

CANADIAN HERITAGE**REQUEST FOR PROPOSALS**

REQUEST NUMBER: 10150403

TITLE OF PROJECT: Preparation, Installation, Removal and Maintenance of Light Strings for the Christmas Lights Across Canada (CLAC) Program

REQUEST DATE: July 22nd, 2015

CLOSING DATE AND TIME: August 31st, 2015, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Telephone: 819-997-2389
Facsimile: 819-953-4133
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage (PCH) is seeking to establish a contract with a firm that will provide the Preparation, Installation, Removal and Maintenance of Light Strings for the Christmas Lights Across Canada (CLAC) Program, in accordance with the Statement of Work attached hereto as Annex "A". This contract will cover the CLAC Program for two years (2015-16 and 2016-2017 seasons) with two option years (2017-18 and 2018-19 seasons), as detailed in the Statement of Work.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2 p.m., EDT, on August 31st, 2015, at 15 Eddy Street, 2nd Floor (15-2-C), Gatineau, Quebec, K1A 0M5.

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "F". By signing and submitting this form, Bidders are confirming that they have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and that:

1. They consider themselves and their products able to meet all the mandatory requirements (financial and technical) in the bid solicitation;
2. Their bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If they are awarded a contract, they will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation in Part 6 – Resulting Contract Clauses.

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PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus annexes and attachments, 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

- a. The Articles of Agreement;
- b. The general conditions 2035 (2015-07-03) – Higher Complexity – Services;
- c. Annex A: Statement of Work;
- d. Annex C: Basis of Payment;
- e. Annex D: Security Requirements Check List;
- f. Annex E: Insurance Requirements;
- g. The Contractor's Bid dated _____.

2. Summary

Canadian Heritage (PCH) is seeking the service of a contractor to prepare, install, remove and maintain a stock of Christmas Light strings on an annual basis at various sites in Ottawa and Gatineau along Confederation Boulevard. The contractor will be required to prepare all the Christmas light strings, bulbs and support equipment, perform the installation, maintain the lighting while installed, remove the lighting and store it for the duration of the contract. PCH will supply all Christmas light bulbs and strings.

The Contractor must have at time of tender all required permits to work in the provinces of Ontario and Quebec.

This contract will cover the Christmas Lights Across Canada program for two years (2015-16 and 2016-2017 seasons) with two option years (2017-18 and 2018-19 seasons).

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 debriefings may be in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [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 (PWGSC).

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 (2015-07-03) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of bids

Bids must be submitted only to Canadian Heritage (PCH) Mail room / Bid Receiving by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted electronically or by facsimile to PCH will not be accepted.

3. Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Please note that no questions will be answered during the week of August 10-14, 2015.

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 details 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section 1: Technical Bid: 4 hard copies

Section 2: Financial Bid: 1 hard copy

Section 3: Certifications: 1 hard copy

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

Canada requests that the bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations ([Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) at <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>) into the procurement process. To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section 1: 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 in a thorough, concise and clear manner for carrying out the work.

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

Section 2: Financial Bid

Bidders must submit their financial bid in accordance with table 1.1 (All-inclusive Price per string) at Annex "C" - Basis of Payment.

The total amount of applicable tax(es) must be shown separately, if applicable.

Section 3: Certifications

Bidders must submit the certifications as required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation. Mandatory technical evaluation criteria are included in Annex “B”.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification during the evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

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.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications 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 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 the time period will render the bid non-responsive.

2.1 Status and Availability of Resources

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

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

Signature of authorized representative

2.2 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.

Signature of authorized representative

PART 6 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the Contractor’s technical bid entitled _____, and dated _____.

2. SACC Clauses and Conditions

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

2.1 General Conditions

2035 (2015-07-03) General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

3. Security Requirement

3.1 The following security requirements apply and form part of the Contract.

SITE ACCESS STATUS (Outside - on Parliament Hill, Ottawa)

1. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid SITE ACCESS STATUS, granted or approved by PCH.
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.
3. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information.
5. The Contractor must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex D;

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract for a duration of two years (2015-16 and 2016-2017 seasons) with two option years (2017-18 and 2018-19 seasons).

