



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy: soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</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>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</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>Title – Titre Interpretive Exhibit for the Shorebird Discovery Centre at Shepody National Wildlife Area</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000061052</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-12-03</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time</p>	
	<p>at – à 2:00 P.M. on – le 2022-01-07</p>		
	<p>F.O.B – F.A.B</p>		
	<p>Address Enquiries to - Adresser toutes questions à Anthony De Flavis Anthony.DeFlavis@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone 514-283-5958</p>	<p>Fax No. – N° de Fax</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>		
	<p>Destination of Services / Destination des services New Brunswick, Canada</p>		
<p>Security / Sécurité There is no security requirement associated with this requirement.</p>			
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur (Insert-Ajouter)</p>			
<p>Telephone No. – N° de téléphone (Insert-Ajouter)</p>	<p>Fax No. – N° de Fax (Insert-Ajouter)</p>		
<p>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)</p>			
<p>Signature</p>		<p>Date</p>	



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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Financial Bid 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 Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements and any other annexes.

1.2 Summary

1.2.1 Environment Canada has a requirement to design, develop, and install an interpretive exhibit in the new Shorebird Discovery Centre at Shepody National Wildlife Area as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to 31 March 2023.

1.2.2 There is no security requirement associated with this requirement.

1.2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

1.2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

1.2.5 The requirement is subject to the provisions of Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the comprehensive and progressive agreement for Trans-Pacific Partnership(CPTPP), the Canada–Colombia Free Trade Agreement, the Canada-European Union Comprehensive Economic and Trade



Agreement (CETA) the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement, The Canada-Ukraine Free Trade Agreement and the World Trade Organization Agreement on Government Procurement (WTO-GPA).

1.2.6 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 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

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 PSPC/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 (2020-05-28) 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 and Climate Change Canada 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 and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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"

2.2. Submission of Bids

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.

2.3. 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: 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:

- 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.

2.4. 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.

2.5. Applicable Laws

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

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

2.6. Basis for Canada's Ownership of Intellectual Property

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

2.7. Bid Challenge and Recourse Mechanisms

Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 in PDF format by email)

Section II: Financial Bid (1 soft copy in PDF format by email)

Section III: Certifications (1 soft copy in PDF format by email)

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 by 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: soumissionsbids@ec.gc.ca

Attention: Anthony DeFlavis

Solicitation Number: 5000061052

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 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.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

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

1.2 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:

- (b) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within New Brunswick;
- (c) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.3 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

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1 Technical Evaluation

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.

4.1.2 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4

Refer to Attachment 1 to Part 4 Mandatory Technical Criteria And Point Rated Technical Criteria

4.1.3 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4

Refer to Attachment 1 to Part 4 Mandatory Technical Criteria And Point Rated Technical Criteria

4.1.4 Financial Evaluation

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:

- 4.1.5** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Annex B.

4.2. 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 technical criteria; and
 - (c) obtain the required minimum score of 45 points in the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 65 points.
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 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 equals 100 and the lowest evaluated price is \$55,000.00.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
Calculations			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1st	3rd	2nd



**ATTACHMENT 1 TO PART 4
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

NUMBER	MANDATORY TECHNICAL CRITERION	Reference to Page Number in Bid [Contractor to insert]	Compliant (Yes / No) [ECCC to insert]
M1	The Bidder must identify a project manager with at least five (5) years of experience within the last ten (10) years from bid closing date managing the designs of interpretive exhibits related to the interpretation of ecology, natural history, and human heritage as described in the Statement of Work.		



