.</b>	<b>Phase 2 Summary Report</b> 1) Draft Phase 2 Summary Report (MS Word) 2) Final Phase 2 Summary Report (MS Word) 3) Final Summary Presentation - Phase 1 and 2 (Power Point)	40%
<b>VII.</b>	<b>Phase 3 – Supervise Fabrication</b> 1) Supervise the implementation of the fabrication process  <b><i>Subject to the Technical Authority's approval</i></b>	10%

**Total Bid Price :**

\$ \_\_\_\_\_

**Applicable Taxes**

\$ \_\_\_\_\_

**Total Price (including applicable taxes)**

\$ \_\_\_\_\_

## ANNEX C

## INSURANCE REQUIREMENT

**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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an 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 co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.