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year periods under the same conditions. The Contractor agrees that during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Department of Canadian Heritage
15 Eddy Street, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

Telephone: 819-997-2389
Facsimile: 819-953-4133
E-mail: contrats-contracting@pch.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.

5.2 Technical Authority

To be inserted at contract award.

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

To be inserted at contract award.

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "C" , to a limitation of expenditure of \$_____. Customs duties are included and applicable tax is extra, if applicable.

6.2 Limitation of Expenditure

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and applicable tax is extra, if applicable.

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

whichever comes first.

6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

SACC Manual Clause H3010C (2010-01-11) Milestone Payments.

7. Invoicing Instructions

7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.2 Invoices must be distributed as follows:

The original must be forwarded to the Project Authority of the Contract for certification and payment.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined

that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

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

10. Priority of Documents

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

- a. The Articles of Agreement;
- b. The general conditions 2035 (2015-07-03) – Higher Complexity – Services;
- c. Annex A: Statement of Work;
- d. Annex C: Basis of Payment;
- e. Annex D: Security Requirements Check List;
- f. Annex E: Insurance Requirements;
- g. The Contractor's Bid dated _____.

11. Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

12. Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

13. 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.

14. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex “E”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" STATEMENT OF WORK

1. Scope

1.1 Title

Preparation, Installation, Removal and Maintenance of Light Strings for the Christmas Lights Across Canada Program.

1.2 Introduction

PCH is seeking a contractor to prepare, install, remove and maintain a stock of Christmas Light strings on an annual basis at various sites in Ottawa and Gatineau along Confederation Boulevard.

1.3 Background

Christmas Lights Across Canada is an annual program put on by Canadian Heritage (PCH) in which over 200,000 lights are installed in Ottawa and Gatineau to beautify Confederation Boulevard during the holiday season.

The program encompasses fourteen (14) sites in the Ottawa/Gatineau area:

In Ottawa:

Parliament Hill
The National War Memorial
Rideau Canal Park
Confederation Park
Peacekeeping Monument
Elgin Street
Majors Hill Park
Nepean Point
Mackenzie Triangle
Garden of the Provinces
Victoria Island
Mackenzie Street

In Gatineau:

Jacques Cartier Park
Portage Park

This list of locations is current as of the time of posting. Some sites may be removed or other sites added based on the requirements of the program.

The work will take place outdoors during late fall and winter months. Contractors should anticipate and plan for inclement weather and difficult conditions.

Electrical equipment and lighting inventory will be available for pickup at PCH Warehouse at 84 Bayview Road in Ottawa, Ontario.

The work is based on the details in the attached Program Book (Lighting Design v. 2015 - see attachment 1 to Annex "A"). The document is current for the program at the time of posting. Details may change throughout the course of the contract with sites added, removed or adjusted.

2. Requirements

2.1 Tasks, Activities, Deliverables and Milestones

	Phases	Anticipated Timelines
1.	Preseason work	September – October
2.	Installation	October
3.	Program/Maintenance	December – January
4.	Post-Program/Removal	February – March
5.	Close-out and inventory report	March
6.	Storage	April-August

2.1.1 Preseason work (Phase 1 - September 1st)

(i) PCH will furnish LED Christmas Lights and strings sufficient to fulfil the Design Book along with spare bulbs and strings to account for damage and loss. Some strings will be assembled from previous years of use and any new strings and bulbs will be supplied as loose bulbs and strings. All strings will be 25 bulb C9 strings on one (1) foot spacing.

(ii) The contractor will be required to sort and assemble lighting strings according to the specifications of the Design Book. Lighting strings will be assembled in appropriate combinations and packaged for transport to sites. This work is generally begun in September once a supply a replacement bulbs and strings have been delivered but may be done at the discretion of the contractor provided all materials are ready for installation by the first Monday in October.