Criteria #	Point Rated Technical Criteria	Reference to Page Number in Bid (Bidder to insert)	Maximum Points Available	Points Received
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">• understanding of project;• methodology,• milestones;• approach; and• limitations and proposed solutions <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	



RT 2	<p><u>Understanding of Project:</u></p> <p><i>The proposal should clearly define the Work that will be undertaken and demonstrate a clear understanding of the project and what is required.</i></p> <ul style="list-style-type: none">• The bid is very well defined and comprehensive. Demonstrates a strong understanding of the project objectives and needs. (10 points)• The bid is adequately defined but missing minor elements. Demonstrates an acceptable understanding of the project objectives and needs. (5 points)• 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. (0 point)		10	
RT 3	<p><u>Methodology:</u></p> <p><i>The bidder's proposal should include a detailed methodology describing how the deliverables identified in Annex A – Statement of Work will be completed.</i></p> <ul style="list-style-type: none">• The methodology is clear, logical, and comprehensive and exceeds expectations in meeting project objectives and fulfilling each task under the Statement of Work. (10 points)• The methodology is clear, logical and meets expectations in achieving project objectives and fulfilling each activity under the Statement of Work. (5 points)• The methodology is weak and confusing and is not expected to meet the objectives. (0 point)		10	



RT 4	<p><u>Milestones and Approach:</u></p> <p><i>The bidder's proposal should include a detailed breakdown of milestones for the Tasks and Deliverables identified in Annex A – Statement of Work at a minimum it should include a list of resources and identify how each Task and Deliverable will be completed in the timeframes required.</i></p> <ul style="list-style-type: none">• 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. (5 points)• The bid is missing information related to the proposed resources, milestones, timelines and deliverables for the requirements identified in the Statement of Work. (0 point)		5	
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RT5	<p>Potential Issues and Proposed Solutions:</p> <p><i>The Bidder should demonstrate its ability to recognize possible issues, 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>		10	
RT 6	<p>The Bidder should demonstrate in its proposal the experience of the Project Team, <u>excluding</u> the project manager's experience, in undertaking interpretation of natural ecosystems and cultural heritage in interactive and engaging ways for a wide-ranging audience.</p> <p>2 point per project up to a maximum of 10 points</p>		10	



RT 7	<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 within 5 years from date of bid closing</p> <p>2 point per project up to a maximum of 10 points</p>		10	
	Total Points: (Minimum points: 45 points)		65	



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.

5.1 Certifications Required with the Bid

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

5.1.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation in Annex E, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

5.2 Certifications Required Precedent to Contract Award

5.2.1 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.

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

5.2.3 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.

5.2.4 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.

5.2.5 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.



PART 6 – SECURITY FINANCIAL BID AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1 There is no applicable security requirement associated with this solicitation.

6.2 Insurance Requirements

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

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



PART 7- RESULTING CONTRACT

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

Title: Interpretive Exhibit for the Shorebird Discovery Centre at Shepody National Wildlife Area

7.1 Security Requirement

There is no security requirement applicable to this Contract.

7.2. Statement of Work

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

7.3. 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.

7.3.1 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"

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.

7.3.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

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

7.4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2023 inclusive.



7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anthony DeFlavis
Team Manager – Procurement – Operations West
Environment and Climate Change Canada
Assets, Contracting and Environmental Management Directorate
105 McGill, Montreal QC H2Y 2E7
Telephone: 514 283 5958
E-mail address: Anthony.deflavis@ec.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: (to be inserted at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
Email address: _____

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

7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: (to be inserted at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____

7.6. Proactive Disclosure of Contracts with Former Public Servants



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

7.7. Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. 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.

7.7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included 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.

7.8. Invoicing Instructions

7.8.1 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) the Work delivered has been accepted by Canada;
 - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

7.8.2 Schedule of Milestones

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

Schedule of Milestones		
Number	Tasks and Deliverables	Due Date
I.	Phase 1: Meeting with Project Authority and site visit to Shepody National Wildlife Area	No later than February 01, 2022
II.	Design Plan first draft 1) Complete and submit a first draft of the design plan to the Project Authority (MS Word). 2) Provide a presentation to the Project Authority (PowerPoint).	March 31, 2022
III.	Design Plan second draft 3) Complete and submit a second draft of the design plan to the Project Authority (MS Word). 4) Provide a presentation to the Project Authority (PowerPoint).	June 01, 2022
IV.	Design Plan final 5) Complete and submit the final design plan to the Project Authority (MS Word). 6) Provide a presentation to the Project Authority (PowerPoint)	August 01, 2022
V.	Phase 2: Exhibit Design 1) Complete all design work, including written content, artwork and visual designs, interactive activities, and construction plans.	November 15, 2022



