

Return Bids to:

Retourner Les Soumissions à:

Natural Resources Canada 580 Booth Street, 5-D4-3 Ottawa, ON K1A 0E4 Attention: Andrea Berthelet (Bid Receiving Unit)

RFP Number: NRCan-5000063688

Request for Proposal (RFP) Demande de proposition (DDP)

Proposal To: Natural Resources Canada

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

Proposition à: Ressources Naturelles Canada

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

Comments - Commentaires

Issuing Office - Bureau de distribution

Finance and Procurement Management Branch Natural Resources Canada 580 Booth Street, Ottawa, ON K1A 0E4 Title - Sujet

Fabrication of Government of Canada pavilion including components, graphics and required logistics for Prospectors and Developers Association of Canada (PDAC) Annual Conference 2022

Solicitation No. - No de l'invitation

Date

NRCan-5000063688

November 26, 2021

RFP # NRCan-5000063688

Requisition Reference No. - Nº de la demande

168219

Solicitation Closes - L'invitation prend fin

at - à 02:00 PM (EST)

on – le 30 December, 2021

Address Enquiries to: - Adresse toutes questions à:

andrea.berthelet@NRCan-RNCan.gc.ca

Telephone No. - No de telephone

343-543-7092

Destination – of Goods and Services: Destination – des biens et services:

Natural Resources Canada 580 Booth Street, Ottawa, ON K1A 0E4

Security – Sécurité

There are no security requirements associated with this requirement.

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No.:- No. de téléphone:

Email - Courriel:

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)

Signature

Date



TABLE OF CONTENTS

| PART | 1 - GENERAL INFORMATION | 5 |
|----------------|---|----|
| 1.1 | Introduction | |
| 1.2 1.3 | SUMMARY DEBRIEFINGS | |
| PART | 2 - BIDDER INSTRUCTIONS | |
| 2.1 | STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 7 |
| 2.2 | SUBMISSION OF BIDS | 7 |
| 2.3 | ENQUIRIES - BID SOLICITATION | |
| 2.4 | APPLICABLE LAWS | |
| 2.5 2.6 | BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY | |
| | 3 - BID PREPARATION INSTRUCTIONS | |
| | BID PREPARATION INSTRUCTIONS | |
| 3.1 | | |
| PART | 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 12 |
| 4.1 | Evaluation Procedures | |
| 4.1. | | |
| 4.1.2 | | |
| 4.2 4.2. | Basis of Selection | |
| | 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION | |
| 5.1 | CERTIFICATIONS REQUIRED WITH THE BID | |
| 5.1. | | |
| 5.1.2 | | |
| 5.2 | CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 14 |
| 5.2. | | |
| 5.2.2 | | |
| 5.2.4 5.2.4 | | |
| 5.2. | | |
| 5.2.6 | | |
| | 6 - SECURITY AND OTHER REQUIREMENTS | _ |
| 6.1 | SECURITY REQUIREMENTS | |
| | 7 - RESULTING CONTRACT CLAUSES | |
| | | |
| 7.1 7.2 | STATEMENT OF WORKSTANDARD CLAUSES AND CONDITIONS | |
| 7.2. | | _ |
| 7.2.2 | | |
| 7.3 | DISPUTE RESOLUTION | |

