



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Parks Canada Agency – Central Registry
111 Water Street
Cornwall, ON K6H 6S3
Bid Fax: (613) 938-5785**

REQUEST FOR A SUPPLY ARRANGEMENT

**DEMANDE POUR UN ARRANGEMENT EN
MATIÈRE D'APPROVISIONNEMENT**

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Supply Arrangement on behalf of the identified users herein.

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, une arrangement en matière d'approvisionnement au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Title-Sujet RFSA – Exhibit Design Fabrication Installation RFSA - Exhibit Fabrication and Installation Parks Canada Agency Nationally	
Solicitation No. - No. de l'invitation 5P306-7797326	Date January 27, 2016
GETS Reference No. – No de reference de SEAG	
Client Reference No. – No. de référence du client	
Solicitation Closes L'invitation prend fin – at – à 02:00 PM on – le September 30, 2016	Time Zone Fuseau horaire - Eastern Daylight Saving Time (EST)
Address Inquiries to: - Adresser toute demande de renseignements à : Lynn Kalp lynn.kalp@pc.gc.ca	
Telephone No. - No de téléphone (613) 938-5803	Fax No. – No de FAX:
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: See Herein	
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 the 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)	
_____	_____
Name	Title
_____	_____
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Supplier Instructions;
- (iii) Part 3, Arrangement Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:
 - 6A, Supply Arrangement,
 - 6B, Bid Solicitation,
 - 6C, Resulting Contract Clauses; and,
 - the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;

Part 3: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Supply Arrangement (SA) with the applicable clauses and conditions;

Part 6B: includes the instructions for the bid solicitation process within the scope of the SA;

Part 6C: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, Supply Arrangement Information and Call-up procedures, Insurance Requirements, Areas of Service and Ceiling Pricing, Conditions Precedent to issuance of the Supply Arrangements.

2. Summary

Request for Supply Arrangement (SA). The Parks Canada Agency (PCA) requires the services of Contractors capable of providing PCA Field Units and Historic Sites with turnkey creative design, fabrication, communication and marketing services, and fabrication and installation services for those projects where the design has been completed on an as and when requested basis. The principle focus will be the design, fabrication and installation of both traditional and multimedia exhibits (interior and exterior) targeted to existing and new audiences National Historic Sites located through-out Canada. The established list of Contractors will remain in effect until September 30, 2016, with an option to extend for up to three additional periods of one year each.

The Contractors will be invited to provide quote on specific requirements valued up to \$1,250,000.00.

Further details can be found in Annex “A” – Supply Arrangement Information and Call-up Procedures.

Details of knowledge and experience are described in the Evaluation Criteria and Scope of Work included herein.

2.1. Outline of the Supply Arrangement Process

Request for Supply Arrangements will permit the expeditious processing of contracts for Exhibit Design, suppliers, who are issued a Supply Arrangement, will have agreed to all applicable terms and conditions as well as applicable specifications (see ANNEX “A”) in advance of any contract award. Furthermore, the suppliers have been qualified on their meeting mandatory requirements. A Request for Supply Arrangement is not a contract. The Parks Canada Agency is under no obligation to solicit any proposals through the Request for Supply Arrangement. Any level(s) of effort specified herein is an approximation of requirements given in good faith.

Two Phase Procurement Process

It is Canada's intention, by issuance of this Request for Supply Arrangement (RFSA) over the Government Electronic Tendering Service (Buy & Sell), to establish/maintain a List of Qualified Suppliers for Exhibit Design. Qualification will be based entirely on meeting the mandatory requirements of this RFSA.

Phase 1: is the action of soliciting offers from suppliers of Exhibit Design from which Canada intends to establish Request for Supply Arrangements with those Contractors whose offer meets all the mandatory requirements of this RFSA.

Phase 2: is the action of soliciting proposals from suppliers, qualified through the Phase 1 activity, for requirements identified on an as-and-when-requested basis by Parks Canada. Any

contracts that arise from the Phase 2 activity must satisfy the requirements of the solicitation. To solicit proposals for a particular requirement, Parks Canada will issue a Request for Proposal to suppliers from the List of Qualified Suppliers for Exhibit Design. Suppliers must submit their proposals according to the instructions in each RFP. The proposals will be evaluated by Canada according to the method stated in the RFP. The successful bidder will be awarded a contract. Each contract awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.

This Request for Supply Arrangements does not commit The Parks Canada Agency to authorize the utilization of a Supply Arrangement.

3. Security Requirement

There is a security requirement associated with the requirement of the Supply Arrangement. For additional information, see Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Supply Arrangement and Resulting Contract Clauses.

4. Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

5. Communications Notification

As a courtesy, the Government of Canada requests that successful suppliers notify the Supply Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a supply arrangement or the award of a contract resulting from the Supply Arrangement.

6. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of notification that their arrangement was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSAs) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2015-07-03) Standard Instructions - Request for Supply Arrangements - Goods or Services are incorporated by reference into and form part of the RFSA.

