

CANADIAN HERITAGE
REQUEST FOR PROPOSALS

REQUEST NUMBER: 10162445

TITLE OF PROJECT: Rideau Canal Promenade Interpretation Exhibit Metal
Fabrication with optional Installation

REQUEST DATE: July 31st, 2017

CLOSING DATE AND TIME: August 21st, 2017 at 2:00 p.m. (EDT)

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management
Canadian Heritage
Telephone: 819-997-2389
Email: PCH.contracts-contracting.PCH@canada.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A".

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 14:00 hours, (2 p.m.) EDT: August 21st, 2017, at:

Mail room / Bid Receiving
RFP: 10162445
Attention: Line Séguin
15 Eddy Street, 2nd Floor (15-2-C)
Gatineau, Québec
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".

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements.

1.2 Statement of Work

Refer to Annex "A" – Statement of Work.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*.

"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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

3.1 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 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 into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section 2: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex "B". The total amount of Applicable Taxes must be shown separately. Note that both tables A - Original Contract and B - Optional work must be completed.

Section 3: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

The bidder 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 bid being deemed non-compliant and no further consideration will be given.

4.1.1.1 Mandatory Technical Criteria

Mandatory Requirements		Met	Not Met	Cross-reference to proposal
M1	<p>Business Experience</p> <p>The bidder must demonstrate in its proposal that it has been in business for a minimum of 10 years.</p>			
M2	<p>Experience - Outdoor Exhibit or Product</p> <p>The Bidder must demonstrate in its proposal that it has been contractually bound with at least one (1) external client*, on or after year 2010, to provide:</p> <ul style="list-style-type: none"> a) fabrication and installation of an outdoor stainless steel exhibit with similar** finish and welds; or b) fabrication and installation of an outdoor stainless steel product with similar** finish and welds. <p>The Bidder must provide all the following elements:</p> <ul style="list-style-type: none"> i. the name of the project/exhibit; ii. the date the project was fabricated and installed; iii. detailed description including the purpose of the product; iv. the bidder's role in the fabrication and installation of the product. <p><i>*External clients is defined as client exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.</i></p> <p><i>**Similar is defined as similar to the current Request for proposals.</i></p> <p>Note: If more than one (1) project is included in the proposal, the Crown will only consider the first in order of presentation.</p>			

M3	Photographs of the project			
	<p>The Bidder must provide at least two (2) photographs of the project described in M2 as follows:</p> <p style="margin-left: 40px;">a) at least one image showing the overall product installed in its environment; AND</p> <p style="margin-left: 40px;">b) at least one image of a close-up view of finish at joint.</p>			

4.1.1.2 Rated Technical Criteria

Rated Technical Criteria		Minimum Points	Maximum Points	Cross-reference to proposal
R1	Experience – Outdoor exhibit or product			
	<p>This aspect of the proposal will be evaluated based on elements of mandatory M2 above.</p> <p>The following scales will be used for evaluation purposes:</p>			
	<p>R1.a Detailed description of the outdoor product identifying the purpose of the product:</p> <p><u>Scale R1.a:</u></p> <p>1 point: Not at all similar - outdoor product in other metal. 2 points: Somewhat similar - outdoor product in stainless steel. 3 points: Similar - outdoor exhibit in stainless steel. 4 points: Very similar - outdoor exhibit made of stainless steel with panels.</p>	n/a	4	
	<p>R1.b The bidder's role in the fabrication and the installation of the product:</p> <p><u>Scale R1.b:</u></p> <p>1 point: Not at all similar - involvement limited to installation of the final product. 2 points: Somewhat similar – involvement limited to fabrication of product. 3 points: Similar - fabricated and installed product. 4 points: Very similar - managed the project, fabricated and installed product.</p>	n/a	4	
R2	Photographs of the project	n/a	4	
	<p>This aspect of the proposal will be evaluated based on mandatory M3 above.</p> <p>The following scale will be used for evaluation:</p>			

	1 point: Finish not consistent with in-house sample; weld with surface irregularities. 2 points: Finish not consistent with in-house sample; weld near invisible. 3 points: Finish consistent with in-house sample; weld showing slight surface irregularities. 4 points: Finish consistent with in-house sample; invisible weld.			
Maximum points = 12 Minimum overall points = 8		8	12	

4.1.2 Financial Evaluation

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Basis of Payment (Annex “B”).