Schedule of Milestones		
Number	Tasks and Deliverables	Due Date
VI.	<p>Development and Installation</p> <p>2) Complete acquisition, fabrication, and construction of all project components, including interpretive panels, display structures, models, electronic equipment, interactive modules, and other exhibit features.</p> <p>3) Complete the programming and setup of all multimedia and audio / visual elements.</p>	February 01, 2023
VII.	<p>Installation</p> <p>4) Complete the final installation and setup of all exhibit content in the Shorebird Discovery Centre at Shepody NWA. All components must be complete and in working order, as shown in the final design plan.</p>	March 31, 2023

7.9. Certifications

7.9.1 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.

7.10. Applicable Laws

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

7.11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 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 _____,



7.12. 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.

7.13. Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

(b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

(c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

(d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX A STATEMENT OF WORK

Interpretive Exhibit for the Shorebird Discovery Centre at Shepody National Wildlife Area

Background

Environment & Climate Change Canada's (ECCC) Canadian Wildlife Service (CWS) manages National Wildlife Areas (NWA) for the purposes of wildlife conservation, research, and interpretation.

Shepody National Wildlife Area, located in Riverside-Albert, New Brunswick, is one of 55 National Wildlife Areas across Canada. It is part of the ECCC's Connecting Canadians to Nature initiative, which was established to provide interpretive opportunities for visitors at some of Canada's more accessible NWAs. Shepody is located along the upper Bay of Fundy and is known for its many native and migratory shorebirds, including semipalmated sandpiper, which arrive in large numbers from July to September. Shepody has a rich cultural heritage, from pre-settler Indigenous activity, to the mining of grindstone and other building materials in the 19th and 20th centuries.

In 2019, a new Shorebird Discovery Centre was built to serve as an educational hub for visitors. Inside is an approximately 800 sq. ft. (74 sq. m) space which is reserved for the installation of an interpretive exhibit.

Objective

To complete an interpretive exhibit in the Shorebird Discovery Centre at Shepody NWA. The project must be seen through all phases of development, including planning, design, fabrication, and installation. Interpretive messaging and content will explore Shepody's natural and cultural heritage, with a focus on shorebirds and the semipalmated sandpiper. Displays will include a mix of written panels, structures, interactive content, and multimedia elements.

Terminology

- NWA – National Wildlife Area
- ECCC- Environment & Climate Change Canada
- CWS – Canadian Wildlife Service

Reference Documents

- Shepody National Wildlife Area: Management plan
- Floor plans for the Shepody Shorebird Discovery Centre

Scope

This project will see the design, development, and installation of an interpretive exhibit in the new Shorebird Discovery Centre at Shepody National Wildlife Area. The exhibit will encompass an indoor space that is approximately 800 sq. ft. (74 sq. m). It will serve as a starting point for visitors arriving at Shepody NWA and as a destination for people interested in learning about the site's ecosystems and history.



The overarching theme for the exhibit will be shorebirds, with a special focus on semipalmated sandpiper. The ideal design will have a natural aesthetic and will incorporate shapes, colors, and imagery associated with shorebirds and coastal ecosystems. All exhibit elements must be thematically linked, cohesive in design, and have a logical flow through the space. To the greatest extent possible, displays should incorporate interactive elements, and should be innovative and forward-thinking in design.

At a minimum, the exhibit must include:

- A multimedia display on shorebirds and the semipalmated sandpiper, which will serve as the main focal point.
- An interpretive display about Shepody's habitats and other wildlife, with information on climate change;
- An interpretive display about Shepody's cultural heritage, with information on local Mi'kmaq and 19th century grindstone mining;
- An interactive beach-themed touch table;
- Visitor seating.