2. Submission of Arrangements

Arrangements must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

3. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Section I: Areas of Service and Ceiling Pricing (1 Copy) – Annex “E”

Section II: Conditions Precedent to Issuance of Supply Arrangement (1 Copy) – Annex “D”

It is essential that the elements contained in a submission for supply arrangement are stated in a clear and concise manner. Failure to provide complete information as requested will be to the Bidders disadvantage.

Prices must appear in Section I only. No prices must be indicated in any other section of the arrangement.

Section I: Areas of Service and Ceiling Pricing for each area (1 copy) - ANNEX "E"

The Identified User is: Designated representatives of Parks Canada Agency located throughout Canada. The Contractor's ceiling pricing for those areas should be included.

Section II: Conditions Precedent to Issuance of Supply Arrangement - ANNEX "D"

In order to be issued a Supply Arrangement, all information attached in Annex "D", "Conditions Precedent to Issuance of a Supply Arrangement" is required. The Contractor may include this information with their response to the Request for Supply Arrangement or they may provide it when requested from the Supply Arrangement Authority.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements, including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria: *Detailed herein at Annex "C"*

1.1.2 Point Rated Technical Criteria: *Detailed herein at Annex "C"*

1.2 Financial Evaluation

1.2.1 *Detailed herein at Annex "E"*

2. Basis of Selection

- 2.1**
1. To be declared responsive, an arrangement must:
 - (a) comply with all the requirements of the Request for Supply Arrangements; and
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of 70% percent overall of the points for the technical evaluation criteria which are subject to point rating.

2. Arrangements not meeting (a),(b) or (c) above will be declared non-responsive.

3. Security Requirement

For work in specified areas contractors and all employees and sub-contractors working within the specified areas will be required to undergo a Criminal Records Check prior to commencement of any work. The requirement for a CPIC will be clearly indicated on any applicable Request for Proposal (RFP) issued by Parks Canada. Information on the Canadian Police Information Centre (CPIC) is available on the following web site: www.cpic-cipc.ca/English/index.cfm

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

1.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary

withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Supplier does not fall within the exceptions enumerated in 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

1.2 Former Public Servant Certification

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, suppliers 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, in the context of the fee abatement formula, 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

Is the Supplier a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Supplier must provide the following information:

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

Work Force Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Supplier 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex **B**

2. Security Requirement

For work in specified areas contractors and all employees and sub-contractors working within the specified areas will be required to undergo a Criminal Records Check prior to commencement of any work. The requirement for a CPIC will be clearly indicated on any applicable Request for Proposal (RFP) issued by Parks Canada. Information on the Canadian Police Information Centre (CPIC) is available on the following web site: www.cpic-cipc.ca/English/index.cfm

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (2015-09-03) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The data must be submitted on a quarterly basis to the Supply Arrangement 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 Supply Arrangement Authority no later than 15 calendar days after the end of the reporting period.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins immediately following issuance of Supply Arrangement.

5. Authorities

5.1 Supply Arrangement Authority

Supply Arrangement Authority

**Lynn Kalp
Procurement & Contracting Officer
Contracting Operations
Chief Financial Officer Directorate
Parks Canada Agency
111 Water St. East
Cornwall, ON K6H 6S3
613-938-5803 Telephone
lynn.kalp@pc.gc.ca**

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier's Representative (please fill in)

Name:

Title:

Address:

Telephone: () _____

Facsimile: () _____

E-mail address:

6. Identified Users

Can be used nationally.

7. On-going Opportunity for Qualification

A Notice will be posted on the Government Electronic Tendering Service (GETS) Buy & Sell to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

8. Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2015-09-03), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex B,
- (d) Annex D,
- (e) the Supplier's arrangement

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation templates 2T-LDV1 for low dollar value requirements; 2T-MED1 for medium complexity requirements; 2T-HIGH1 for more complex requirements, available in the *Standard Acquisition Clauses and Conditions* Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);

- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
- (h) conditions of the resulting contract.

2. Bid Solicitation Process

- 2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.
- 2.2** The bid solicitation will be sent directly to suppliers.
- 2.3** The designated representative of Parks Canada authorized by the Service Centre to generate call-ups against the supply arrangement will be responsible for the bid solicitation process and the award of contracts.
- 2.4** Maximum Call-up not to exceed \$1,250,000.00 HST Included.

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

ANNEX "A", SUPPLY ARRANGEMENT INFORMATION AND CALL-UP PROCEDURES

A1 General Information

1.1 Objectives

The objectives of the Supply Arrangements are:

- I. To establish an open and competitive procurement process for the provision of services;
- II. To minimize the cost of services to Canada and the Industry; and
- III. To pre-establish terms and conditions under which the services will be delivered.

1.2 Outline of the Supply Arrangement Process

A Supply Arrangement is not a contract. Supply Arrangements include a set of predetermined terms and conditions that will apply to any subsequent contract. The use of Supply Arrangements allows efficient processing of contracts for Creative Design projects because Contractors who are issued a Supply Arrangement will have agreed to all applicable terms and conditions as well as applicable specifications (see Annex "B") in advance of any contract award.

1.3 Compliance Audit

1.3.1 The Contractor's compliance with information provided as per Annexes "D" and "E" may be subjected to verification by government audit, at any time during the period of the Supply Arrangement.