| 7.4 SECURITY REQUIREMENTS | 21 |
|--|----|
| 7.5 TERM OF CONTRACT | |
| 7.5.1 Period of the Contract | |
| 7.5.2 OPTION TO EXTEND THE CONTRACT | |
| 7.6 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAS) | 21 |
| 7.7 AUTHORITIES | |
| 7.7.1 Contracting Authority | 22 |
| 7.7.2 Project Authority | 22 |
| 7.7.3 CONTRACTOR'S REPRESENTATIVE | 22 |
| 7.8 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 23 |
| 7.9 PAYMENT | 23 |
| 7.9.1 Basis of Payment – Firm Price | 23 |
| 7.9.2 METHOD OF PAYMENT | 23 |
| 7.10 Invoicing Instructions | |
| 7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION | 24 |
| 7.11.1 COMPLIANCE | 24 |
| 7.12 Applicable Laws | 24 |
| 7.13 PRIORITY OF DOCUMENTS | 24 |
| 7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor) | 24 |
| 7.15 Insurance | |
| 7.16 CONTRACT ADMINISTRATION | 25 |
| ANNEX "A" - STATEMENT OF WORK | 26 |
| ANNEX B - BASIS OF PAYMENT | 31 |
| | _ |
| APPENDIX 1 - EVALUATION CRITERIA | 32 |
| 1. TECHNICAL CRITERIA | 32 |
| 1.1 Mandatory Evaluation Criteria | 32 |
| 1.2 EVALUATION OF RATED CRITERIA | 33 |
| 2. FINANCIAL CRITERIA | 35 |
| 2.1 MANDATORY FINANCIAL CRITERIA | 35 |
| 2.1.1 FUNDING LIMITATION | 35 |
| APPENDIX 2 - FINANCIAL PROPOSAL FORM | 36 |
| 1 FIRM PRICE | 26 |
| | |

The Articles contained 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.



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include:

Annex A - Statement of Work Annex B - Basis of Payment,

The Appendixes include:

Appendix 1 - Evaluation Criteria
Appendix 2 - Financial Proposal Form.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to design and fabricate a Canada pavilion for the annual Prospectors and Developers Association of Canada (PDAC) conference held in Toronto in March 2022.

Lead by Natural Resources Canada (NRCan), several federal departments and agencies are working together to have a joint in-person presence at the annual conference held in Toronto by the Prospectors and Developers Association of Canada. At this time we are focussing on the development of an in-person pavilion for the Toronto conference. 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.

The purpose of this requirement is to design and fabricate 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.

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 will be done in writing, by email.



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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) 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 1 and 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 entirely
- Subsection 2 of Section 8: Delete entirely
- Under Subsection 2 of Section 20: Not applicable

Subsection 5.4 of $\underline{2003}$, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

2.2.1 It is the Bidders responsibility to ensure that proposals are delivered to the following location, by the time and date indicated on page 1 of this RFP document:

Natural Resources Canada 580 Booth Street, 5-D4-3 Ottawa, ON K1A 0E4

Attention: Andrea Berthelet (Bid Unit) RFP Number: NRCan-5000063688

It is requested that the Bidder's name, return address, Request for Proposal Number (RFP), and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. NRCan will not assume responsibility for proposals directed to any other location.



The onus is on the Bidder to ensure that the proposal is delivered to the location above. 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.

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 ten (10) 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 reasons: as set out in the <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>

• Where the Foreground IP 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, 202()



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 soft copy – USB Key)

Section II: Financial (1 soft copy – USB key) in a separate file and document

Section III: Certifications (1 soft copy – USB key)

Section IV: Additional Information - Resolution Samples (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.

Section I:Technical Bid

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

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

Section II: Financial Bid

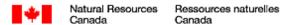
Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix B. The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



Section IV: Additional Information

Bidders must submit the Resolution Samples as per Part 3



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 1 – Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix 1 – Evaluation Criteria.

4.2 Basis of Selection

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

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 48 points overall for the technical evaluation criteria which are subject to point rating.
 - The rating is performed on a scale of 80 points.
- 2. Bids not meeting (a) or (b) or (c) 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).

| Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) | | | | l Price (30%) | |
|--|--------------------------|----------------------|---------------------|---------------------|--|
| | | Bidder 1 Bidder 2 | | Bidder 3 | |
| Overall Technical Score | | 115/135 | 89/135 | 92/135 | |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 | |
| Calculations | Technical Merit Score | 115/135 x 70 = 59.63 | 89/135 x 70 = 46.15 | 92/135 x 70 = 47.70 | |
| | Pricing Score | 45/55 x 30 = 24.55 | 45/50 x 30 = 27 | 45/45 x 30 = 30 | |
| Combined Rating | | 84.18 | 73.15 | 77.70 | |
| Overall Rating | | 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. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity <u>Provisions of the Standard Instructions</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions), all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

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.