The exhibit must be completed and ready for opening by March 31, 2023

2.1 Considerations

There are several building features which must be taken into consideration when designing the exhibit, including doorways and a large array of windows which must be kept unobstructed. Wall space is limited; display elements will need to be positioned strategically throughout the room. The exhibit area is used as a multipurpose space; all exhibit content not affixed to a wall must be mobile, easy to move, and be able to fit through standard-sized doorways.

Exhibit content must adhere to ECCC communications requirements (use and placement of logos, positioning of French and English text, regulatory messaging, etc.) All messaging, be it written, virtual, or auditory, must be bilingual (French and English) and must be translated to the satisfaction of the Project Authority.

To the greatest extent possible, multimedia and electronic displays must be designed to be easily repairable and upgradable.

Tasks

The Contractor will complete an interpretive exhibit in the new Shorebird Discovery Centre at Shepody NWA. They will lead the project through all phases of development, including planning, design, fabrication, and installation. They will coordinate with the Project Authority to ensure that all deliverables are completed on time, within the prescribed budget, and that they meet ECCC expectations and requirements.

Phase 1: Planning and Design:

The Contractor must:

- Identify a project manager who will oversee delivery of the project and will serve as the main point of contact for the ECCC Project Authority.
- Meet with the Project Authority and other ECCC proponents to discuss the project plan, interpretive objectives, and regulatory requirements.
- Conduct a site visit to Shepody NWA to familiarize themselves with the site and the exhibit space.



- Gather information on Shepody's environment and cultural heritage, in coordination with the Project Authority, to ensure that all exhibit content is factual and locally relevant.
- Prepare and present a written first draft of the design plan to the Project Authority and provide a presentation. The design plan must include: technical details about the exhibit's design, a complete floor plan of the proposed exhibit, detailed information on all interpretive content (what will be included, where it will be located, how it will be presented), sketches or concept images for displays and structures, details on multimedia elements (how they will operate and be maintained), plans for design and fabrication, including a list of suppliers and contractors, and any other details relevant to the delivery of the project.
- Prepare and present a written second draft of the design plan to the Project Authority based on feedback provided for the first draft. Provide a presentation.
- Complete and present a written final copy of the design plan to the Project Authority based on all previous feedback. Provide a detailed presentation.

Phase 2: Development and Installation:

The Contractor must:

- Design and prepare all content for the interpretive displays, including visual, written, interactive, and multimedia elements.
- Acquire all project materials, supplies, and components, and coordinate with manufactures and contractors to fabricate, program, and to deliver all interpretive content and exhibit structures.
- Install and setup all exhibit content in the Shorebird Discovery Centre at Shepody NWA and ensure that all content and materials are in working order, to the satisfaction of the Project Authority.

Progress Reports

The Contractor must submit a progress report via email to the Project Authority on the dates identified in the Schedule of Milestones. The progress report must contain two parts:

PART 1: The Contractor must answer the following three questions and each negative response must be supported with an explanation:

- Is the project on schedule?
- Is the project within budget?
- Has the project deviated from the Statement of Work?

PART 2: A narrative report, brief, yet sufficiently detailed to enable the Project Authority to evaluate the progress of the Work, containing as a minimum:

- A description of the progress of each task and of the Work as a whole during the period of the report. Sufficient sketches, diagrams, photographs, etc., must be included, if necessary, to describe the progress that has been accomplished.
- A description of the Work that will be completed up to the next progress report.

Acceptance Criteria

- All deliverables must be submitted in the format(s) and quantity(ies) requested by the Project Authority.
- All deliverables must be provided in the language(s) requested by the Project Authority.



- All deliverables are subject to the review and acceptance of the Project Authority prior to payment

Government Supplied Materiel

All tools, materials, and work facilities required for delivery of the project will be supplied by the Contractor at their own expense.

Official Languages

Communication between the Contractor and the Project Authority will be performed in English.