2.1.2 Installation (Phase 2 - upon completion of the preparation of the light strings for installation)

(i) Installation of the lights may begin after the first Monday in October with the exception of lighting at the National War Memorial and Parliament Hill.

(ii) Installation of lighting at the National War Memorial and Parliament Hill will take place after November 11th.

(iii) Each year, PCH Technical Authority will confirm a schedule for installation. Some flexibility will be allowed based on weather conditions but all installations must be completed by November 24th. Upon completion, the contractor will inform PCH Technical Authority and be available for an inspection of the sites.

(iv) Test all installations in the presence of PCH Technical Authority. Testing of all installations will be carried out after sunset during the two week period leading up the illumination ceremony

on the first Wednesday of December. If the contractor is unable to rectify problems at the time of testing he will be expected to do so the following day ready for re-testing that night.

(v) Set start and end times on timers provided by PCH in electrical cabinets and external timers. Timers will generally be set to turn on at 16:30 daily and shut down at 02:00. The exception to this will be the night of the launch ceremony when the start time will be determined by the requirements of the ceremony. Contractor will be required to reset all timers to 16:30 following the ceremony.

2.1.3 Program/Maintenance (Phase 3 - upon completion of installation)

(i) The program officially begins with a launch ceremony on Parliament Hill typically taking place on the first Wednesday of December.

(ii) Monitor and maintain all installations (lighting strings, extension cords, power supplies and timers) throughout the set-up period, operation period, and dismantling period. Repair or replace bulbs, light strings, extension cords, and timers as needed. All deficiencies and vandalism are to be reported to PCH Technical Authority. Monitoring must be done twice weekly on Tuesday and Friday of every week. Two additional inspections are to be performed, one on December 23rd and one December 30th to ensure full operation on December 25th and January 1st.

(iii) Respond to weekly reports concerning the condition of sites and any repairs or alterations that need work.

(iv) Respond within 24 hours to any areas of concern.

(v) Respond within 6 hours to any areas deemed by PCH to be of danger to the public (e.g. strings hanging over sidewalks)

(vi) Lighting in Jacques Cartier Park in Gatineau and Confederation Park in Ottawa will be left in place for Winterlude. Contractor will be required to ensure that all lighting is functioning before the start of Winterlude with the start date to be confirmed annually.

2.1.4 Post-program/Removal (Phase 4 - at the end of the program - January 8th)

(i) Remove lighting strings from trees and shrubs and return them to their respective bins. All strings must be dried out, coiled and tied. The bins must be marked and inventoried by the contractor at the end of every season and before being returned to the PCH warehouse at the end of the contract.

(ii) Annual removal of all lighting strings from all sites must be completed by March 31st. All lighting in Elm trees (on Elgin Street) must be removed annually no later than February 15th. All extension cords in sites not being kept for Winterlude must be removed by January 15th annually.

(iii) Contractor may be required to perform periodic maintenance on lighting that remains installed after the end of the program and before removal to prevent damage and ensure that they do not become a hazard.

(iv) Removal may commence immediately after the end of the program and should be completed before March 31st each year, however consideration will be given to extending the date if there is a risk to the trees and shrubs due to prolonged or unseasonably cold weather. In this event, the contractor must communicate with PCH Technical Authority and establish a schedule for removal based on upcoming weather forecasts. All lighting must be removed before trees begin to leaf out.

2.1.5 Close-out and Inventory (Phase 5 - upon completion of removal)

(i) Remove all damaged lights from cords. Bulbs must be re-distributed to build complete strings in order to determine the number of replacement bulbs required. Sort, count and organize all strings into bins.