To be responsive, the Bidder must provide unit pricing, using Annex “B” - Basis of Payment (both tables A - Original Contract and B - Optional work must be completed).

4.2 Basis of Selection

Lowest Price Per Point

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 8 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 12 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted.

In the example below, **Bid B** would be recommended for award of a contract, as Bid B is the responsive bid with the lowest evaluated price per point.

Example of Lowest Price Per Point Evaluation:

Bid A: $\frac{\$100,000}{8 \text{ points}} = \$12,500$ per point

Bid B: $\frac{\$118,000}{10 \text{ points}} = \$11,800$ per point

4.3 Internal Approval

Bidders should note that all contracts are subject to PCH’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

5.3 Insurance Requirements

There are insurance requirements associated with the contract.

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 6 – Resulting Contract Clauses.

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

For additional information, consult Part 6 - Resulting Contract Clauses.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There are no security requirements applicable to the Contract.

6.2 Statement of Work

The Contractor must provide the work as per the Statement of Work at Annex "A".

6.3 Standard 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2035 (2016-04-04), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date and Period of Contract

All the deliverables must be received on or before October 13th, 2017. However, for administrative purposes, the period of the contract ends on November 15th, 2017.

6.4.2 Optional work

See Annex "A", clause 2.1.6 - Option for On-site Installation

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management
Canadian Heritage
15 Eddy Street, 9th Floor
Gatineau, Québec
K1A 0M5

Telephone: 819-997-2389

Email: pch.contracts-contracting.pch@canada.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.

6.5.2 Project Authority

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

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

6.5.3 Technical Authority

The Technical Authority for the Contract is *(to be identified at contract award)*:

The Technical Authority is the representative of the department 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. 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.

6.5.4 Contractor's Representative

(to be identified at contract award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B" for a cost of \$ _____ *(amount to be inserted at contract award)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.7.3 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.8 Invoicing Instructions

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.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be inserted at contract award).

6.11 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.

6.12 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 \$2,000,000.00 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. 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.

6.13 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.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

6.14 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2035 (2016-04-04) General Conditions – Services (Higher Complexity);
- (c) Annex "A" - Statement of Work;
- (d) Annex "B" - Basis of Payment;
- (e) Annex "C" - Map;
- (f) Annex "D" - Vertical Element (VE) General Assembly Specifications;
- (g) Annex "E" - Exhibit Structure (ES) for Graphic Panels General Assembly Specifications;
- (h) the Contractor's bid dated _____, 2017.

ANNEX "A" STATEMENT OF WORK

1. Scope

1.1 Title

Rideau Canal Promenade Interpretation Exhibit Metal Fabrication with optional Installation

1.2 Introduction

The Rideau Canal Promenade Interpretation Exhibit (RCP) entails the construction of seven interpretive nodes along the shorelines of the Rideau Canal from Ottawa Locks to Hartwell's. In accordance with the strong heritage component of the site, the purpose of the interpretive nodes project is the creation of a new visitor experience which captures the symbolic and cultural importance of the Rideau Canal as a UNESCO World Heritage Site.

The exhibit will consist of seven (7) interpretive nodes along the Canal: Ottawa Locks, Ottawa Convention Centre, Pretoria Bridge, Lansdowne Park, Dow's Lake, the Central Experimental Farm and Hartwell's Locks. (see map in Annex "C")

The Department Canadian Heritage (PCH) has a requirement to provide high quality stainless steel exhibition structural elements to an outdoor exhibition being installed along the Rideau Canal Promenade in the core of Ottawa, Ontario. The work will involve the following: fabricate custom stainless steel exhibition element, with the option to install on-site, stainless steel outdoor exhibit elements for the Rideau Canal Promenade project.

