



Return Offers to :

Retourner Les Soumissions à :

Natural Resources Canada –
Ressources naturelles Canada

procurement-approvisionnement@NRCan-RNCan.gc.ca

Attention: Daniel Burley

**Request for Standing Offer
Demande d'offre à commandes**

Canada, as represented by the Minister of Natural Resources
Canada, hereby requests a Standing Offer on behalf of the client
identified herein.

Le Canada, représenté par le ministre des Ressources naturelles
Canada, autorise par la présente, une offre à commandes au nom
de client identifié ci-après

Comments – Commentaires

Issuing Office – Bureau de distribution

Natural Resources Canada

580 Booth Street
Ottawa, Ontario
K1A 0E4

Title – Sujet Exhibit Warehousing	
Solicitation No. – No de l'invitation NRCan-5000072206A	Date May 17, 2023
Client Reference No. - N° de référence du client 5000072206	
Requisition Reference No. - N° de la demande 174831	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM EST on – le June 26, 2023	
Address Enquiries to: - Adresse toutes questions à: Daniel Burley Daniel.Burley@nrcan-rncan.gc.ca	Buyer ID – Id de l'acheteur B35
Telephone No. – No de telephone (343) 543-7809	Fax No. – No. de Fax N/A
Security – Sécurité This Standing Offer does not have a security requirement Cette d'offre à commandes n'est pas une exigence de sécurité	
<i>If marked "X" please see the box to the left</i> <input checked="" type="checkbox"/> Acknowledgement copy required <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i> Accusé de réception requis	
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Natural Resources Canada 580 Booth Street Ottawa, Ontario K1A 0E4	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur _____	
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



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the insurance requirements, the Standing Offer Reporting requirements, and the Inventory list. The Appendices include the mandatory evaluation criteria.

1.2 Summary

To provide Natural Resources Canada (NRCan) with exhibit warehousing, handling, installation and dismantling, maintenance and related services in support of its exhibit programs.

Due to operational requirements, the Standing Offer Holder's warehousing facility should preferably be located within 25 km of NRCan's offices at 580 Booth Street, Ottawa, Ontario.

The Standing Offer Holder is responsible for transferring the government-owned equipment to its storage at the Standing Offer Holder's expense. The equipment is presently located in Gatineau, Quebec.

The period the resulting Standing Offer will be from date of Standing Offer issuance to December 31st, 2023 with four additional one-year periods.

One (1) Standing Offer will be issued as a results of this Request for Standing Offer (RFSO)

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas



within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

This RFSO allows offerors to use the CPC Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method

1.3 Security Requirements

There is no security requirement applicable to this standing offer.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2022-12-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Sub-Section 5.2 - Submission of Offers of [2006](#) (2022-12-01), Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

Delete: PWGSC
Insert: NRCan

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Offers

Bidders must submit all proposals using the Canada Post Canada (CPC) Connect service. Given the current constraints on NRCan's networks, the electronic mail system has a limit of 1GB per single message received and a limit of 20GB per conversation.

Bids must be submitted no later than the date and time indicated on page 1 of the bid solicitation.

Only bids submitted using CPC Connect service will be accepted.

At least five (5) business days before the bid solicitation closing date, it is necessary for the Bidder to send an email requesting to open CPC Connect conversation to the following address:

procurement-aprovisionnement@NRCan-RNCan.gc.ca

Note: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open CPC Connect conversation, as detailed in the Standard Instructions [2003 \(Subsection of Section 08\)](#), or to send bids through CPC Connect message if the bidder is using its own licensing agreement for CPC Connect.

IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:
[NRCan-5000072206](#)



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

The onus is on the Bidder to ensure that the bid is submitted correctly using CPC Connect service. Not complying with the 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.

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

2.2.1 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, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): to generate knowledge and information for public dissemination.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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.
- e.

"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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror 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.
- c.

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror 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 - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the offer be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Appendix "A" – Technical Evaluation Criteria

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "B" – Financial Proposal Form.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

The final decision will be based on the warehousing facility location. NRCan reserve the right to award the Standing Offer to the bidder with the closest facility to NRCan's offices at 580 Booth Street, Ottawa, Ontario.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, if **applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.2 Status and Availability of Resources



M3020T (2016-01-28) – Status of Availability of Resources – Offer

5.2.4.2 Aboriginal Designation

Who is eligible?

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

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

OR

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

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

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

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



PART 6 – SECURITY REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this Standing Offer.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled Annex "D". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority. The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30
- 2nd quarter: July 1 to September 30
- 3rd quarter: October 1 to December 31
- 4th quarter: January 1 to March 31

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for the Standing Offer is for a twelve (12) month period from Standing Offer Award. The period shall begin on date of award of Agreement until for making call-ups against the Standing Offer is from date of Standing Offer issuance to December 31, 2023 inclusive.