1.3.2 If the Contractor refuses to permit such audit or if such audit demonstrates that the facility or company no longer meets the requirements of the criteria used to evaluate the original proposal, the Supply Arrangement will be immediately suspended until such time as the Supplier demonstrates compliance with the said criteria.

1.4 Withdrawal of Authorization to use the Supply Arrangement Provisions

1.4.1 If, during the course of the Supply Arrangement, the Supply Arrangement Authority becomes aware that the Contractor is in violation of the terms and conditions of this Arrangement or any associated contract (e.g., either through random inspections or written complaints from Project Authority, the Supply Arrangement Authority may withdraw authorisation to use the Supply Arrangement.

1.4.2 Conditions, which may result in withdrawal of authorisation to use the Supply Arrangement, include:

(a) *Unsatisfactory Contractor Performance*

For each incident reported in writing to the Supply Arrangement Authority regarding unsatisfactory Contractor performance such as: poor quality, failure to comply with specifications/drawings, or inadequate warranty, the Contractor shall be asked to provide in writing to the Supply Arrangement Authority within seven (7) calendar days of the request, what corrective actions will be taken to correct the current situation and how the Contractor will mitigate future occurrence of the problem. Parks Canada may withdraw the Supply Arrangement

with that Contractor if the Contractor does not rectify their poor performance or there is a second incident of poor performance.

(b) Non-Response to Requirements (RFP), for Not Quoting, Submitting High Prices Or Unreasonable Delivery

For each incident reported in writing by the PA/TA to the Supply Arrangement Authority regarding the Contractor not responding to Request for Proposal (RFP) or deliberately quoting a high price in order to avoid receiving a contract, or providing unreasonable delivery dates/lead times the Supply Arrangement Authority will send a notice to the Contractor to explain what corrective measures are required. Should the Contractor fail to remedy the unacceptable bidding practices Parks Canada may withdraw the Supply Arrangement with the Contractor.

1.4.3 Withdrawal of authorisation to use the Arrangement, for whatever reason, does not remove the right of the Parks Canada to pursue other measures that may be available.

A2 How Does a Supply Arrangement Work? The Two Phase Procurement Process

2.1 Phase 1 - How Supply Arrangements will be issued

Phase 1 is the action, by Parks Canada, of soliciting offers from Contractors to provide Services. Parks Canada intends to issue Supply Arrangements (SAs) to those whose offers meet all the Mandatory Requirements and Conditions Precedent to the Issuance of the Supply Arrangements.

2.2 Phase 2 - How to Bid on a Requirement

Phase 2 is the action, by Designated Representatives, of tendering for specific projects on an as-and-when-requested basis. Designated Representatives shall only request a quote from the Contractors who have received Supply Arrangements through Phase 1 and have indicated at Annex "D" a willingness to provide services in the area of where project will commence.

PA/TA from Service Centres or Field Units will issue a Request for Proposal (RFP) to SA Holders who must submit their proposals according to the instructions in each RFP. The proposals will be evaluated by client, according to the method stated in the RFP. The successful bidder will be awarded a contract (Call-up).

Each call-up awarded will incorporate by reference, all the terms and conditions set out in the Supply Arrangement.

A3 Procedures to Invitation to Tender and Contracting

3.1 Establishment of Supply Arrangement for Rotational Sourcing

Parks Canada Service Centers will provide all designated users with the list of Supply Arrangement (SA) Holders. The list shall be sorted in Numerical Order, based on the individual Supply Arrangement number of the SA Holder. It will be the responsibility of the Designated

Representatives, to ensure that any additional Supply Arrangement holders are added to the rotation process as applicable. Each designated user group shall maintain a separate list.

3.2 For all requirements up to an estimated value of \$25,000.00, (applicable taxes included)

SA Holders shall be contacted using a Rotational Basis, based on the list established under 3.1. Departments or Agencies shall contact at least one SA Holder by issuing a bid solicitation in the form of a Request for Proposal (RFP).

3.3 For all requirements with an estimated value between \$25,001.00 and \$100,000.00 (applicable taxes included)

A minimum of 3 SA Holders must be sent a RFP using a Rotational Basis, based on the list established under 3.1.

3.4 For all requirements with an estimated value between \$100,001.00, and \$1,250,000.00 (applicable taxes included)

All SA Holders must be sent a RFP, based on the list established under 3.1. Contractors not on the list that may wish to be included in the RFP must first submit a proposal on the RFSA document available on Buy & Sell. This can be completed at any time prior to the closing date of the RFSA. No additional time will be provided to bidders that have not been pre-qualified prior to the closing date of the individual RFP.

3.5 For all requirements with an estimated value over \$1,250,001.00 (applicable taxes included)

All SA Holders must be sent a RFP, based on the list established under 3.1. Contractors not on the list that may wish to be included in the RFP must first submit a proposal on the RFSA document available on Buy & Sell. This can be completed at any time prior to the closing date of the RFSA. No additional time will be provided to bidders that have not been pre-qualified prior to the closing date of the individual RFP. An NPP (Notice of Proposed Procurement) will be posted on Buy & Sell.