(ii) Complete a full testing of all strings and send a report to PCH Technical Authority outlining the total number of complete strings for each colour set and the total number of replacement bulbs remaining for each colour. An annual purchase of replacement bulbs will be based on this count. If an accurate count is not received, PCH will purchase replacement bulbs at 10% of the total bulbs. The contractor will be responsible for filling any shortfall at his cost.

(iii) The report must be received by PCH Technical Authority no later than June 1st.

2.1.6 Storage (Phase 6 - upon completion of wrapping and storage of strings, inspection of all sites and the receipt of inventory counts)

(i) The contractor will store the completed strings and spare inventory in a clean and dry location. PCH will supply bins for the storage of the inventory.

(ii) PCH reserves the right to inspect any or all site work at any time. PCH reserves the right to inspect work performed at the contractor's place of business on a 48-hour notice.

2.2 Specifications and Standards

(i) Contractor must have all required work permits to work in Ontario and Quebec and perform installations on trees and structures up to 75 feet (23 meters) high.

(ii) The contractor and its staff must be qualified and have the necessary permits to work from aerial work platforms including, but not limited to, boom trucks, boom lifts, articulated lifts and cranes. Contractor must maintain current fall arrest certification for all staff who will work at height. Contractor must ensure compliance with all provincial regulations concerning fall protection.

(iii) Contractor must have knowledge of electrical loading to properly plan for electrical distribution and troubleshooting.

(iv) Installation Methodology:

- Strings are not to be wrapped around branches to secure them. The use of small tie-wraps no greater than 1/8" in width is permitted as well as the use of garden tape products to secure the strings.

- Strings below 15 feet (4.6 metres) in height above ground level must be secured to branches in at least two locations to reduce the risk of vandalism and risk to the public. This must be done in areas where the public may be at risk such as over sidewalks and other public pathways or where fallen strings may interfere with maintenance and snow clearing vehicles. Strings shall be secured with ty-wraps or gardening tape. Ty-wraps and tape shall be black or green in colour. Any excess material shall be trimmed from ty-wraps to improve aesthetics.
- All lighting strings and extension cord connection shall be taped together with black or green electrical tape. Lighting strings are not to be tied together. All extension cords should be secured to branches and trunks of trees using ty-wraps no greater than 1/8" in width to avoid vandalism and improve aesthetics. Only black extension cords are to be used.

2.3 Contractor Responsibilities

- (i) Install PCH supplied pony panels in trees and shrubs as required (details related to positioning of electrical loads and distribution will be determined once contract is awarded). Install extension cords from light strings to pony panels and distribution panels. Distribution panels will be provided and installed by the electrical contractor.
- (ii) PCH will provide for the pick-up of pony panels at the PCH warehouse at 84 Bayview Road in Ottawa during regular business hours. The contractor will be responsible to transport them to sites seasonally and return them to the warehouse after removal. Pony panels must be returned to PCH warehouse by January 15th with the exception of units identified to remain in place for use during Winterlude.
- (iii) Supply all consumable goods such as ty-wraps, gardening tape and electrical tape.
- (iv) Respect all electrical specifications and in the case of connection problems or unforeseen circumstances, provide alternatives to PCH. An adequate supply of electricity will be available at each display area.
- (v) Attend a final meeting, if required, on the various sites, along with the electrical contractor, PCH Technical Authority, and the appointed officer from the National Capital Commission (NCC) design department in order to obtain final approval. This meeting should take place one week prior to the Official Lighting Ceremony of the Christmas Lights Across Canada program.

2.3.1 Storage and Warehousing

- (i) Once the contract is awarded, the contractor must pick-up the inventory at award of contract and return all inventory and equipment to the PCH warehouse by June 15th at the end of the contract.
- (ii) Contractor will be required to transport all necessary equipment and inventory to and from the PCH warehouse and sites. The contractor must store all inventory at its own warehouse or storage facility in a secure, insured and climate controlled environment for the duration of the contract. The facility will need to accommodate at least 600 bins measuring 18" tall by 15" wide by 24" long. PCH reserves the right to inspect the contractor's storage facility before the contract is awarded.