RFP # NRCan-5000063688



- 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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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



5.2.3 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.

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 <u>Financial Administration Act</u>, 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.

RFP # NRCan-5000063688

"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 receip | t of a pension? Yes () No () |
|-------------------------------|-------------------------------|------------------------------|
|-------------------------------|-------------------------------|------------------------------|

| If so, the | : Bidder musi | t provide the to | ollowing intorma | tion, for all FPSs in | receipt of a | pension, as ap | plicable: |
|------------|---------------|------------------|------------------|-----------------------|--------------|----------------|-----------|
|------------|---------------|------------------|------------------|-----------------------|--------------|----------------|-----------|

| 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: 2019-01 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:

| -, | is a second mass promise one many many many many many many many many |
|----|--|
| 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 |



| ٤ | g. number and amount (professional fe adjustment program. | ees) of other contracts subject to the restrictions of a work force |
|-------------|---|--|
| | Professional fees | Amount |
| | | |
| <i>5.2.</i> | .6 Aboriginal Designation | |
| Who | o is eligible? | |
| a) | An Aboriginal business, which can be: | |
| | i) a band as defined by the Indian A | Act |
| | ii) a sole proprietorship | |
| | iii) a limited company | |
| | iv) a co-operative | |
| | v) a partnership | |
| | vi) a not-for-profit organization | |
| in w | which Aboriginal persons have at least 51 | percent ownership and control, |
| OR | | |
| b. | • | re Aboriginal businesses or an Aboriginal business and a non-Aboriginal hal business(es) has at least 51 percent ownership and control of the |
| thre | | e full-time employees at the date of submitting the bid, at least thirtyersons, and this ratio must be maintained throughout the duration of the |
| | e bidder must certify in its submitted bid t cribed above. | hat it is an Aboriginal business or a joint venture constituted as |
| | Our Company is <u>NOT an Aboriginal Firm</u> , a Our Company is an Aboriginal Firm, as ide | |
| Sign | nature | Date |

PART 6 - SECURITY AND OTHER REQUIREMENTS

Security Requirements 6.1

There are no security requirements associated with this requirement.



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 p | 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 <u>Standard Acquisition</u> <u>Clauses and Conditions Manual</u>(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

<u>2010B</u> (2020-05-28), General Conditions – Professional Services - Medium Complexity, 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

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.

7.4 Security Requirements

There is no security requirement applicable to the Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to October 31, 2022 inclusive.

7.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional conventions under the same conditions.

- 1) PDAC 2023
- 2) PDAC 2024

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 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrea Berthelet
Title: Procurement specialist
Organization: Natural Resources Canada

Address: 580 Booth Street

Ottawa, ON K1A 0E4

Telephone: 343-543-7092

E-mail address: <u>andrea.berthelet@nrcan-rncan.gc.ca</u>

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.

7.7.2 Project Authority (to be provided at contract award)

The Project Authority for the Contract is:

| Name: |
|-----------------|
| Title <i>:</i> |
| Organization: |
| 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.

7.7.3 Contractor's Representative (to be provided at contract award)

| Name: |
|----------------|
| Title: |
| Organization: |
| Address: |
| Telephone: |
| F-mail address |

7.8 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 <u>Public Service</u> <u>Superannuation Act</u> (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 <u>Contracting Policy Notice</u>: 2019-01 of the Treasury Board Secretariat of Canada.

7.9 Payment

7.9.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included 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.

7.9.2 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:

- 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.