1.3 Objectives of the Requirement

- To create a prominent and visually attractive outdoor exhibit that will engage and inform the public about the cultural importance of this UNESCO World Heritage Site in Canadian history;
- To fabricate the exhibit's high quality stainless steel structural components;
- To install the graphic panels (fabricated by another contractor) to the stainless steel components then install on-site onto footings which have been pre-installed by the National Capital Commission (NCC) for this project.

1.4 Background and Scope of the Requirement

In 2008, the entire Rideau Canal (202-kilometers) was declared a UNESCO World Heritage site. As a result of this designation and the fact that the panel system was at the end of its lifecycle, the partners reunited to plan for a new interpretive vision; updating for today's environment with the visitor experience at the heart of the new vision.

To enhance user experience, the new approach consists of a system of seven (7) thematically interconnected sites along the Rideau Canal Promenade from the Ottawa Locks to Hartwell's Locks, integrating interpretive media with landscape architectural design to create memorable visitor experiences.

The scope of this requirement calls for an experienced stainless steel fabricator to fabricate all structural exhibit elements with the option to install the elements on-site as a finished product along with the graphic panels being produced by another contractor.

2. Requirements

2.1 Tasks, Activities, Deliverables and Milestones

2.1.1 Project Start-Up Meeting

The Contractor will be required to attend, via teleconference, a project start-up meeting within a week of contract award. At this meeting PCH will give an overview of the project and provide the Contractor with all final fabrication specifications and artwork files for the laser-cut icons.

2.1.2 Planning

The Contractor will prepare and submit a plan (including schedule) for fabrication and optional installation, to PCH's Project Authority for approval, following the project start-up meeting with PCH.

2.1.3 Fabrication Vertical Element Orientation Graphic Panel Assemblies

Using the specifications provided by PCH, produce five (5) identical 10-foot vertical element stainless steel assemblies and two (2) identical 12-foot vertical element stainless steel assemblies. Refer to Annex "D": Vertical Element (VE) General Assembly Specifications.

- All the materials must be free of defects that could alter their resistance, durability or appearance; they must be durable and able to withstand the passage of time in an exterior 4 season environment;
- Stainless steel caliber to be verified and validated by Contractor to ensure and guarantee physical integrity, solidity and structural resistance of structures, fastening, assembly and anchoring;
- All welds will be ground down to a smooth, uninterrupted surface;
- All above-terrain stainless steel to be brush finished – all sub-terrain stainless steel can be unfinished (base plates);
- All stainless steel will be treated with passivation to help protect the metal against corrosion;
- Cut-out icon at top of the vertical element to be laser cut or equivalent for a clean, unaltered finish to the edges;
- All hardware required for installation to be included; metal hardware to be natural stainless steel finish;
- All graphic panel and stainless steel components to be assembled and prepared for installation.

Deliverables

- A. For review and approval, produce two (2) samples of specified sections of the structure at full-scale at a sample size of 8" x 10". They will be evaluated for quality of fabrication; therefore both samples will have the brush-polished finish to complete it as a final-product sample. Passivation not required for the sample. One (1) section of the laser-cut icon located at the top of the vertical structure and one (1) of the vertical seam at the base. The Contractor will have the samples delivered to PCH with priority shipping, where the samples will be evaluated for quality of finish. If the samples are unsatisfactory, the Contractor will need to reproduce the samples, at Contractor's own expense, until approved by the PCH Project Authority;
- B. Once samples are approved, final fabrication of all stainless steel structural assemblies including assembly of the vertical element orientation graphic panels will be completed. If option to install is not exercised, the final product is to be packed in a manner which ensures no damage and sent to a specified facility located within the National Capital Region. If option to install is exercised, final product is to remain with Contractor until installation.