7.4.2 Extension of Standing Offer



NRCan reserves the right to extend the period of the Standing Offer for up to four (4) additional twelve (12) month periods, under the same terms and conditions. NRCan may exercise the option, or any extension thereof, at any time by written notice to the Offeror (Contractor) at least 30 calendar days prior to the Standing Offer expiry date

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex “X” of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Daniel Burley**
Title: Procurement Team Leader
Organization: Natural Resources Canada
Address: 580 Booth Street, 5th Floor
Ottawa, Ontario, K1A 0E4
Telephone: (343) 543-7809
E-mail address: daniel.burley@nrcan-rncan.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority *(to be provided at Offer Issuance)*

The Project Authority for the Standing Offer is:

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

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



7.5.3 Contracting Authority *(to be provided at Offer Issuance)*

The Contracting Authority will be identified in the resulting Standing Offer.

The Contracting Authority is responsible for awarding Call-ups in accordance with the Call-up procedures in the Standing Offer. Upon the making of a Call-up, as the Contracting Authority, he/she is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer.

7.5.4 Offeror's Representative

(to be provided at Offer Issuance)

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Natural Resources Canada.

7.8 Call-up Procedures

The following procedures will apply to issue Call-ups Against the Standing offer:

- a) The Project Authority will provide the Standing Offer Holder with a preliminary Statement of Work prior to each event.
- b) The Standing Offer Holder will submit an Estimated Cost Proposal within five (5) days following receipt of the Statement of Work.
- c) When a confirmed, finalized Statement of Work will be established in conjunction with the NRCan Project Authority, the Standing Offer Holder will submit a Final Cost Proposal. The Final Cost Proposal will be based on the unit prices specified in the Basis of Payment and is subject to the approval of the Project Authority.
- d) The Standing Offer holder will be authorized to proceed with the Work, by the Contracting Authority through a completed and signed "Call-up." The Standing Offer Holder must not undertake any of the specified work unless and until a Call-up is issued. The estimated cost stated in the Call-up must not be exceeded without the specific written authorization of the Contracting Authority.
- e) The deliver deadlines as negotiated and specified in the Call-up must be adhered to.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery



3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$120,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 259,000.00 unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions; 4007 (2022-12-01) Canada to own Intellectual property rights in the foreground information.;
- e) the general conditions 2010B (2022-12-01) General Conditions: Professional Services (medium complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment
- h) Annex C, Insurance Requirements ;
- i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.



7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

7.16 Basis for Canada's Ownership of Intellectual Property

Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4007](#) (2022-12-01), Supplemental General Conditions – Canada to Own Intellectual Property Rights in Foreground Information

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.



7.4 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment at Annex “B”, for Work performed pursuant to the Call-up and subject to acceptance by the Project Authority.

7.1.1.1 Basis of Payment – Labour

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

Straight Time is defined as eight consecutive hours of work performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. Overtime is defined as hours outside of the Straight Time hours, including Statutory Holidays. The Contractor must obtain prior written approval from the Project Authority prior to the performance of any overtime work. Canada is not liable for overtime charges that are not pre-authorized by the Project Authority. Should overtime work be required and authorized, the hourly rates in Table 1 will be increased by **50%**.

For the purposes of this Call-up, “time in transit” is defined as the length of time (in 30 minute increments) that is required for the Contractor to travel from the Contractor’s facilities to the final destination (or vice versa). The means of transportation selected must be in accordance with the National Joint Council Travel Directive. Time in transit (excepting local travel and unless otherwise specifically provided for in the Call-up Against the Standing Offer) is subject to verification by and the approval of the Client. Reasonable rest periods will be permitted at the discretion of the Client. Where it is deemed that the Contractor may charge labour fees for time in transit, the Contractor will only be paid for the actual time in transit as defined above, including reasonable rest periods.

The Contractor is subject to the Applicable Laws as outlined in article 13 of the Standing Offer. As such, the Contractor is responsible for ensuring adherence to these Laws, including any applicable Labour Laws. The rates charged by the Contractor reflect this responsibility and Canada will not be subject to additional charges not expressly laid out herein.

7.1.1.1.1 Firm Hourly Rates – Labour

For the Labour associated with the Work described in the Statement of Work in Annex “A”, and according to Table 1 in Annex “B” Basis of Payment:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm hourly rates for a cost of **\$(TBD)**. 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.



7.1.1.2 Basis of Payment – Shipping

Any shipping costs incurred during the performance of a Call-up Against a Standing Offer will be reimbursed at cost and must be supported by original receipts. If additional shipping is required due to Contractor neglect, the associated costs will not be reimbursed to the Contractor.

7.1.1.2.1 Ceiling Price – Shipping

For the shipping costs associated with the Work described in the Statement of Work in Annex “A”.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, a ceiling price of **\$ (TBD)**. Customs duties are included and Applicable Taxes are extra.

7.1.1.3 Basis of Payment – Warehousing

A firm, all-inclusive monthly rate per cubic foot for warehousing applies for the upholding and storage of crated and uncrated government-owned equipment as per the Inventory List at Annex “E”. This rate includes management, upkeep and data entry in the storage system.