7.10 Invoicing Instructions

Invoices shall be submitted using the following method:

E-mail:

invoiceimaging-servicedimageriedesfactures@nrcan-rncan.gc.ca

Note: Attach "PDF" file. No other formats will be accepted

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 Contract number: _____

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



7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 Applicable Laws

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

7.13 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 <u>4007</u> (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information;
- c) the general conditions <u>2010B</u> (2020-05-28) General Conditions: Professional Services (Medium Complexity);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated _____.

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

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

OR

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

7.15 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.



7.16 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 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.



ANNEX "A" - STATEMENT OF WORK

SW.1.0 TITLE:

Fabrication of Government of Canada pavilion including components, graphics and required logistics for Prospectors and Developers Association of Canada Annual Conference 2022

SW.2.0 BACKGROUND

Event: Prospectors and Developers Association of Canada (PDAC)

Location: Metro Toronto Convention Center (MTCC)

Dates: March 7 – 9, 2022 (subject to change by event organizers)

NOTE FROM EVENT ORGANIZERS:

PDAC is excited to announce that PDAC 2022, our 90th annual convention, will take place in person in Toronto, Canada from March 7-9. This will be followed by an online event on March 10-11.

We recognize that staying connected is especially important and this year's format ensures everyone has the opportunity to participate in the world's premier mineral exploration and mining convention.

Your health and safety, both in person and online remains our top priority. For attendees joining us in person, PDAC will adhere to Canadian and local government directives and implement appropriate health and safety measures. We understand that these requirements may evolve, and will ensure all attendees are kept informed of any new developments.

https://www.pdac.ca/convention/exhibits

Lead by Natural Resources Canada (NRCan), several federal departments and agencies are working together to have a joint in-person presence at the annual conference held in Toronto by the Prospectors and Developers Association of Canada. At this time we are focussing on the development of an in-person pavilion for the Toronto conference. 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.

SW.3.0 OBJECTIVE

The purpose of this requirement is to design and fabricate 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.



SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Tasks and Deliverables

The Government of Canada (GoC) pavilion space will be up to $2,100 \, \mathrm{sq.ft.}$ ($30' \times 70'$). Each participant gets an individual area. The common areas will include a "welcome" desk, a presentation area with seating for up to 15 in keeping with current Ontario COVID guidelines, a "lounge" area, bistro table area, and a storage area. (Please note that as per the space agreement with the show, each $10' \times 10'$ space includes one (1) 120 volt electrical outlet; additional electrical outlets may be required.)

Individual areas (about 8 – kiosks/pods) will each require the following: graphics (NRCan will create the graphics files. The contractor will produce the graphics to work with the proposed structure), minimum 32" monitor, computer to run the monitor, keyboard, mouse, wired Internet access, electrical outlet(s), lighting, literature pockets (up to 3), small counter, 2 stools with backs

Welcome desk will require the following: graphics (NRCan will create the graphics files. The contractor will produce the graphics to work with the proposed structure), 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 15 in keeping with current Ontario COVID guidelines, will include the following: a single large monitor (80"), with a computer and media player to run slide shows and/or videos, remote control, wireless lapel mic and a hand-held mic with a sound system plus speakers with a mixer, podium with a podium sign or graphics panels that will be created to match our graphics, stool, elevated platform (10' x 10') for the presenter; electrical outlet and wired Internet; ALSO require a media box for announcements/press conferences. A media box is a device that distributes audio signals from microphones authentically and securely to all journalists, cameramen and broadcasters.

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

Bistro table area: 4 or 5 bistro (also known as high top) 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)

Large overhead sign: Given that the pavilion is typically at the back of the main hall, we require a large graphic 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. The sign can be a hanging sign or, as an option, a large 4-sided banner can be supported from the floor as long as the support legs are incorporated into other structures already in place on the floor.

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 fabricator's war ehouse so that all materials will be delivered to the show floor at the same time. At the close of the show, each participant will be responsible to pack up their own materials which will then be returned to the fabricator's warehouse. Each participant will then be advised as to the quantity of pieces and make their own arrangements for a courier to pick them up from the pavilion fabricator's warehouse.