There must be no less than three available Supply Arrangements to proceed with a requirement greater than \$25,000.00. If there has not been a sufficient number of Supply Arrangements issued to achieve maximum competition then the Designated Representative must request the request to National Contracting Services. National Contracting Services will post the RFP on the Government Electronic Tendering Service (Buy & Sell).

3.6 Request for Proposal (RFP) Format

The PA/TA can request prices using any of the following formats:

- Form DSS MAS 9400-3 (<http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/pdf/9400-3.pdf>)

Transmission may be made through facsimile, electronic mail, regular mail or courier

3.7 Call-up Against the Supply Arrangement Format

The PA/TA shall issue the Call-up Contract using any one of the following methods:

- Form pwgsc-tpsgc - 9170 Call-up Against a Supply Arrangement.
Transmission may be made through facsimile, electronic mail, regular mail or courier.
Verbal contracts are not acceptable.

3.8 Maximum Individual Call-up Limitation

Individual Call-up limits must not be exceeded unless it is approved in advance and countersigned by the Supply Arrangement Authority. Projects must not be split to reduce the call-up levels.

The value of any one call-up shall not exceed \$1,250,000.00 including applicable taxes.

3.9 Monitoring of Supply Arrangement Use

Designated representatives shall monitor and adhere to these Supply Arrangement tendering and contracting procedures. Service Centers will conduct random audits of the designated representatives tendering procedures for compliance. Deviation from the procedures stated in the Supply Arrangement may result in the withdrawal of the designated representative's authority to use the Supply Arrangements.

ANNEX “B” – GENERIC STATEMENT OF WORK

1 Background

On behalf of the people of Canada, Parks Canada protects and presents nationally significant examples of Canada’s natural and cultural heritage and fosters public understanding, appreciation and enjoyment in ways that ensure their ecological and commemorative integrity for present and future generations. Moreover, it is Parks Canada’s vision that Canada’s treasured natural and historic places will be a living legacy, connecting hearts and minds to a stronger, deeper understanding of the very essence of Canada.

2 Objectives

The key outcome of this project is to create a new way for visitors to experience and learn the stories of the national historic sites, national parks, and national marine conservation areas. This will involve the development of visitor nodes, interactive and adaptable exhibits/media (interior/exterior) and renewed visitor programming based on the unique value of each site.

As such, Parks Canada is seeking to put in place a Supply Arrangement that will provide the Agency with a turnkey solution for a full range of creative design services (exhibit, conceptual, graphic, technical, illustration, web/multimedia etc.), as well as communication and marketing services that reflect Parks Canada Brand and Brand Identity. This turnkey approach will facilitate and result in the design, production, fabrication and installation of a wide-variety of non-personal media that will appeal to existing audiences and attract new audiences.

3 Scope of Work

The supplier will provide turnkey creative design, fabrication, communication and marketing services to Parks Canada Project Authorities on an “as and when requested” basis. The principle focus will be the design, fabrication and installation of both traditional and multimedia exhibits (interior and exterior) targeted to existing and new audiences.

3.1 Products

The Supplier will provide a full range of one-stop-shop creative design, fabrication, communication and marketing services for a wide variety of non-personal media. As stated, the principle focus will be the design, fabrication and installation of both traditional and multimedia exhibits. In addition, the Supply Arrangement will be used for other products including (but not limited to) the following:

- Brochures/pamphlets

- Bookmarks
- Posters
- Maps, graphs, tables
- Illustrations and images (produced in black & white, speciality mixed colours or four colour process)
- Interactive, multimedia experiences that incorporate various media including but not limited to audio, video, animation, images, etc.
- Electronic media including Web development, design and graphics, PDFs, e-bulletins, e-newsletters, presentation, interactive content, animations, Flash and HTML etc.
- Design for video (does not include video production)

The supplier will be provided details for each requirement on a project by project basis by the Parks Canada Project Authority. Depending on the project, Parks Canada may also provide the overall concept and design direction on thematic, visual and aesthetic levels.

3.2 Services

Any or all of the services may be required:

- Creative Consultation, Research and Concept Development
- Project Management
- Exhibit Design, Development, Fabrication and Installation
- Art Direction and Graphic Design for print, exhibit and electronic media
- Layout and Design Production
- Writing, Editing and Proof-reading for print, exhibit and electronic media
- Language Adaptation
- Design rendering and Creative Illustration
- Print Management and Print Production

3.2.1 Creative Consultation, Research and Concept Development

The supplier will provide consultation, advice, brainstorming and research services related to concept development for a wide-range of non-personal media targeted to existing and new audiences. Consultation services will be required at locations as determined by the Parks Canada Project Authority, including in person at the business location of the Parks Canada Project Authority, in person at the premises of the Supply Arrangement holder or by teleconference to develop or present creative concepts as specified by the Project Authority for each project.

In general, at least two options will be required by the Project Authority.