7.1.1.3.1 Firm Monthly Rate – Warehousing

For the warehousing fees associated with the Work described in the Statement of Work in Annex “A”, and according to Table 2 in Annex “B” Basis of Payment:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm monthly rate per cubic foot for a cost of **\$ (TBD)**. Customs duties are included and Applicable Taxes are extra.

7.1.1.4 Basis of Payment – Forklift

A firm, all-inclusive hourly rate will apply for the use of a forklift within the Contractor’s warehouse. The hourly rate for the forklift operator (Warehouse Person) is separate from the forklift rate and is provided under article 7.5.1.1 Basis of Payment – Labour.

7.1.1.5 Firm Hourly Rate – Forklift

For the forklift fees associated with the Work described in the Statement of Work in Annex “A”, and according to Table 3 in Annex “B” Basis of Payment:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm hourly rate for a cost of **\$ (TBD)**. Customs duties are included and Applicable Taxes are extra.

7.1.1.6 Basis of Payment – Item Handling

A firm, all-inclusive ¼ hourly rate (rate for 15 minute increment of work) will apply for item handling within the warehouse. Item handling involves removal of an item or items from storage, labelling the item(s), preparation of the item(s) for shipping, and any other related administrative tasks. Item handling does not include the use of a forklift with Operator.

7.5.1.5.1 Firm ¼ Hourly Rate – Item Handling



For the item handling fees associated with the Work described in the Statement of Work in Annex "A", and according to Table 4 in Annex "B" Basis of Payment:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm ¼ hourly rate for a cost of **\$(TBD)**. Customs duties are included and Applicable Taxes are extra.

7.5.1.6 Basis of Payment – Direct and Subcontracted Expenses

7.5.1.6.1 Direct Expenses

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

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

Direct expenses will be charged at net cost with a **(TBD)% mark-up** to cover overhead and profit.

7.5.1.6.2 Subcontracting

Subcontracted items include any expenses incurred during the performance of the Work or for the purpose of the project for which a separate contract exists between the Contractor and the person or firm providing the goods/services. Subcontracted items may include, but are not limited to, the following: on-site drayage, forklift services, water supply, plant and flower rental or purchase, electrical services, tent and flooring rental, security, etc.

All subcontracted requirements will be provided at net cost with a **(TBD) % mark-up** to cover overhead and profit. Invoices from the Contractor to Canada must be accompanied by copies of invoices from the subcontractors. Invoices from second-tier subcontractors (the subcontractors of the Contractor's subcontractors) are not required under the Contract.

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

7.5.1.6.3 Limitation of Expenditure – Direct and Subcontracted Expenses

For the Direct and Subcontracted Expenses associated with the Work described in the Statement of Work in Annex "A", including the applicable Direct and Subcontracted Expenses Mark-up as per Table 5 in Annex "B" Basis of Payment:

1. Canada's total liability to the contractor for the Direct and Subcontracted Expenses under this Contract will not exceed **\$(TBD)**. Customs duties are included and Applicable Taxes are extra.



2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Contracting Authority in writing as to the adequacy of this sum when:
 - a) it is 75 percent committed, or
 - b) four (4) months prior to the Contract expiry date, or
 - c) if the Contractor considers that the funds provided are inadequate for the completion of the Work, whichever comes first.
3. In the event that the notification refers to inadequate funds, the Contractor will provide to the Contracting Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

7.5.1.7 Basis of Payment – Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>), and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”.

With respect to Modules 2, 3, and 4 of the Directive, meals will be reimbursed based on receipts up to a maximum of the daily allowance specified in Appendix C or D of the Directive, as applicable. If receipts are unavailable, the Contractor may sign a Declaration in order to receive reimbursement.

Note: The Contractor is not an employee of Canada and as such, is not eligible for any Government of Canada employee benefits as they pertain to the National Joint Council Travel Directive, or otherwise. This includes any provisions pertaining to “travel status” as set out in the Directive which are not expressly permitted herein.

All travel must have the prior written authorization of the Project Authority.

All payments are subject to government audit.

7.5.1.7.1 Ceiling Price – Travel and Living Expenses

For the Contractor's Travel and Living Expenses associated with the Work described in the Statement of Work in Annex “A”.

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, to a ceiling price of **\$ (TBD)**. Applicable taxes are extra.



The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

7.6 Invoicing Instructions

Invoices shall be submitted using **the following method**:

E-mail:

Invoicing-Facturation@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 Offer and Call up number: _____

7.7 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.

7.8 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](#)".

7.9 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name of the entity awarded this contract] respecting administration of this



contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca



ANNEX "A" STATEMENT OF WORK

A1. REQUIREMENT

Natural Resources Canada (NRCan) requires services in support of its exhibit programs. NRCan participates in approximately 40 events of varied sizes each year. The services required include:

- storage and warehousing of a variety of exhibit properties and participation-related items;
- reporting on the status of exhibits;
- maintenance of inventory records;
- exhibit refurbishment;
- transportation/shipping;
- material handling;
- shipping and receiving;
- set-up and dismantling;
- inspection and cleaning of 10' x 10' or smaller exhibits;
- inspecting panels and structures for exhibits upon return to warehouse and the process that follows;
- preparation and contracting for logistics including booking of space, ordering of services (drayage, electrical, furniture, carpeting, etc);
- coordination of consolidation of publications with outbound exhibits; and
- disposition of materials returned from events.