(iii) Contractor is responsible for the replacement of any inventory lost or stolen from the contractor's storage facility for the duration of the contract.

2.3.2 Occupational Health and Safety

(i) When performing work for PCH, the contractor shall comply with all federal, provincial, and municipal laws and regulations regarding occupational health and safety. When federal, provincial or municipal provisions treat the same subject matter differently, the contractor shall comply with the strictest provisions.

(ii) The contractor acknowledges that it has been notified by PCH, that the sites on which it is performing work may be considered construction sites pursuant to federal, provincial or municipal laws and regulations regarding occupational health and safety in the construction industry.

(iii) The contractor shall be responsible for all costs resulting from the contractor's compliance with the federal, provincial and municipal laws and regulations regarding occupational health and safety (including occupational health and safety in the construction industry).

(iv) The contractor is responsible for ensuring that all employees are certified and have the required permits for the operation of machinery required or used during the installation, service and removal.

(v) It will be the responsibility of the contractor to ensure that all vehicles (owned, leased or hired by the contractor) remain on hard surface areas whenever and wherever possible. When vehicles must drive on the turf, the use of plywood may be required, and where applicable, the area must have a line locate performed for irrigation heads. PCH Technical Authority will request the line locate after determining the need to drive on the turf. The contractor will be responsible for any damage to the irrigation system incurred by the contractor.

(vi) The contractor must ensure that all vehicles (owned, leased or hired by the contractor) are in good operating condition (no leaking fluids, excessive exhaust etc.). The contractor is responsible for re-instating any surfaces damaged in any way by its vehicles. All vehicles must be equipped with an absorbent type product specified for oil type spills.

(vii) The contractor must ensure a safe work area at all times. Signage, cones, flags etc. must be used at all times in accordance with federal, provincial and municipal standards. Failure to provide a safe work area could result in penalty to the contractor.

(viii) All vehicles used by the contractor shall be kept in a clean and presentable condition, and shall meet all provincial safety standards.

(ix) The company name shall be displayed prominently on the sides of the vehicles.

(x) The use of beacons and hazard lights is mandatory when vehicles are travelling on any surface other than a road. If work must be performed from the road, hazard lights and beacons shall be activated until the work is completed.

2.3.3 Damages

- (i) PCH Technical Authority must be notified immediately if any damage has been done:
- Damage caused to plant material, hard surfaces, structures or other items as a result of the work of the contractor or deficiency of their equipment and personnel shall be repaired or replaced at the contractor's expense.
 - The damage shall be repaired or replaced to the satisfaction of PCH Technical Authority or owners of the affected property within five working days of the damage being caused or as soon as possible when weather and environmental conditions permit.
 - As the land manager responsible for the parks and monuments used for this program, the NCC reserves the right to inspect the installations and any damage to trees and shrubs and land used in the program.
 - It is acknowledged and is acceptable that minor damage such as the breakage of branch tips and small branches may result from the installation and removal of the lighting strings. The contractor must exercise due care and attention to minimize damage to trees and shrubs used in the program.
 - Any damage deemed excessive or negligent by PCH in consultation with the NCC may result in a financial penalty assessed against the contractor.
 - If breakage due to mishandling exceeds 5% of the inventory contractor will be responsible for replacing damaged inventory with identical equipment.

2.4 PCH Responsibilities

- (i) Provide a Technical Authority to oversee the project and liaise with all parties involved.
- (ii) Provide a supply of LED Christmas light bulbs and strings in accordance with the Design Book.
- (iii) Provide adequate electrical power supply (through a contracted electrician) to service lighting displays. This will include electrical service panels, pony panels, u-ground/Edison cabling and tri-tap multi plugs.
- (iv) Supply electrical cables as well as male and female u-ground connectors for the fabrication of extension cords over and above the quantities already supplied by PCH. Cords must not exceed 45 meters in length. Any cords manufactured from materials supplied by PCH must be marked PCH in indelible ink on both connectors and at least two locations on the cable itself. All materials shall remain the property of PCH.
- (v) PCH reserves the right to alter designs and locations of lights provided the quantities and types of trees and shrubs remain the same.