3.2.2 Project Management (Print Management is not included in this Category)

The supplier will provide project management services covering all aspects of project management required to coordinate and oversee the creative design, fabrication, communication and marketing work to its completion, including but not limited to:

- Design management including design, production, build and installation of exhibits (traditional/multimedia) and related support infrastructure.
- Manage the workflow and budget during the complete process to ensure that each project stays on time and budget
- Supply accurate design and installation schedules
- Quality assurance of all work completed by the Supplier and/or work completed by sub-contractors
- Client and supplier liaison and meetings, including seeking input and approvals at key milestones
- Presentations as required
- Troubleshooting
- All aspects of project management for writing, translation, editing and proof reading
- Communication updates and information management throughout project
- Web publishing/multimedia development

3.2.3 Art Direction and Graphic Design for print, exhibit and electronic media

The supplier will be required to (but not limited to) provide the following as required by the Parks Canada Project Authority:

- Develop the design and provide two (2) acceptable graphic design concepts based on consultation with the Project Authority for each project unless otherwise requested by the Project Authority. The chosen graphic design will become the property of the Crown.
- Provide Art direction to designers to ensure a high quality product in keeping with the approved concept and design.

The Supplier must develop and submit a Creative Design Brief for all design projects.

3.2.4 Layout and Design Production

Is the process of putting all of the elements together up to the final stage to be used by the Project Authority, the printer, the producer of exhibits and displays or the Webmaster for use in production of the final product.

The supplier will be required to complete the final layout, including (but not limited to) the following:

- Translate electronic text files between programs;
- Remove or correct formatting errors in the Suppliers own work;
- Convert/format supplied text
- Remove or correcting formatting errors in client-supplied text as required by the Project Authority;
- Prepare typographical elements as part of the design and layout of text as required. All text will be of a suitable resolution according to current industry standards for the media and the trade;
- Layout copy/text and/or images to final format;
- Import charts, graphs and tables for inclusion in the layout as required;
- Import images (illustrative, photographic etc.) for inclusion in the layout;
- Problem-solve design issues as they arise during the layout and production;
- Prepare final electronic artwork for production; and
- Other related production support related to the project-specific media.

3.2.5 Writing, Editing and Proof-reading for print, exhibit and electronic media

As required by the Parks Canada Project Authority, the Supplier will research, write and edit texts in English and French for a wide-range of media. In addition, the Supplier will provide proof reading services for copy supplied by the Parks Canada Project Authority. Proof reading of text/copy created or revised by the Supplier or any of its sub-contractors is considered quality assurance steps that are the responsibility of the Supplier for all requirements.

3.2.6 Language Adaptation

The Supplier will provide language adaptation of copy written by the Supplier. In addition, the Supplier will provide language adaptation of text supplied by the Project Authority as a part of the creative graphic design, communication and marketing services. Language adaptation services will normally be required for English/French requirements but may require adaptation to other languages as required for the project.

3.2.7 Design rendering and Creative Illustration

The Supplier will create visual recordings of the concept development and the design interpretations resulting from the creative consultation. The Supplier will be required to (but not limited to) provide the following as required by the Parks Canada Project Authority:

- Design preliminary design thumbnails (electronic and/or hard copy) for approval;

- Design black & white sketches;
- Create full comprehensive creative illustrations in the size indicated by the Parks Canada Project Authority;
- Create graphs, tables and/or charts;
- Create images for print or web;
- Scan supplied photos for print or web using Web-safe colour pallets and formats;
- Retouch supplied photographs and/or images as required;
- Revise the selected concept to produce a final design for approval;
- Prepare and provide comprehensive colour mock-ups of all design proposals and their subsequent revisions in hard copy and PDF, as per instructions from the Project Authority;
- Design, create and/or modify PDF files;
- Convert documents to HTML or from HTML to text format as required;
- Animation and flash for web and multimedia projects;
- Complete print specifications as required.

3.2.8 Print Management and Print Production (up to a maximum of \$25,000.00 GST included)

The Supplier will provide pre-press management services including review of all proofs (blueprints, PDFs and/or colour proofs) as well as print management services including quality control checks, troubleshooting and press checks as required by the Parks Canada Project Authority. As requested by the Project Authority, the Supplier will provide print production services (related to the design project) to coordinate and manage the printing of the final product to final delivery (the print production must related to a graphic design project).

The following procedures must be followed by the Supplier:

- When responding to any RFQ/RFP that includes print production coordinated and invoiced by the Supplier, the Supplier must obtain a minimum of three (3) quotes from printers able to perform the work. The Supplier will choose the lowest priced printer from the three (3) quotes obtained for the requirement. All printers' quotations must be all inclusive pricing, freight and packaging, F.O.B. destination to the point of final delivery.
- The three (3) quotes/responses from the printers contacted for each requirement must be attached to the Supplier's response to the RFQ/RFP.

- The Supplier is responsible for all production, scheduling, delivery and quality assurance issues of the work.
- The Supplier must invoice the work completed by the printer at cost with no allowance for mark-up or profit. One (1) copy of the invoice from the printer must be attached as supporting documentation to the Supplier's invoice

No requirement for printing under this Supply Arrangement will exceed \$25,000.00 (GST and all amendments included).

3.2.9 Exhibit Design, Development, Fabrication and Installation

The Supplier will be required to provide creative/technical design, fabrication and installation of traditional and multimedia exhibits (interior and exterior). This includes managing the production, delivery and installation of all exhibit components. All exhibits require a detailed instruction toolkit for Parks Canada staff.