A2. CONSTRAINTS/ISSUES

The warehousing facility **should** be located within 25 km of NRCan's offices at 580 Booth Street, Ottawa, Ontario, given that the representatives of the various programs at NRCan often find it necessary to visit the warehouse and perform visual confirmations relating to the condition of the displays. This will also allow for quick and easy reviews of any damaged properties or graphics and for the quick consolidation of exhibit materials from NRCan's offices as well as the publications warehouse.

The Standing Offer Holder is responsible for transferring the government-owned equipment to its storage at the Standing Offer Holder's expense. The equipment is presently located in Gatineau, Quebec.

A3. RELOCATION OF MATERIALS

If required, the materials will be moved to a new Standing Offer Holder's location from the current Standing Offer Holder's warehouse on a date to be determined and agreed upon. The physical transfer of the materials is estimated to take two (2) days with one (1) truck and two (2) men. The move will be performed in the presence of at least one (1) representative from the NRCan Exhibits group.

A4. WAREHOUSING

The warehousing service includes the provision of an interior, suitable and secure space for storage of NRCan display materials. A suitable space is one with a concrete floor, strong metal shelving units measuring 8'-10' wide, at least 4' deep and with adjustable height shelving accessible by forklift in order to accommodate standard wooden pallets as necessary. The secure space refers to being protected from the weather in a locked building during closed business hours. Solid, permanent walls are imperative. Material handling equipment and warehousing aids will be necessary for efficient and safe handling of NRCan exhibit materials. Additional services may be required, as listed below.



Requirements:

- Approximately **2000 – 3000 cubic feet** of easily accessible storage space. In this case, easily accessible signifies that NRCan staff will be able to walk-in to the warehouse during regular business hours (Mon. - Fri., 8:00am to 5:00pm; unless strict rules are in place in case of pandemic or other) to put their hands on the most frequently used exhibits without the use of equipment. Larger, less frequently used materials can be stored above and accessed by a forklift. The assigned space for exhibits, which include pop-up systems, crates and wrapped materials, must be all under one roof and together in a specified, dedicated area.
- Returning exhibits (pop-ups) will be inspected and verified prior to being stored and a notification report must be prepared for each incoming exhibit.
- Each exhibit is named by its program name (usually acronyms/abbreviations) and the space for each exhibit must be labeled accordingly - the assigned space is to be used only by the named property. Assigning dedicated space will ensure that all exhibit materials are kept together and will allow the warehouse manager to see if a particular property is available at any given time.

Note: for any situation requiring space reallocation within the warehouse where NRCan exhibit properties will need to be moved, NRCan must be advised prior to the move (3 business days) and an NRCan representative must be present during the move of the NRCan exhibit properties.

- During regular business hours (Mon. - Fri., 8:00am to 5:00pm; unless strict rules are in place in case of pandemic or other), responses to requests regarding the status of exhibits must be within 15 minutes. The key contact at the exhibit warehouse must be available by cell phone during regular business hours. Requests may vary from whether an exhibit is in or out, broken or in good condition or in another section of the warehouse being repaired. If the key contact at the exhibit warehouse is not available, then the warehouse manager will be contacted for immediate answers as to the status. These requests should be easily answered by relying on the dedicated space assigned to each exhibit. It is imperative that all in-bound and out-bound shipments are handled in a timely fashion (within 24 hours). The use of a forklift will be required for some of the exhibits and, on occasion, there will be sudden and immediate needs requiring rapid responses (same day turnaround).
- Communication with warehouse staff will be required by telephone or by visits to the warehouse from NRCan staff during standard working hours. In other words, NRCan staff is to have access to the warehouse during regular business (Mon. - Fri., 8:00am to 5:00pm; unless strict rules are in place in case of pandemic or other).
- The warehouse must follow **good warehousing practices at all times**: well-maintained and neat stacks, well organized with floors swept clean on a weekly basis, free of pests/rodents, well-lit, and well-ventilated. Warehouse facilities must have a sprinkler system and proper fire extinguishing equipment as well as a security and fire alarm system for after hour's security.
- Each individual program exhibit is self-contained and individual components cannot and must not be removed for use by other programs unless there is **written** approval from the NRCan Project Authority.
- Definition of terms:
 - A crate** is a custom-made wooden box.
 - A case** is made of plastic/PVC and is standard for the type of pop-up it carries.
 - A box** is made of cardboard.
 - A bag** is made of out nylon and contains banner rollups (single or multiple).Written or in writing includes communication by mail or email.

A5. SHIPPING AND RECEIVING

These services involve assembling and consolidating (shrink-wrapping when appropriate) NRCan exhibit materials for shipment across Canada as well as working directly with the transportation/shipping/courier company to accommodate requests. The requests will be received via email.