- (vi) PCH reserves the right to reduce or increase the scope of work and adjust payment changes based on the prices provided in Annex "C" Basis of Payment.
- (vii) PCH will arrange for all permits required for work on NCC sites.

ATTACHMENT 1 TO ANNEX “A”
PROGRAM BOOK (LIGHTING DESIGN V. 2015)
(see separate pdf document)

ANNEX “B”

EVALUATION CRITERIA

The proposal must meet all mandatory criteria to be considered compliant. Failure on the part of the Bidder of meeting a mandatory criterion will result in the proposal being deemed non-compliant and no further consideration will be given.

MANDATORY REQUIREMENTS		Met	Not met	Cross-Reference to Proposal
M1	<p>Bidders must clearly demonstrate in their proposal that they have a minimum of five (5) years of experience in <u>all</u> the following fields:</p> <p>Installation, removal and maintenance of Christmas lights strings on trees and shrubs in public areas, up to 75 feet (23 meters) in height.</p>			
M2	<p>Bidders must provide details of at least two (2) projects that meets <u>all</u> the above criteria. Each project must include the name of the client, telephone number and location (contact information is needed to validate information provided in the proposal).</p>			
M3	<p>Bidders must demonstrate that its staff possesses the necessary qualifications and certifications to operate any elevated work platforms required to perform the work.</p> <p>A copy of current elevated work platform certification for any staff who will be working on elevated platforms must be provided.</p>			

ANNEX "C"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) extra, where applicable.

OVERTIME WORK

All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

A- Period of the Contract

The period of the Contract is from date of Contract, for a duration of two years (2015-16 and 2016-2017 seasons) with two option years (2017-18 and 2018-19 seasons).

During the extended period of the Contract, the Contractor will be paid as specified in the table 1.1 below to perform all the Work in relation to the Contract extension.

1.0 Professional Fees

The Contractor will be paid as follows:

The table below lays out the number of strings per site based on the requirements laid out in the Program Book (Lighting Design v. 2015 - see attachment 1 to Annex "A"). Bidders must submit an all-inclusive price per string that will be applied to the full program. The contract will be awarded to the bidder with the lowest grand total excluding application taxes, as indicated in the table on the next page.

1.1 All-inclusive Price per string:

	Site	# of strings* (A)	Price per string Initial period (2015-16) (B)	Price per string Initial period (2016-17) (C)	Price per string Option period 1 (2017-18) (D)	Price per string Option period 2 (2018-19) (E)	Total F = (A x B) + (A x C) + (A x D) + (A x E)
1	Parliament Hill	570	\$	\$	\$	\$	\$
2	War Memorial	780	\$	\$	\$	\$	\$
3	Rideau Canal Park	675	\$	\$	\$	\$	\$
4	Confederation Park	1580	\$	\$	\$	\$	\$
5	Peacekeeping Monument	345	\$	\$	\$	\$	\$
6	Jacques Cartier Park	1260	\$	\$	\$	\$	\$
7	Mackenzie Street	525	\$	\$	\$	\$	\$
8	Majors Hill Park	615	\$	\$	\$	\$	\$
9	Nepean Point	285	\$	\$	\$	\$	\$
10	Elgin Street	225	\$	\$	\$	\$	\$
11	Mackenzie Triangle	135	\$	\$	\$	\$	\$
12	Garden of the Provinces	555	\$	\$	\$	\$	\$
13	Victoria Island	105	\$	\$	\$	\$	\$
14	Portage Park	675	\$	\$	\$	\$	\$
Grand Total (excluding applicable taxes)		8330					**\$
Applicable taxes (__ %)							\$

*PCH reserves the right to increase or decrease the number of strings or sites based on operational and program requirements. The price per string will be used as a basis for modifying payments based on changes to number of strings added or removed from the program.