2.1.4 Fabrication Exhibit Structure for Graphic Panels

Using the specifications provided by PCH, produce twenty-two (22) sets of 316 stainless steel graphic panel legs. Refer to Annex "E": Exhibit Structure for Graphic Panels General Assembly Specifications.

- All the materials must be free of defects that could alter their resistance, durability or appearance; they must be durable and able to withstand the passage of time in an exterior 4 season environment;
- Stainless steel caliber to be verified and validated by Contractor to ensure and guarantee physical integrity, solidity and structural resistance of structures, fastening, assembly and anchoring;
- All welds will be ground down to a smooth, uninterrupted surface;
- All above-terrain stainless steel to be brush finished – all sub-terrain stainless steel can be unfinished (base plates);
- All stainless steel will be treated with passivation to help protect the metal against corrosion;
- All hardware required for installation to be included; hardware to be natural stainless steel finish;
- All graphic panel and stainless steel components to be assembled and prepared for installation.

Deliverables

- A. For review and approval, produce one (1) sample of specified section of the structure at full-scale at a sample size of 8" x 10". It will be evaluated for quality of fabrication; therefore the sample will have the brush-polished finish to complete it as a final-product sample. Passivation not required for the sample. One (1) section of the leg at the angled joint. The Contractor will have the sample delivered to PCH with priority shipping, where the samples will be evaluated for quality of finish. If the sample is unsatisfactory, the Contractor will need to reproduce the sample, at Contractor's own expense, until approved by the PCH Project Authority.
- B. Once samples are approved, final fabrication of all stainless steel structural assemblies including assembly of the interpretation graphic panels will be completed. If option to install is not exercised, the final product is to be packed in a manner which ensures no damage and sent to a specified facility located within the National Capital Region. If option to install is exercised, final product is to remain with Contractor until installation.

2.1.5 Wall Brackets for Graphic Panels

Using the specifications provided by PCH, produce five (5) sets of stainless steel graphic panel wall brackets. Refer to Annex "E": Exhibit Structures for Graphic Panels General Assembly Specifications.

- All the materials must be free of defects that could alter their resistance, durability or appearance; they must be durable and able to withstand the passage of time in an exterior 4 season environment;
- Stainless steel caliber to be verified and validated by the Contractor to ensure and guarantee physical integrity, solidity and structural resistance of structures, fastening, assembly and anchoring;
- All welds will be ground down to a smooth, uninterrupted surface;
- All above-terrain stainless steel to be brush finished;
- All stainless steel will be treated with passivation to help protect the metal against corrosion;
- All hardware required for installation to be included; hardware to be natural stainless steel finish;
- All graphic panel and stainless steel components to be assembled and prepared for installation.

Deliverables

- A. For review and approval, produce one (1) sample of specified section of the structure at full-scale at a sample size of 8" x 10". It will be evaluated for quality of fabrication; therefore the sample will have the brush-polished finish to complete it as a final-product sample. Passivation not required for the sample. One (1) section of the leg at the angled joint. The Contractor will have the sample delivered to PCH with priority shipping, where the samples will be evaluated for quality of finish. If the sample is unsatisfactory, the Contractor will need to reproduce the sample, at Contractor's own expense, until approved by the PCH Project Authority.
- B. Once samples are approved, final fabrication of all stainless steel structural assemblies including assembly of the interpretation graphic panels will be completed. If option to install is not exercised, the final product is to be packed in a manner which ensures no damage and sent to a specified facility located within the National Capital Region. If option to install is exercised, final product is to remain with Contractor until installation.

2.1.6 Optional work - On-site Installation

The on-site installation of both the stainless steel structures and the graphic panels as a complete product is optional work. The NCC will have pre-installed footings at each of the seven (7) sites for this project.