Requirements for Shipments in Preparation for an Event:

- Consolidation of publications and other materials, which may be from external sources, with the appropriate exhibit. All shipments to be received at the warehouse for consolidation will be labeled with the group identifier,



show name and location to be matched up with the outbound exhibit. Confirmation of receipt must be sent to the NRCan Project Authority.

Requirements for Shipments Returning from an Event:

- Receipt and reporting for incoming exhibits and materials.
- Publications and other returning materials accompanying exhibits, not normally stored with the exhibits, will have separate instructions provided by the NRCan Project Authority by either email or by instructions on the labels.
- Exhibits returning to storage after use require inspection and cleaning of the crate or case as well as the structure and graphics. In most cases, a quick set-up of the exhibit (for the pop-ups only) will be required. In other cases, an examination of the crates or cases and an opening of the crates or cases to visually review how the contents were packed are required. An NRCan program representative should be on hand to assist in the examination of crates. All exhibits should have a supply of warehouse return labels maintained inside the case or crate. **As part of the inspection of the returning exhibit, this supply of labels must be replenished regularly.**
- An inspection report must be prepared and emailed to the NRCan Project Authority for every exhibit returning to storage. Any repairs or touch-ups required are to be identified in writing on the reports. No repairs are to be done without written authorization from the NRCan Project Authority. The written authorization will detail requirements and procedures.

Requirements for Outbound Shipments to an Event:

- Provide experienced warehouse persons to prepare publications & exhibits for shipments including packing and shrink-wrapping on pallets where and when appropriate.
- Outbound packing slips must accompany each order and a copy must be emailed to the NRCan Project Authority upon completion.
- Ensure that each outbound shipment is complete, in good condition, and is consolidated with any additional boxes received separately. No verification of case or crate contents is necessary for outbound shipments, as this should be done upon return from events. Outbound shipments with no publications must be flagged for confirmation with NRCan Project Authority one day prior to shipping.
- For local venues, set-up and dismantling may or may not be required. For the few exhibits that are not standard pop-ups, photos and written instructions are included in the cases.
- Transportation services are to be arranged primarily by NRCan or by our logistics services company making preparations on our behalf, but these services may be requested to be performed by the Standing Offer Holder.

NOTE: *more than one NRCan display may have to be prepared for shipping in the same time frame and may be destined for different venues. As well, there will be multiple separate incoming shipments of literature for consolidation with outgoing displays at the same time as shipments are returning. Mix-ups and errors are not acceptable. The warehouse will pay for additional costs resulting from warehouse error. If the result of the mix-up (such as missing publications or display materials or their late arrival) is that participation in an event is deemed worthless by the NRCan participant, the Standing Offer Holder may be called upon to pay all costs associated with the department's participation including but not limited to space, logistics, transportation/shipping, travel and accommodations of staff.*

Requirements for Outbound Shipments to NRCan offices or Publication Warehouse (DLS/St. Joseph):

- Instructions will be provided by the NRCan Project Authority or written on the boxes. These instructions must be followed. Publications that are to be returned to the publication warehouse must be labeled identifying them as to the show from which they are returning. They must be sent promptly and not held for consolidation with other returning publications.

A6. REPAIRS AND FABRICATION



Requirements:

- The Standing Offer Holder will provide NRCan with digital pictures by **email** of any damages to the exhibit materials and a detailed cost estimate for the repairs. If a visit to the warehouse is recommended, this can be arranged.
- No repairs are to be carried out without written authorization from the NRCan Project Authority.
- Fabrication indicates the printing of a replacement panel but does not include production of entirely new exhibits.

A7. SET-UP AND DISMANTLING LOCALLY

The Standing Offer Holder may be called upon to provide transportation, set-up and dismantling services of NRCan exhibits in the National Capital Region, as follows:

Requirements:

- Each installation and dismantling of exhibits will be completed as per NRCan instructions provided on the logistics/instruction sheet.
- A quote must be received and approved prior to provision of services
- Include, with the invoice, a working sheet showing the number of hours worked for set-up and dismantle.
- Standard pop-ups are to be set-up by 1 person in less than 30 minutes.
- Installation and dismantling that will be done by an experienced installer is to be done in a professional manner. Experienced denotes someone who has done at least 4 installations/dismantles of pop-up type exhibits within the previous 12 months. The installer may be requested to perform additional related tasks during installation/dismantle of the exhibit.

A8. SERVICES FOR PAVILIONS AT LARGE EVENTS

The Standing Offer Holder may be requested to provide a quote and subsequent services for NRCan at large events. For instance, NRCan has a presence at a key auto show in Toronto. The components used at this show would be mainly rental Octanorm systems to create counters, kiosks with banners, and custom shaped walls. To complete the look of the exhibit, lights and light trusses are sometimes rented from on-site show suppliers.

Services required for these types of events include transportation, set-up and dismantling (installation can take 3 or more days with a team of 3 or more) and supervision of all related site labour and services such as forklift operations. As well, an extensive source of rental Octanorm components would be required.