All exhibit content, including written, visual, and auditory, will be presented in both French and English, and will be translated to the satisfaction of the Project Authority.

Work Location

The Work will be completed at the Contractor's business location and at Shepody National Wildlife Area. The Contractor may hire other contractors to complete project components, which will be completed at their respective places of work.

Sustainable Procurement Considerations

All correspondence including (but not limited to) documents, reports, and invoices will be in electronic format.

The Contractor must avoid, to the greatest extent possible, the use of single-use plastics in deliverables and in the performance of Work. Deliverables must minimize packaging. When required, the Contractor must, to the greatest extent possible, ensure that packaging is recyclable and/ or biodegradable.

The Contractor must make an effort to ensure that their operations and performance of the Work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#).

Accessibility Considerations

All goods and services must be inclusive and must meet the Government of Canada's accessibility standards as described in the [Accessible Canada Act](#), its associated regulations and standards, and the Treasury Board Contracting Policy.

Construction- specifications and drawings must address accessibility, referencing at a minimum, the [Treasury Board Accessibility Standards for Real Property](#) or equivalent provincial accessibility standards.

Client's can refer to [The Office of Public Service Accessibility: Overview of accessible procurement](#) for additional details.



APPENDIX 1 TO ANNEX A

FLOOR PLAN OF THE SHEPODY SHOREBIRD DISCOVERY CENTRE

Diagram 1

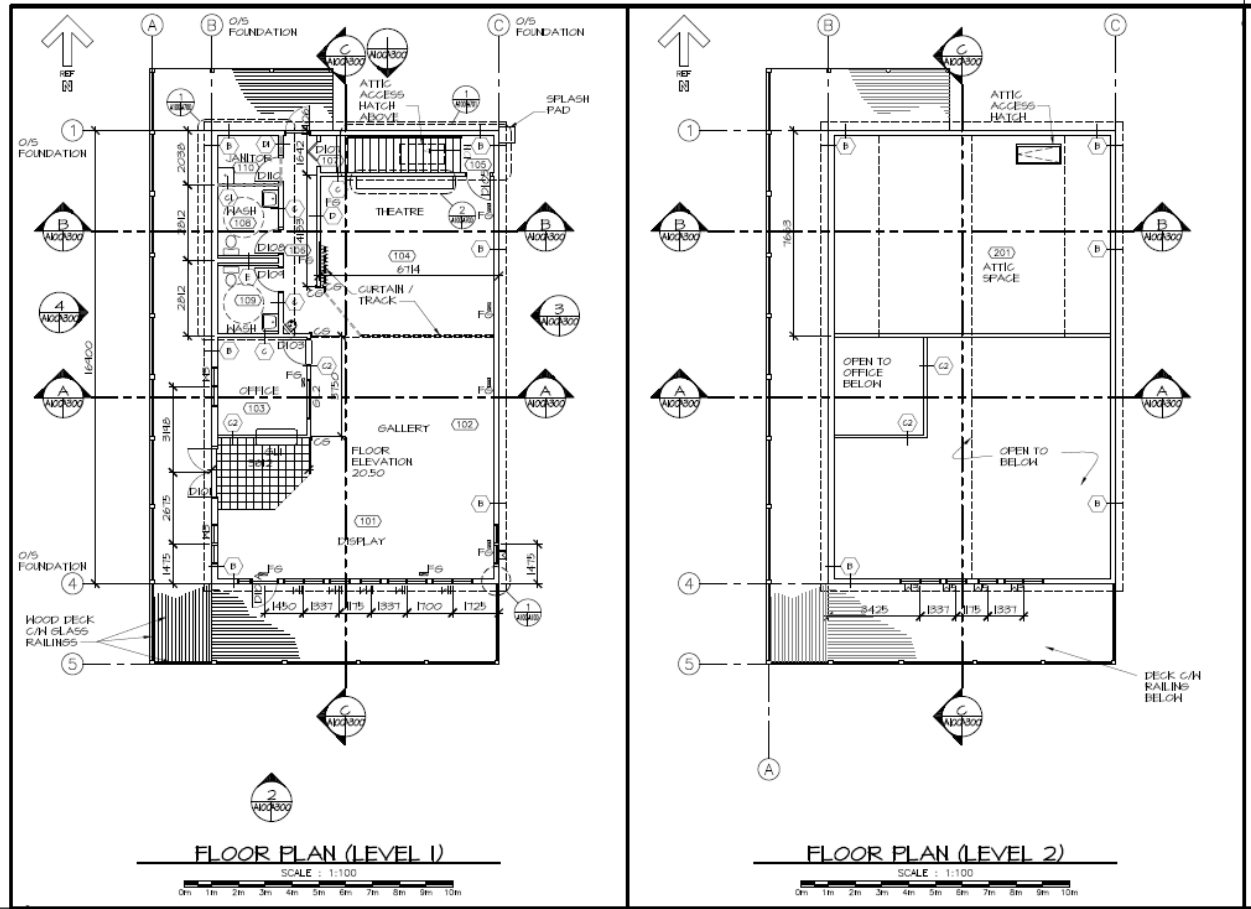
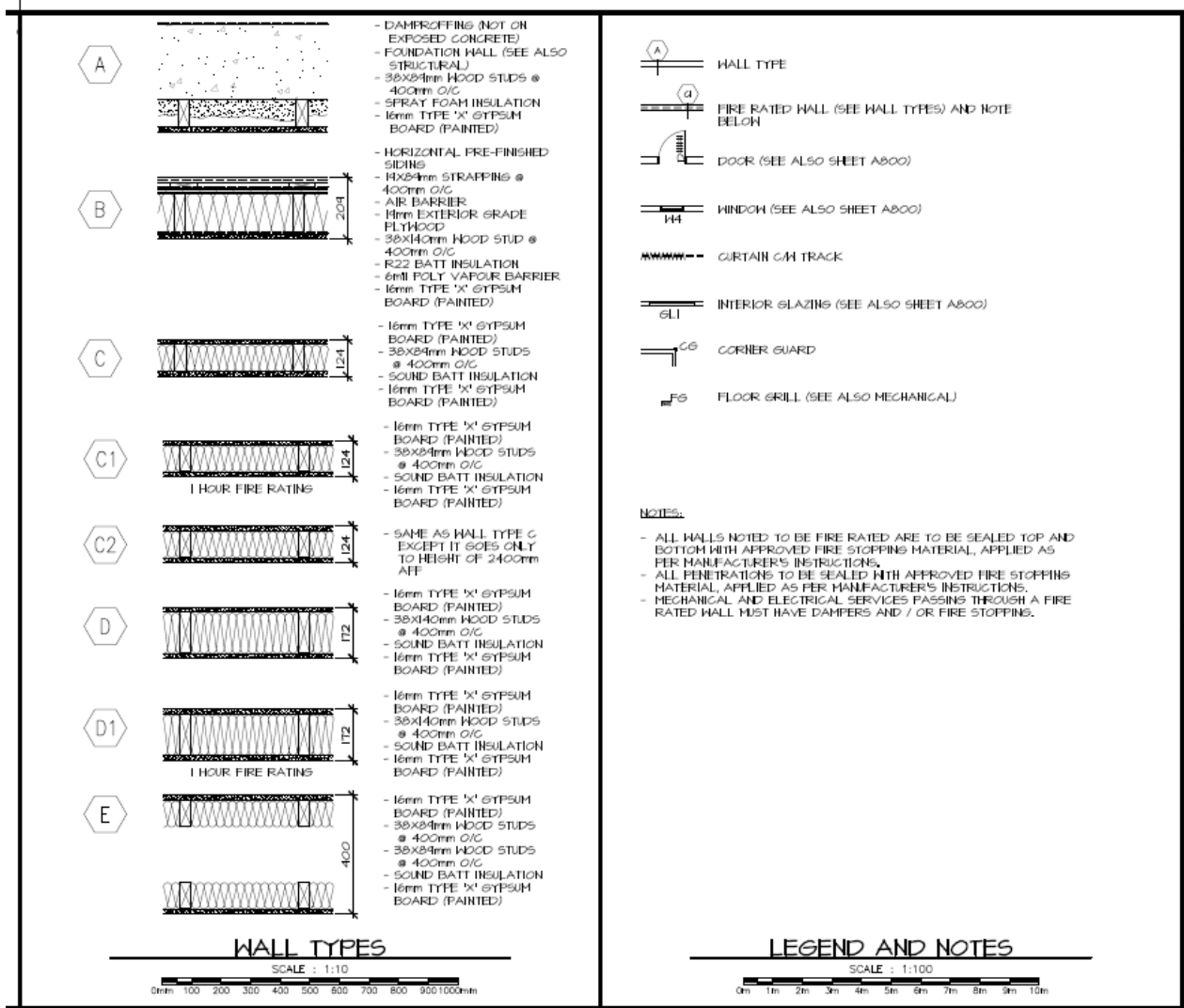