For all Exhibit projects, the Supplier will be supplied a description of the Exhibit space and will be required to conduct an on-site assessment of the targeted exhibit space. In addition, the Supplier will be supplied a description of the target audience and will be expected to demonstrate how the needs of the audience will be met during all phases of exhibit development.

The Supplier will be required to develop and submit two acceptable concept options, each including 3D and graphic design concepts, based on consultation with the Project Authority unless otherwise requested by the Project Authority. The chosen concept and design will become property of the Crown.

3.2.9.1 Interpretive Plan and Design Brief Development

Following concept approval by the Project Authority, the Supplier will script the exhibits as follows, as required:

- Create the scenography or interpretive plan, 3D design brief and graphic design brief;
- In narrative form, describe the visitor's experience and indicate how the exhibit will appeal to specific segments of the target audience;
- Organize the content topics;
- Propose all media, including artefacts and other objects, images, video and audio;
- Propose new media elements that extend the exhibit beyond the exhibit space (i.e., elements that could also appear on the Internet or elements that access the Internet from the exhibit space);
- Design exhibit modules;
- Propose text contents;
- Propose interactive elements;

- Produce a functional and/or virtual model, which without going into detail, shows the preliminary floor plan, traffic flow, location of the exhibit units, means of communication and rest areas;
- Provide the presentation documents which include the floor plans and (colour) elevation drawings showing the ambiance of the room and each of the areas, as well as the visitor's experience;
- Provide a final floor plan to scale and elevation drawings indicating assembly principles as well as the finishes and colours, location of communications systems and multimedia material, traffic flow through the various exhibit units, rest area locations, as well as structural and acoustic details for approval by the Project Authority;
- Provide for Project Authority approval the design and the graphic grids for each type of message
- Provide for Project Authority approval specifications for audiovisual/multimedia productions;
- Design and develop sound and lighting specifications, provide a plan and a choice of equipment for approval by the Project Authority;
- Provide, for Project Authority Approval, a script describing the treatment and means of communications proposed for the three-dimensional deployment of the designs based on the themes, sub-themes, messages and recommended approach;
- Produce the final script, interpretive plan and design brief.

While taking into account the physical and technical constraints of the exhibit spaces involved, the Supplier will ensure that the elements of the exhibits helps create:

- An experience that will appeal to and meet the need of the target audience
- A memorable experience
- An innovative, spectacular exhibit that leads to discovery and learning
- Spaces and elements that could enhance the personal interpretation programmes offered (places for groups and interpretation programmes – videoconferencing, theatre, video etc.)
- Appropriate and timeless ambiance
- A space and experience that conforms to the Parks Canada Brand and Brand Identity.

The Supplier will also ensure that the exhibits meet the following requirements:

- Visitor safety
- Accessibility to visitors of all ages and physical abilities

3.2.9.2 Final Design and Fabrication

Following approval of the final interpretive plan and design, the Supplier will manage all phases of the exhibit development, including (but not limited to) the following:

- Produce the exhibit's set and graphic design presentation, including signage, illustrations and graphics
- Produce the visual material including the final text, legend and illustration layouts
- Provide the final detailed project cost breakdown, including equipment, production and installation costs together with a Work completion schedule
- Prepare specifications that include materials and equipment maintenance instructions (including all multimedia equipment user manuals), cleaning instructions, parts suppliers and parts replacement schedules
- Prepare clear, accurate, detailed datasheets, and the specifications required to build the load-bearing structure, the exhibit furniture and the set design and graphic design elements, for production and installation of the exhibit
- Provide, for approval by the Project Authority, the system mechanical plans, electrical system plans (including electricity demand in amperes upon start-up) of all the exhibits
- Provide samples of the final selection of materials and colours with technical requirements for approval by the Project Authority, prior to fabrication
- Develop the final implementation specifications
- Perform and/or supervise the production and fabrication work.

3.2.9.3 Quality Criteria to be met

All exhibits will meet or exceed the following quality criteria:

- Strong, durable exhibit modules and interactive units designed to withstand 5-10 years of heavy use by varied audiences;
- All manufacturing work will be of excellent quality. The structures will fill the function for which they were designed, according to the Canadian Electrical Code and CSA;
- The assembly and set-up will be square, properly aligned, plumb, accurately adjusted, have tight joints and be securely assembled. The surfaces will be smooth with no visible defects;
- The modules and interactive units will be easy to clean and operate;
- The sound power levels produced by each unit performing at full capacity will conform to current industry standards/requirements
- Module parts and components will be easily replaced;

- If available, materials will be chosen based on their environmental performance in terms of their manufacturing process, recyclability and safe disposal after exhibit has reach the end of its lifecycle.
- The structures must be guaranteed against all manufacturing defects or premature breakage.

3.2.9.4 Installation

Under the supervision of the Project Authority, the Supplier will perform all phases of exhibit installation including (but not limited to) the following:

- Plan all phases of the installation, recommend a schedule and coordinate any subcontractors so the installation of the exhibit is completed within the set deadlines;
- Take site and equipment readings;
- Monitor the work during the installation periods
- Provide all materials, the necessary equipment and all the usual items, labour and tools required to complete the work;
- Apply all finish coats etc. As required
- Transport the manufactured exhibit items to the pre-determined locations in compliance with agreed schedule;
- Train designated Parks Canada staff on the exhibit's design and the operation of the exhibit equipment;
- During installation, ensure the exhibit area is clean, minimize disruption to visitors and remove all garbage etc.