Stanchions with extendable bands: 5 to 7 required



SW.4.1.1 Tasks include:

- Participation in the start-up meeting with the project team to review the pavilion scope, context, content and overall requirements within four (4) business days of contract award
- After start-up meeting, make modifications to the selected pavilion layout /design option, from the three proposed options.
- Provide final design renderings from different angles and overhead within 3 business days of preliminary meeting, including
 - Exhibition space and floor plans
 - Electrical outlet and Internet placement
 - o Fabrication renderings with construction specification
- Be available for interim meetings as required during the process
- Complete exhibit/pavilion planning, graphics production, fabrication, installation and dismantling
- Construction of approved design with no deviation unless approved in advance by NRCan's Project Authority
- Oversee and manage construction including providing all tools and necessary 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
- The supplier is responsible for, but not limited to, providing all equipment and rental components: structure, furnishings, flooring/carpeting/under padding, AV/monitors, all computers (monitors, keyboards, mice) and technical audio-visual (mics, equipment, sound system, speakers, media box)
- Order show services and rental forms to optimize advanced order rates, where possible, including but not limited to ordering of and paying for show services such as additional electrical, wired internet, cleaning, drayage, any additional labour
- Adhere to all rules and regulations governing design, installation and safety as provided by the event organizer and venue management as well as relevant labour laws
- Must produce the files as provided by NRCan; thus adhering to the rules for the Government of Canada federal identity program as well as the requirements for the Official Languages Act
- All graphics will be provided by NRCan for uploading to the production system of the supplier; and all final graphics MUST be sent to the Project Authority for approval <u>prior to production</u>
- In the event that there is a last minute change or alteration to a graphic file, the supplier may need to handle the adjustment internally by the fabricator's graphic design team
- The contractor will provide shipping from warehouse to MTCC and back with the contractor's warehouse also serving as a point of consolidation for partner materials being needed at the event
- The contractor will prepare 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 one week prior to set-up and the other provided to the NRCan supervisor on-site during installation



- 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 packed and identified by the staff from the partners and
 consolidated back at the contractor's warehouse for preparation for shipping back to the partners. Each
 participating partner will be responsible for making their own arrangements for shipping back to their
 offices from the Contractor's warehouse.
- Should any of the other participants (other government departments) in the Canada pavilion request separate services, the supplier will be responsible to invoice them separately and directly.

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

SW.4.2 Schedule

The contractor must ensure all required equipment is rented, delivered and in the proper locations prior to the start of the event. In additional to all of the above, the contractor will ensure the following timeline is met, unless otherwise agreed to by the project authority.

| | Deliverable | Timeline |
|-----|--|-------------------------|
| 1. | Attend Start-up meeting | Within 4 business |
| | | days of contract |
| | | award |
| 2. | Provide final design renderings from different angles and overhead | Within 3 days of start- |
| | | up meeting |
| 3. | Technical drawings submitted to organizers (electrical, Internet, elevation) | Date TBC |
| 4. | Floor plan approval: Exhibitors occupying four or more booth spaces are required | No later than Friday, |
| | to submit a final booth floor plan to Exhibit Management. PDAC will not review or | January 14, 2022 |
| | approve multiple floor plans. Failure to submit a floor plan by the above deadline | |
| | will result in an exhibit space reduction to three inline booths. | |
| 5. | Show Binder Shipped to Project Authority | To be received 1 week |
| | | prior to show |
| 6. | Submit final graphics to Project Authority for approval prior to publication | Date TBC |
| 7. | Oversee construction and installation of Pavilion, including all labour and all | March 4-5, 2022 TBC |
| | related tasks, through to completion. (No travel costs) | |
| 8. | Contractor Supervisor on site – First hour of each day & last hour on last day | March 7-9, 2022 TBC |
| 9. | Dismantle: oversee dismantle including all labour (no travel costs) | March 9-10, 2022 TBC |
| 10. | Consolidated participant's materials shipped to Contractor's Warehouse | March 9-10, 2022 TBC |