If the option is exercised, the Contractor will, according to approved installation schedule and after receiving Site-Access Permit from PCH:

- Transport all materials to the sites;
- Install all interpretive elements in consultation with PCH;
- Install and level posts supports, panels and components;
- Return the site to its intended state, removing all garbage and construction debris, and replacing any landscaping materials dislodged by installation.
(Note: Equipment access onto the site will be limited to small light weight vehicles only. Panels could be either assembled on site or, if pre-assembled and not able to bring to the site using small equipment, shall be installed with the use of a crane parked on the road next to the site.)
- Correct any deficiencies identified by the PCH Project Authority.

2.1.7 Commissioning of the Project

Project close-out requires that the exhibit is fully documented in an explanatory manner to ease and simplify the development of the exhibit in future years. As a result, PCH requires the following deliverables to document the project:

Deliverables

- A. Warranty: Provide one-year warranty documentation;
- B. Maintenance schedule: Provide any maintenance/cleaning information required to maintain the product throughout its lifetime.

2.2 Change Management Procedures

Changes to the scope can only be authorized by the Contracting Authority, and whether a requirement is identified internally or externally, any request for a change in scope is to be channelled through the Technical Authority for evaluation of impacts prior to advancing for approval.

3. Other Terms and Conditions

3.1 PCH's Obligations

PCH will:

- Provide all final fabrication specifications;
- Communicate directly with the Contractor to ensure that the samples are fully satisfactory and give approval prior to the final production;
- Liaise with graphic panel fabricator to arrange delivery of panels to stainless steel facility for installation by contractor.

3.2 Location of Work, Work site and Delivery Point

Work is to be completed primarily on Contractor's own premises, with limited requirements of attending meetings at PCH's office in Gatineau.

3.3 Language of Work

The work will be performed in English or French.

ANNEX "B"
BASIS OF PAYMENT

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

The Contractor will be paid as follows (all firm unit prices include, but not limited to, pre-production work, meetings, equipment, vehicles, staff, materials and tools). All prices must exclude applicable taxes.

Note: There will be no travel or living expenses reimbursed.

A- Original Contract

Description of items	Quantity (a)	Firm unit price (b)	Extended Price (a x b)
10-foot vertical elements	5	\$	\$
12-foot vertical elements	2	\$	\$
Pairs of stainless steel graphic panel legs	22	\$	\$
Pairs of stainless steel graphic panel wall brackets	5	\$	\$
Delivery in the National Capital Region	1	\$	\$
Sub-total A excluding taxes*			\$
Applicable taxes (___ %)			\$
Grand Total including applicable taxes			\$

B- Optional work

This section is only applicable if the optional work is exercised by Canada.

For the optional work specified below, the Contractor will be paid as follows:

Description of item	Quantity	Firm price
Complete installation (optional work) (Sub-total B excluding taxes*)	1	\$
Applicable taxes (___ %)		
Grand Total including applicable taxes		\$

Sub-totals A plus B will be used for financial evaluation purposes.

ANNEX "C"

MAP

(see separate pdf file)

ANNEX "D"

VERTICAL ELEMENT (VE) GENERAL ASSEMBLY SPECIFICATIONS

(see separate pdf file)

ANNEX "E"

EXHIBIT STRUCTURE (ES) FOR GRAPHIC PANELS GENERAL ASSEMBLY SPECIFICATIONS

(see separate pdf file)

ANNEX "F"
OFFER OF SERVICES FORM

<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 2 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 2 entitled "Former Public Servant Certification"
Integrity Provisions (as per Part 5 of the bid solicitation)	Declaration of Convicted Offences Integrity Declaration Form (to be completed only when you meet all three of the following conditions): <ol style="list-style-type: none"> 1. You are a government supplier 2. You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i> 3. You are unable to provide any of the certifications required by the integrity provisions. <p>Click here to complete the form and instructions for its submittal.</p>

	<p>Required Documentation</p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none">- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors- Privately owned corporations must provide a list of the owners' names- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners- Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>
<p>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:</p> <ol style="list-style-type: none">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; and4. 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.	
<p>Signature of Authorized Representative of Bidder</p>	
<p>Signature: _____ Date: _____</p>	