3.2.9.5 Follow-up and Warranties

The Supplier will conduct a follow-up assessment of the exhibit after 3 months of operation to evaluate all exhibit components and ensure optimal functionality. The Supplier will provide a 24 month warranty period for all construction and labour and will obtain all manufacturer warranties in the name of Parks Canada.

In the event of breakage or poor performance due to poor choice of materials or construction defects, Parks Canada will notify the Supplier immediately. The Supplier will immediately, and at its expense, perform the repairs or changes required to make the exhibit fully functional or replace it as soon as possible.

3.3 Final Artwork and Source Files

The Supplier will provide all final artwork and source files in native, fully editable, platform independent, backward compatible format. In addition, all files must be supplied in EPS format with fonts converted to outlines on all vector artwork.

ANNEX “C” - EVALUATION CRITERIA AND BASIS OF SELECTION

1. It is the intention of the Crown to evaluate this requirement as follows:

Step 1: Compliance with Mandatory Requirements

Each bid will be examined to determine that it meets the Mandatory Requirements detailed at para 3. Bids which fail to meet any of the Mandatory Requirements will be given no further consideration and will be considered non compliant. Bids which meet the Mandatory Requirements will move to Step 2.

Step 2: Evaluation

To be considered valid, a bid must have met all mandatory requirements and achieve a minimum of 70% for each rated requirements. Refer to: “Mandatory Requirements” and “Rated Requirements” tables included in this RFP. Only contractors which pass these requirements will move to Step 3.

Step 3: Conditions Precedent to Issuance of Supply Arrangement

Each compliant Bidder will be given written notification to provide the information required in Annex “D”, by a specific date and time. Should the Bidder fail to provide all the information required by the date and time specified, the bid will be considered non-compliant and given no further consideration.

Step 4: Issuance of a Supply Arrangement

Upon compliance with the Conditions Precedent to Issuance, the compliant Offer’s will be issued a Supply Arrangement.

2. Rejection and Non-acceptance of Offers

2.1 Parks Canada reserves the right to:

- (a) Reject any or all offers received in response to this RFSAs; and
- (b) Cancel and/or reissue this requirement at any time.

2.2 Rejection of offers shall take place during the evaluation. Rejection may be due to incompleteness or non-compliance with the Mandatory Requirements OR failure to provide all the information required in Annex "D" of the RFSAs. In the event that an offer is rejected, the Bidder has the opportunity to resubmit an amended offer in order to achieve compliance up to the final closing date of September 30, 2016.

3. Mandatory Requirements:

Any proposal which fails to meet the following Mandatory Requirements will be deemed non-compliant and will receive no further consideration. Bidders must provide the necessary information to support compliance.

	<u>Mandatory Requirements</u>	<u>Compliance</u>		<u>Identify Section of Proposal</u>
		Yes	No	
M1	Significant experience providing turnkey creative design , fabrication and installation services (greater than 5 years) for a range of products (exhibit, graphic design, print, technical, multimedia etc.)			
M2	Submit a portfolio of work related to the Statement of Work			
M3	Submit a 1 page executive summary for 3 of the projects included in the portfolio			

	<u>Mandatory Requirements</u>	<u>Compliance</u>		<u>Identify Section of Proposal</u>
		Yes	No	
M1	Significant experience providing fabrication and installation services (greater than 5 years) for a range of products (exhibit, graphic design, print, technical, multimedia etc.)			
M2	Submit a portfolio of work related to the Statement of Work			
M3	Submit a 1 page executive summary for 3 of the projects included in the portfolio			

RATED REQUIREMENTS

To be considered valid, a bid must have met all mandatory requirements described above and achieve a minimum of 70% for each of the rated requirements. Bidders must provide detailed information addressing each of the evaluation criteria subject to a point rating as set out below. Criteria not addressed will be given a score of 0.

Requirement		Max. Score	Min. Score
R1	Knowledge The proposal demonstrates knowledge and understanding of:		
	1. Parks Canada and its mandate	10	7
	2. Intent and Scope of project	20	14
	3. Expected Results	20	14
	4. Constraints	10	7
	5. Knowledge of various media approaches to communicating With different audiences	30	21
	R1 Total	90	63
R2	Demonstrated Experience The proposal demonstrates experience providing turnkey creative design services for a range of products by:		
	1. Clearly articulating and demonstrating how previous experience Relates to the current project scope	50	35
	2. Highlighting the challenges and issues related to current project scope and link to successful solutions employed in previous experience to address similar issued and challenges	50	35
	3. Highlighting the extent and range of experience (Portfolio Evaluation)	100	70
	R2	200	140
Total			

Requirement		Max. Score	Min. Score
R1	Knowledge The proposal demonstrates knowledge and understanding of:		
	1. Parks Canada and its mandate	10	7
	2. Intent and Scope of project	20	14
	3. Expected Results	20	14
	4. Constraints	10	7
	5. Knowledge of various media approaches to communicating With different audiences	30	21
	R1 Total	90	63