**evaluated price.

1.2 Payment schedule:

Each payment will be made as per the following payment schedule (once satisfactory completion of the applicable deliverable/phase):

Initial contract:

2015-2016	
Description	Payment
Phase 1: Preseason work	15%
Phase 2: Installation	30%
Phase 3: Program/Maintenance	10%
Phase 4: Post-season/Removal	30%
Phase 5: Close out and inventory report	10%
Phase 6: Storage	5%

2016-2017	
Description	Payment
Phase 1: Preseason work	15%
Phase 2: Installation	30%
Phase 3: Program/Maintenance	10%
Phase 4: Post-season/Removal	30%
Phase 5: Close out and inventory report	10%
Phase 6: Storage	5%

ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 10150403
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canadian Heritage	2. Branch or Directorate / Direction générale ou Direction Capital Celebrations and Program Operations	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Installation, maintenance, removal and storage of Christmas Lights for the Christmas Lights Across Canada Program. The sites involved will be: 1) Parliament Hill, 2) National War Memorial, 3) Rideau Canal Park, 4) Confederation Park, 5) Paskachewing Monument, 6) Jacques Cartier Park, 7) Mackenzie Street, 8) Major's Hill Park, 9) Nepean Point, 10) Elgin Street, 11) Mackenzie Triangle, 12) Garden of the Provinces, 13) Victoria Island, 14) Portage Park.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Contract Number / Numéro du contrat 10150403
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input checked="" type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux: Site Access Status required. Staff will not require building access on any site.

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Contract Number / Numéro du contrat 10150403
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / renseignements / biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

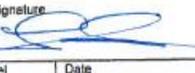
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Contract Number / Numéro du contrat 10150403
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Nicholas Stocker		Title - Titre Senior Technical Coordinator	Signature 
Telephone No. - N° de téléphone 613-614-7936	Facsimile No. - N° de télécopieur 819-953-3675	E-mail address - Adresse courriel nicholas.stocker@pch.gc.ca	Date May 19, 2015
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Mark Patrin		Title - Titre OFFICE OF DSO	Signature 
Telephone No. - N° de téléphone 877-994-3329	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel mark.patin@pcha.gc.ca	Date 20-05-2015
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) LINE SÉGUIN		Title - Titre Procurement and Contract Specialist	Signature 
Telephone No. - N° de téléphone 819-997-2389	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel line.seguin@pch.gc.ca	Date 2015-06-15
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

ANNEX "E"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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 \$5,000,000.00 per accident or occurrence and in the annual aggregate.

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 the Department of Canadian Heritage.
- 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 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX “F”
OFFER OF SERVICES
**PREPARATION, INSTALLATION, REMOVAL
AND MAINTENANCE OF LIGHT STRINGS
FOR THE CHRISTMAS LIGHTS ACROSS CANADA PROGRAM**

<i>(to be filled in by Bidder)</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of “Former Public Servant”.	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”

Federal Contractors Program for Employment Equity – Certification See the Article 1.1 in Part 5 of the bid solicitation for instructions.	Attach completed Annex “F”			
Security Clearance Level of Bidder i. Bidder's (Company) name and full address as they appear on the security clearance application: ii. Security clearance level granted and file number: iii. Expiry date:	i.			
	Designated Organization Screening (DOS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Specify file number:
	Facility Security Clearance (FSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Specify file number:
	Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	iii.			
Security Clearance Level of Bidder's Individual Resources <i>[add additional resources on another page, if required]</i> i. Name of Individual as it appears on security clearance application: ii. Level of security clearance obtained and expiry date: iii. Security Screening Certificate and Briefing Form file number				
	i.			
	ii.			
iii.				

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 -Resulting contract clauses, included in the bid solicitation.

Signature of Authorized Representative of Bidder

Signature: _____

Date: _____

ANNEX “G”**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)