As part of the planning for the use of the large exhibits, the Standing Offer Holder will also be requested to provide estimates for the time required for external services such as forklift operations. The Standing Offer Holder may be called upon to provide supervision of set-up and dismantling operations, and this supervision will include the verification of receipt of services from external suppliers so that all invoices can be verified/audited.

A9. LOGISTICAL SERVICES

The Standing Offer Holder may be called upon to provide the coordination of services to meet logistics requirements including the rental of space, ordering of electrical service, material handling, carpeting, padding, furniture, and any special lighting requirements, as well as transportation of exhibit materials to and from the locations of the events. A preparation of a logistics summary is required (sample provided at Annex "E"). Given that some of the events in which NRCan participates run on the weekend, contact numbers for a key person from the contracting company will be required in case of emergencies while at the event.

Rental of space



- Recommend options for the location based on availability and in compliance with the Communications Policy for the federal government.
- Act as liaison between event organizers and NRCan where and when required.

Logistics

- Liaise with contractors as per the exhibitor manual provided by the event organizer or, where not available, work with local suppliers for: installation and dismantling material handling; ordering of electrical service, carpeting, padding, furniture, and lighting (where required and not provided by the event organizer).
- Preparation of logistics sheet where all exhibit participation details are consolidated for ease of reference by NRCan representatives who will be staffing at the exhibit. (sample logistics sheet provided).
- Coordinate shipping to and from the exhibit warehouse; some local courier service between NRCan and the warehouse may also be required.

A10. INVENTORY

The exhibit warehouse will maintain an inventory list initially provided by NRCan. The list contains the dimensions of all crates and exhibits. The Standing Offer Holder will add any new exhibits to the inventory list. An updated report (Excel spreadsheet) must be forwarded to the NRCan Project Authority by email on a **quarterly basis** starting on 15th of the first month following awarding of the new standing offer whether there have been any changes or not. These dates will be confirmed following the awarding of the standing offer.

A11. INVOICES AND PROPOSALS (PRICE QUOTATIONS)

Requirements:

- All warehousing and handling invoices must reflect an entire calendar month and be supplied to the NRCan Project Authority once per quarter within 2 weeks of the end of the month.
- Invoices for inventory/warehousing must be presented by program name and space requirement, indicating time frame during which the services were provided.
- Invoices and proposals for exceptional projects (mining shows, etc) are to be prepared per event and must be all-inclusive.
- Separate invoices for each program; and details must be separated by program name as well as show name and dates. Each invoice must have an individual invoice number.
- Each invoice reflecting receipt of returning display materials must have an inspection report attached as confirmation of the physical condition of those display materials.
- Invoices for the coordination of logistics for participation at an event must be detailed and organized by event. A spreadsheet at the end of the fiscal year showing the breakdown of costs is also required.
- When requested in writing, cost estimates for specific projects should be all inclusive: removal from warehouse space, consolidation with other on-site exhibits or with incoming materials, additional services as requested in writing and inspection for the return of materials to the warehouse.

Note: *The service of preparing an exhibit for shipping includes removal from storage, consolidation with other materials, packing on a palette and shrink-wrapping as necessary. This should be billed as one continuous action.*

A12. OTHER CONSIDERATIONS

- Services must be provided within regular working hours (Mon. - Fri., 8:00am to 5:00pm; unless strict rules are in place in case of pandemic or other). Requests for services outside regular hours and on statutory holidays will be arranged 24 hours in advance.



- Any instructions for retrieval of materials from storage will be provided to the Standing Offer Holder in writing from the NRCan Project Authority.
- The exhibit warehouse will handle special or urgent requests by the NRCan Project Authority promptly and diligently. Regular requests have an advance notice of at least 1-2 weeks, special or urgent requests may be as short as same day. A special or urgent request could be the preparation of an exhibit for shipping or taking an exhibit to a local facility and setting it up.
- The Standing Offer Holder will provide valid insurance (full replacement value for contents) independent of its general insurance policy to cover the replacement of the full-value cost of each of the NRCan exhibits that are damaged by the Standing Offer Holder.
- The Standing Offer Holder will provide recycling services for old or damaged displays. Recycling is authorized in writing by the NRCan Project Authority. Materials are recycled in the standard environmental recycling system of metals/plastics/paper as appropriate. Any Government of Canada inventory tags must be noted and NRCan must be notified prior to recycling of items bearing these inventory tags.
- Types of labour required: warehouse, repairs, installation & dismantling of a variety of exhibits, and some local transportation.

A13. ADDITIONAL SUPPLIER RESPONSIBILITIES

Turnaround time for response to general inquiries:

- Invoices - 48 hours
- Quotes on repairs - 24 hours
- Availability of exhibit materials - 60 minutes
- Receiving and checking condition or consolidation - 24 hours (maximum)

Note: *There may be certain situations requiring less turnaround time.*



ANNEX "B" BASIS OF PAYMENT

The Offeror must quote all prices in Canadian dollars, Applicable Taxes extra, FOB destination. The Offeror may not propose any options, provide any optional pricing, or stipulate any conditions. Any Offeror that includes any options or conditions whatsoever will be deemed non-responsive.