Diagram 2





APPENDIX 2 TO ANNEX A

IMAGES OF THE SHEPODY SHOREBIRD DISCOVERY CENTRE AND THE INDOOR EXHIBIT SPACE

Photo 1: Shorebird Discovery Centre – View from East



Photo 2: Shorebird Discovery Centre - View from South East





Photo 3: Shorebird Discovery Centre – Interior view facing South East



Photo 4: Shorebird Discovery Centre - Interior view facing West





Photo 5: Shorebird Discovery Centre – Interior view facing East





**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:

Schedule of Milestones		
Number	Tasks and Deliverables	Percentage of Professional Fee
I.	Phase 1: Meeting with Project Authority and site visit to Shepody National Wildlife Area	5%
II.	Design Plan first draft 1) Complete and submit a first draft of the design plan to the Project Authority (MS Word). 2) Provide a presentation to the Project Authority (PowerPoint).	15%
III.	Design Plan second draft 3) Complete and submit a second draft of the design plan to the Project Authority (MS Word). 4) Provide a presentation to the Project Authority (PowerPoint).	
IV.	Design Plan final 5) Complete and submit the final design plan to the Project Authority (MS Word). 6) Provide a presentation to the Project Authority (PowerPoint)	30%
V.	Phase 2: Exhibit Design 1) Complete all design work, including written content, artwork and visual designs, interactive activities, and construction plans.	30%
VI.	Development and Installation 2) Complete acquisition, fabrication, and construction of all project components, including interpretive panels, display structures, models, electronic equipment, interactive modules, and other exhibit features.	



Schedule of Milestones		
Number	Tasks and Deliverables	Percentage of Professional Fee
	3) Complete the programming and setup of all multimedia and audio / visual elements.	
VII.	Installation 4) Complete the final installation and setup of all exhibit content in the Shorebird Discovery Centre at Shepody NWA. All components must be complete and in working order, as shown in the final design plan.	20%

Bid Price (Evaluated Price) :
\$ _____

Applicable Taxes
\$ _____

Total Price (including applicable taxes)
\$ _____



ANNEX C

INSURANCE REQUIREMENT

Commercial General Liability Insurance (2018-06-21)

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.
 2. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 3. 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.
 4. 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.
 5. 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.
 6. 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.
 7. Employees and, if applicable, Volunteers must be included as Additional Insured.
 8. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 9. 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.



10. 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.
11. 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.
12. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
13. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
14. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
15. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
16. 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.
17. **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.



ANNEX D
COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or
other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to
accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination
Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified
of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier
Personnel, and that the _____ (*name of business*) has certified to their compliance with this
requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for
the duration of the Contract. I understand that the certifications provided to Canada are subject to
verification at all times. I also understand that Canada will declare a contractor in default, if a certification
is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada
reserves the right to ask for additional information to verify the certifications. Failure to comply with any
request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional



For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.