SW4.3 Reporting Requirements



The contractor is expected to meet with the Project Authority on a bi-weekly basis at a minimum and more frequently as the event draws closer. The contractor will report immediately, to the Project Authority, any issue or concerns that could affect the timing or quality of the services being provided. Meetings will be done virtually by videoconference, teleconference, or by telephone call, as mutually agreed to by the Project Authority and the Contractor.

SW.4.4 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

In addition to the above tasks, the contractor shall:

- Return all materials belonging to NRCan
- Participant in teleconferences as needed

SW.5.2 NRCan's Obligations

- NRCan will provide the Graphics files to the contractor
- NRCan will be available to consult with the contractor and will provide responses or necessary feedback to the supplier within 1 business day

SW.5.3 Location of Work, Work Site and Delivery Point

Metro Toronto Convention Center and the contractor's place of business

SW.5.4 Accessibility Requirements

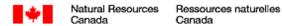
In keeping with the Treasury Board of Canada Contracting Policy, it is imperative that the layout of the pavilion incorporates accessibility features. In this case, it is with regards to physical space allowances meeting accessibility standards.

SW.5.5 Language of Work

The work may performed in the language of contractor's choice.

SW.6 Option Years

The majority of the work as indicated above may be required for the two (2) option years (2023 and 2024). NRCan will keep the same general layout, from the initial year, for the option year periods if they are exercised. Any changes, including tasks and the schedule/timeline will be confirmed when the option years are exercised. It should be noted that upwards of 75% of the graphics may need to be changed from one year to the next.



ANNEX B - BASIS OF PAYMENT

(to be completed at contract award)



APPENDIX 1 - 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 Criteria | | Pass/Fail |
|-----------------|--|--|-----------|
| M1 | The proposed bidder MUST have completed at least two (2) pavilions equal to or larger than 1,500 sq. ft. in the past seven (7) years. | | |
| M2 | | | |

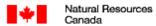


| Criterion ID | Mandatory Criteria | | Pass/Fail |
|-----------------|---|--|-----------|
| M3 | The proposed Site Supervisor for this project MUST have completed at least two (2) pavilions* equal to, or larger than, 1,200 sq. ft.; within the previous seven (7) years. | | |
| | Bidders MUST include within their proposal a detailed curriculum vitae (CV) for the proposed Site Supervisor showing the proposed resource's work experience (should be indicated in years/months) in the installation of large pavilions. | | |
| | *To be further evaluated against RC2 | | |
| M4 | Using the high resolution pdf, included as an attachment in the bid solicitation posting, the bidder MUST provide printed colour samples of materials being considered as part of your bid for use for the primary graphics. | | |
| | The bidder MUST provide two (2) samples – one (1) on fabric and one (1) on the signboard that will be proposed on the proposed materials in the bidders proposal (e.g. cintra, lexan) These will be further evaluated against RC3. | | |
| M5 | The proposed bidder MUST provide a reference letter/email from the client for each of the two (2) project summaries, referenced in M2, specifying that the project was completed in accordance with requirements as defined by the client, on time, on budget and in keeping with the established project goals. | | |
| M6 | The bidder's proposal MUST include three (3) pavilion design/layout options. | | |
| | The designs MUST include the various "areas" listed in the Statement of Work. Bidder may use colours of your choice. There is no need to incorporate specific logos or to follow any specific branding guidelines. | | |
| M7 | The bidder's proposal MUST be well organized with clear responses to each of the mandatory and point rated evaluation criteria. | | |
| | The pages of the proposal MUST be numbered. | | |

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 overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.