Table 1 – Firm Hourly Rates – Labour:

The Offeror must quote firm hourly rates for each category of labourer in accordance with article 6.5.1.1 Basis of Payment – Labour in the Resulting Contract Clauses. These firm fixed all-inclusive hourly rates will form part of any resulting Standing Offer and Call-up Against a Standing Offer. Should overtime work be required and authorized, these hourly rates will be increased by 50%. For any option period exercised by the Standing Offer Authority, these hourly rates will be increased by 2%.

Category of Labourer	Firm All-Inclusive Hourly Rate	Number of Hours (for Evaluation Purposes Only)	Total Labour Fee (firm all inclusive hourly rate x number of hours)
Project Coordinator		5	\$0.00
Administrative Support		1	\$0.00
Site Supervisor		10	\$0.00
Site Installation Labourer		15	\$0.00
Warehouse Supervisor		2	\$0.00
Warehouse Person (forklift operator)		2	\$0.00
Designer		1	\$0.00
Carpenter		1	\$0.00
Display man		1	\$0.00
Electrician		2	\$0.00
Painter		2	\$0.00
Printer		2	\$0.00
Total Labour Fee (excluding Applicable Taxes) For Evaluation Purposes Only			\$0.00

Table 2: Firm Monthly Rate - Warehousing

The Offeror must quote a firm monthly rate per cubic foot for warehousing services in accordance with article 6.5.1.3 Basis of Payment – Warehousing in the Resulting Contract Clauses. This firm fixed all- inclusive monthly rate per cubic foot will form part of any resulting Standing Offer and Call-up Against a Standing Offer. For any option period exercised by the Standing Offer Authority, this monthly rate will be increased by 2%.

Firm All-Inclusive Monthly Rate Per Cubic Foot	
Cubic Feet of Warehousing Space (for evaluation purposes only)	500
Total Warehousing Fee (excluding Applicable Taxes) For Evaluation Purposes Only (firm all inclusive monthly rate per cubic foot x cubic feet of warehousing space)	\$0.00



Table 3: Firm Hourly Rate – Forklift

The Offeror must quote a firm hourly rate for use of a forklift within the Offeror's warehouse in accordance with article 6.5.1.4 Basis of Payment – Forklift in the Resulting Contract Clauses. This firm fixed all-inclusive hourly rate will form part of any resulting Standing Offer and Call-up Against a Standing Offer. For any option period exercised by the Standing Offer Authority, this hourly rate will be increased by 2%.

Firm All-Inclusive Hourly Rate for Use of a Forklift	
Hours of Forklift Operation (for evaluation purposes only)	2
Total Forklift Fee (excluding Applicable Taxes) For Evaluation Purposes Only (<i>firm all-inclusive hourly rate for use of a forklift x hours of forklift operation</i>)	\$0.00

Table 4: Firm ¼ Hourly Rate – Item Handling

The Offeror must quote a firm ¼ hourly rate (rate for 15 minute increment of work) for item handling within the Offeror's warehouse in accordance with article 6.5.1.5 Basis of Payment – Item Handling in the Resulting Contract Clauses. This firm fixed all-inclusive ¼ hourly rate will form part of any resulting Standing Offer and Call-up Against a Standing Offer. For any option period exercised by the Standing Offer Authority, this ¼ hourly rate will be increased by 2%.

Firm All-Inclusive ¼ Hourly Rate for Item Handling	
Number of 15 minute increments (for evaluation purposes only)	2
Total Item Handling Fee (excluding Applicable Taxes) For Evaluation Purposes Only (<i>firm all-inclusive 1/4 hourly rate for item handling x number of 15 minute increments</i>)	\$0.00

Table 5: Limitation of Expenditure – Direct and Subcontracted Expenses

The Offeror must quote a firm all-inclusive Mark-up on Direct and Subcontracted Expenses as a percentage in accordance with article 6.5.1.6 Basis of Payment – Direct and Subcontracted Expenses in the Resulting Contract Clauses. The firm all-inclusive Direct and Subcontracted Expenses Mark-up will form part of any resulting Standing Offer and Call-up Against a Standing Offer. For any option period exercised by the Standing Offer Authority, this Mark-up percentage will remain unchanged.

Firm All-Inclusive Mark-up on Direct and Subcontracted Expenses	%
Total of Direct and Subcontracted Expenses (for evaluation purposes only)	\$2,000.00
Total Direct and Subcontracted Expenses Including Mark-up (excluding Applicable Taxes) For Evaluation Purposes Only (<i>firm all-inclusive mark-up on direct and subcontracted expenses x total of direct and subcontracted expenses</i>)	

TOTAL ALL-INCLUSIVE BID EVALUATION VALUE (BEV) FOR EVALUATION PURPOSES ONLY* (TOTAL FROM TABLES 1-5)



****NOTE: Although the Bid Evaluation Value is calculated for evaluation purposes only and will not form part of any resulting Standing Offer, the prices and rates quoted by the Offeror in Tables 1, 2, 3, 4, and 5 will apply to any resulting Standing Offer and Call-up Against a Standing Offer as indicated herein.***

An electronic version of this Annex is available by Contacting the Contracting Authority named in Part 7, article 5.1.