R2	Demonstrated Experience The proposal demonstrates experience providing fabrication and installation services for a range of products by:		
	1. Clearly articulating and demonstrating how previous experience Relates to the current project scope	50	35
	2. Highlighting the challenges and issues related to current project scope and link to successful solutions employed in previous experience to address similar issued and challenges	50	35
	3. Highlighting the extent and range of experience (Portfolio Evaluation)	100	70
	R2	200	140
	Total		

ANNEX “D” CONDITIONS PRECEDENT TO ISSUANCE OF A CALL-UP AGAINST THE SUPPLY ARRANGEMENT

The certifications and information should normally be submitted with the bid, but may be provided afterwards. Canada may declare a bid non-compliant if the certifications and information are not submitted or completed when requested. Where Canada intends to reject a bid pursuant to this paragraph, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-compliant. Compliance with the certifications the Bidder provides to Canada is subject to verification by Canada during the bid evaluation period (prior to award of a call-up against the supply arrangement.) and after call-up award. The Contracting Authority will have the right to ask for additional information to verify the Bidder’s compliance with the applicable certifications before issuance of a call-up. The bid will be declared non-compliant if it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Any 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-compliant. In order to be considered for issuance of a call-up, the Bidder whose Bid is technically compliant, must meet the following conditions:

1. Workers Compensation

The Bidder must have an account in good standing with the applicable provincial or territorial Workers Compensation Board. The Bidder must provide, when requested, a certificate or letter from the applicable Workers Compensation Board confirming the Bidder’s good standing account.

2. Bidder’s Procurement Business Number: _____.

3. Federal Contractors Program for Employment Equity - \$200,000 or more

The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible Contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible Contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible Contractors will be declared non-responsive.

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.

The Bidder certifies its status with the FCP-EE, as follows:

The Bidder

- (a) is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) is subject to the FCP-EE, and has a valid certificate number as follows: _____
(e.g. has not been declared ineligible Contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Signature of authorized representative: _____

4. 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 Work 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 Insured: 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 endeavor to provide the Supply Arrangement 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.

ANNEX “E” - AREAS OF SERVICE AND CEILING PRICING

Ceiling Pricing

The ceiling prices shall be the maximum pricing that the Contractor will charge for the duration of the Supply Arrangement. This pricing doesn't preclude the Contractor from using lower rates in proposals that they provide in response to the RFPs issued under this Supply Arrangement.

Hourly Labour Rate: is an all inclusive rate for the provision of on-site productive labour during regular working hours from 7:30 a.m. to 5:00 p.m. local time from Monday to Friday, excluding Statutory Holidays.

The Location of Work list indicates the most often used locations and is not an exclusive list. Additional locations may be added at the request of Federal Government Departments or Agencies.

PRICING:

Contractors must complete pricing for all stages of the project by completing both Table 1 and 2.

The following table will form part of any resulting Supply Arrangement as Annex “D”. The rates quoted herein are ceiling rates and must not be exceeded in any proposal submitted in response to any subsequent Request for Proposal issued under the resulting Supply Arrangements.

Fabrication and Installation bidders should provide pricing only in related areas.

Table 1

PROJECT STAGE	PER DIEM
Design (of main exhibition, animation module and web pages)	\$
Preliminary and revised concept	\$
Script and final design	\$
Plan for construction	\$
Fabrication, Delivery (including packaging), and Installation (including the provision of all related written specifications and instructions)	
Web site pages and associated documents	\$
Main exhibition (including training of employees)	\$
Animation module (including training of employees)	\$
Breaking-in period, adjustments and warranties	\$

Table 2

Ceiling Hourly Rates

ITEM	BUSINESS HOURS	OUTSIDE BUSINESS HOURS
Creative Consultation	\$	\$
Multimedia Development (including Web)	\$	\$
Art Direction	\$	\$
Preparation of concepts/mock-ups	\$	\$
Project Management	\$	\$
Layout and Design (Senior Designer)	\$	\$
Layout and Design (Junior Designer)	\$	\$
Creation of PDF Files	\$	\$
Non-technical illustration	\$	\$
Scanning or retouching photographs	\$	\$
Print Management	\$	\$
Author’s alterations	\$	\$
Creative writing and editing	\$	\$

(English and French)		
Language Adaptation	\$	\$
Proof reading	\$	\$
Design Rendering	\$	\$
Artwork Production	\$	\$
Carpenter	\$	\$
Labourer	\$	\$
Display-man	\$	\$
Electrician	\$	\$
Painter	\$	\$
Supervisor	\$	\$
MATERIAL MARK-UP – any Materials not listed herein and requested as an authorized extra by the Project Authority shall be charged for at the rate of net cost, plus up to ____% to cover overhead and profit.		

All other related work not specifically mentioned herein and not available on any other standing offer/supply arrangement shall be completed at a per diem or hourly rate as requested on the individual call-ups against the resulting supply arrangement.

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor AFTER contract award.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

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Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name _____
 Signature _____
 Date _____