RFP # NRCan-5000063688

Proposals will be evaluated based on the following criteria:

| Criterion ID | Point Rated Technical Criteria | Evaluation Scoring Points Breakdown | Max. Points Available | Proposal Page # |
|-----------------|---|--|-----------------------------|--------------------|
| R1 | Project Summaries The two (2) submitted project summaries provided in response to Mandatory Requirement M2, 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 to NRCan's requirement. *Similarityis defined as being similar to size, timeline and scope of multiple unique participants/programs under one umbrella. | Max 20 points (10 points for each project summary) Points will be awarded based on thoroughness of information and similarity to this requirement where similarity refers to size, timeline and scope of multiple unique participants/programs under one umbrella. 10 points: large space (over 1,500 sq. ft.), 3 or more unique participants or programs, 5 weeks to plan and produce 8 points: large space (over 1,500 sq. ft.), 3 or more unique participants or programs, 5–10 weeks to plan and produce OR large space (over 1,500 sq. ft.), 2 unique participants or programs, 5 weeks to plan and produce 6 points: large space (over 1,500 sq. ft.), 5 weeks to plan and produce (only 1 participant or program) 4 points: medium space (600–1,500 sq. ft.), 5 weeks to plan and produce | /40 | |
| R2 | Site Supervisor's Experience The two (2) examples* of pavilion construction and installation requested in Mandatory Requirement M3, illustrating the proposed Site Supervisor's (main resource's) previous experience will be evaluated against the requirements of this project, as per the following: Relation to size, timeline and scope of multiple unique participants/programs under one umbrella. *If the bidder's proposal includes more than 2 examples, the bidder should clearly indicate which 2 examples are to be evaluated against this criteria. If the bidder's proposal includes more than 2 examples, but the bidder does not indicate which 2 examples are to be evaluated, the first 2 examples in the proposal will be evaluated. | Max 20 points (Maximum 10 points for each example) Points will be awarded for the proposed Site Supervisor's previous experience as per the following: 10 points for installation/dismantle of an equivalent pavilion installed in the previous forty-eight (48) months (where equivalent is 1,200 sq. ft. or larger with multiple participants) 8 points for an installation/dismantle of an equivalent pavilion in the previous five to seven (5–7) years 6 points for an installation/dismantle of a pavilion larger than 1,200 sq. ft. in the previous seven (7) years 2 points for installation/dismantle of large exhibits in the previous seven (7) years; 0 points for not enough information provided | /20 | |

| R3 | Colour Samples | Max 20 points (maximum 10 points per sample) | /20 |
|----|--|---|-----|
| | 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 | The colour samples of production output will be evaluated by comparison against an existing output of the pdf: 10 points for crispness (contrast, sharpness, colour balance) and clarity of the section of output of the pdf that matches or exceeds the existing output 8 points for crisp but contrast and colour balance less than the existing output | |
| | proposed | 6 points slightlyless crispness (contrast, sharpness, colour balance) and clarity of the section of the output when compared to the existing sample but still acceptable | |
| | | 0 points poor quality output when compared to the existing output | |
| | | Total Points | /80 |

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 \$375,000.00.00 (Applicable Taxes extra). Bids valued in excess of this 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, b) any Travel and Living and c) Miscellaneous Expenses that may be required.

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



APPENDIX 2 - FINANCIAL PROPOSAL FORM

1. Firm Price

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

| Description | Firm Price (Applicable Taxes Excluded) |
|---|---|
| Initial Contract Year – PDAC 2022 For all required services, tasks, and deliverables as indicated in the SOW. | \$ |
| Option Year 1 – PDAC 2023 For all required services, tasks, and deliverables as indicated in the SOW. | \$ |
| Option Year 2 – PDAC 2024 For all required services, tasks, and deliverables as indicated in the SOW. | \$ |
| Total Firm Price for Financial Proposal Evaluation (Taxes Extra): | \$ |
| Applicable Taxes: (13% HST) | \$ |
| Total Firm Price for Financial Proposal Evaluation (Taxes Included) | \$ |