ANNEX "C" INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY

INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.



ANNEX “E” INVENTORY LIST

Attached



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.

Please see below.



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	<p>The Offeror must identify one (1) individual as the Primary Project Coordinator, and one (1) individual as the Back-up Project Coordinator.</p> <p>The Primary and the Back-up Project Coordinators must have obtained at least three (3) <u>years experience within the last 14 years</u>, in coordinating exhibit warehousing, handling, maintenance and repairs and/or installation, dismantling and logistics of trade show participation.</p> <p>In order to demonstrate the above, the Offeror must provide a description of the proposed Primary Project Coordinator's work history. The work history must include all of the following information:</p> <ul style="list-style-type: none">• The name of each place of employment that is <u>relevant to exhibits and/or trade show participation</u>;• The proposed Primary Project Coordinator's responsibilities for each place of employment and the relevance to exhibits and/or trade show participation;• The period of time that the proposed Primary Project Coordinator worked in each place of employment (from month and year to month and year). <p>A description of the proposed Back-up Project Coordinator's work history. The work history should include all of the following information:</p> <ol style="list-style-type: none">a) The name of each place of employment;b) The proposed Back-up Project Coordinator's responsibilities for each place of employment		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
<p>M2</p>	<p>The Offeror must identify one (1) individual as the Primary Warehouse Supervisor, and one (1) individual as the Back-up Warehouse Supervisor.</p> <p>The Primary and the Back-up Warehouse Supervisor must: Be employees of the firm submitting the offer have obtained at least three (3) years' experience within the last 12 years, in exhibit warehousing and handling.</p> <p>In order to demonstrate the above, the Offeror must provide:</p> <p>A description of the proposed Primary Warehouse Supervisor work history. The work history must include all of the following information:</p> <ul style="list-style-type: none"> • The name of each place of employment; • The proposed Primary Warehouse Supervisor responsibilities for each place of employment and the relevance to exhibit warehousing and handling; • The period of time that the proposed Primary Warehouse Supervisor worked in each place of employment (from month and year to month and year). <p>A description of the proposed Back-up Warehouse Supervisor work history. The work history must include all of the following information:</p> <ul style="list-style-type: none"> • The name of each place of employment; • The proposed Back-up Warehouse Supervisor responsibilities for each place of employment and the relevance to exhibit warehousing and handling <p>The period of time that the proposed Back-up Warehouse Supervisor worked in each place of employment (from month and year to month and year).</p>		
<p>M3</p>	<p>The Offeror must identify one (1) individual as the Primary Site Supervisor, and one (1) individual as the Back-up Site Supervisor.</p> <p>The Primary and the Back-up Site Supervisor must:</p> <ul style="list-style-type: none"> • Be employees of the firm submitting the offer • have obtained at least three (3) years' experience within the last 14 years, in coordinating exhibit installation and dismantling. • The Primary Site Supervisor must have previous experience supervising a site set-up of 500 sq ft or larger; • The Back-up Site Supervisor must have previous experience supervising a site set-up of 200 sq ft or larger <p>In order to demonstrate the above, the Offeror must provide:</p> <p>A description of the proposed Primary and the Back-up Site Supervisor work history. The work history must include all of the following information:</p> <ul style="list-style-type: none"> • The name of each place of employment; • The proposed Supervisor's responsibilities for each place of employment. • The period of time that the proposed Primary Site Supervisor worked in each place of employment (from month and year to month and year). 		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M4	<p>The Offeror must demonstrate that it has been contractually bound with two (2) different external clients* to provide exhibit warehousing, handling, shipping, installation, dismantling, coordinating of logistics maintenance and repairs of large exhibits (a minimum of 1,000 square feet).</p> <p>Each of the contracts must have been started or completed within the last 12 years.</p> <p>Each of the contracts must have been for large exhibits (a minimum of 1,000 square feet).</p> <p>These two (2) contracts when combined should demonstrate that the Offeror has provided all of the following services (i – v):</p> <ul style="list-style-type: none"> i. warehousing and handling of exhibits; ii. shipping of exhibits; iii. installation of exhibits; iv. dismantling of exhibits; v. coordinating of logistics vi. maintenance and repairs of exhibits. <p>For each of the two (2) contracts, the Offeror should provide the following information (I – vi): the name of the project/exhibit;</p> <ul style="list-style-type: none"> i. the name of the project/exhibit; ii. the size of the exhibit (in square feet); iii. the Client contact information; iv. the contract start date (month and year) v. the contract end date (month and year); vi. a detailed description of the contract requirements for exhibit warehousing, handling, shipping, installation, dismantling, coordinating of logistics maintenance and repairs <p><i>*External client(s): means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.</i></p> <p><i>**Internal client(s): means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder</i></p>		
M5	<p>The bidder MUST provide the location of the warehousing facility (Physical address).</p>		