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The attachments will be include separately;

- **Annex A** - Statement of Requirement for Signage General and Miscellaneous and Slatz System Signage
- **Attachment 1** to Annex "A" - Product Specification "SIGNAGE General and Miscellaneous
- **Attachment 2** to Annex "A" - Product Specification "SLATZ SYSTEM SIGNAGE (Clarke Systems or Equivalent")
- **Annex B** - Basis of Payment (2 parts B1 and/or B2)
- **Annex B1**- Pricing-Attachment 1-Signage General and Miscellaneous
- **Annex B2** - Pricing- Attachment 2-Slatz System Signage (Clarke Systems or Equivalent)
- **Annex C** - The Security Requirements Checklist
- **Annex D** - The Federal Contractors Program for Employment Equity
- **Annex E** - Insurance Requirement.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include;

- **Annex A** - Statement of Requirement for Signage General and Miscellaneous and Slatz System Signage
- **Attachment 1** to Annex "A" - Product Specification "SIGNAGE General and Miscellaneous
- **Attachment 2** to Annex "A" - Product Specification "SLATZ SYSTEM SIGNAGE (Clarke Systems or Equivalent")
- **Annex B** - Basis of Payment (2 parts B1 and/or B2)
- **Annex B1**- Pricing-Attachment 1-Signage General and Miscellaneous
- **Annex B2** - Pricing- Attachment 2-Slatz System Signage (Clarke Systems or Equivalent)
- **Annex C** - The Security Requirements Checklist
- **Annex D** - The Federal Contractors Program for Employment Equity
- **Annex E** - Insurance Requirement.

1.2 Summary

Public Services and Procurement Canada (PSPC) intends to establish a Standing Offer (SO) for Signage General and Miscellaneous and Slatz System Signage for its parliamentary clients, including Public Services and Procurement Canada (PSPC) the House of Commons, the Senate of Canada and the Library of Parliament (Library). This Statement of Requirement describes the

requirement for the design, supply, delivery, installation and product-related services for the following;

This requirement is divided in two (2) categories:

- Signage General and Miscellaneous:

The General section is comprised of several types of signage from glass with vinyl, ministerial signs, metal stanchions, wall signs, flag signs etc. The Miscellaneous section which includes text fonts and text materials which may be used if something is not covered in the General category. There is also a "Custom Signs" section which may be required if a sign is not described in the General or Miscellaneous category.

- Slatz System Signage (Clarke Systems OR *Equivalent):

This is the current system used in many of the Parliamentary Buildings throughout the precinct. It is a commercially available slat-based product in which some features may be customized. There are the various types of configurations, panel types and finishes.

*If another equivalent product is available with the same specifications, they must be capable of interconnecting with the existing inventory listed in the specifications below.

- 1.2.1 The requirement will be delivered to and installed at various government- owned and leased accommodations in the National Capital Region occupied by House of Common, the Senate of Canada and the Library of Parliament.
- 1.2.2 The duration of the resulting Standing Offer will be for an initial period of two (2) years with an irrevocable option to extend the Standing Offer for up to three (3) one-year periods in accordance with all terms and conditions detailed in the Request for Standing Offer (RFSO) document.
- 1.2.3 PSPC may issue up to one Standing Offer for each package listed in the Product Requirements List (Attachment 1 to Annex A and Attachment 2 to Annex A), to the Offeror(s) that comply with the requirements of the Request for Standing Offer and meet all mandatory technical and financial evaluation criteria.

The two packages are:

- 1- Signage General and Miscellaneous
- 2- Slatz System Signage (Clarke Systems OR *Equivalent)

Note: If a single Offeror is successful on both packages, PSPC may issue one standing offer to that Offeror that includes both packages 1 and 2.

There will be two (2) stages of selection:

Stage 1: Mandatory criteria will be evaluated by Package and Stage 2 – Lowest compliant by package.

Stage 1: All offers will be evaluated, if information is missing during the evaluation on the mandatory criteria Canada may ask clarification to offerors.

Stage 2: All offers that pass Stage 1 will be evaluated on financial criteria. The lowest responsive offers will be recommended for award of a standing offer.

- 1.2.4 The requirement is subject to the provisions of the:
 - World Trade Organization Agreement on Government Procurement (WTO-AGP)
 - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

- North American Free Trade Agreement (NAFTA)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canadian Free Trade Agreement (CFTA)
- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Columbia Free Trade Agreement (CColFTA)
- Canada-Panama Free Trade Agreement (CPanFTA)
- Canada-Honduras Free Trade Agreement (CHFTA)
- Canada-Korea Free Trade Agreement (CKFTA)
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- Canada-Ukraine Free Trade Agreement (CUFTA)

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.2.6 The Crown retains the right to negotiate with suppliers on any procurement.

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

1.2.8 The estimated annual business volume is \$400,000.00. This figure is an estimate only and shall not be a commitment on the part of Canada.

1.2.9 Our parliamentary clients, the House of Commons, the Senate of Canada and the Library of Parliament, may negotiate and establish follow-on contracts and/or arrangements with the successful Standing Offer holders as a result of this RFSO. The procurement of any follow-on contract(s) and/or arrangement(s) will be in accordance with the parliamentary client's contracting policies and delegated authorities. PSPC will not be responsible for and will not take part in any negotiation and/or procurement activity.

1.2.10 The Phased Offer Compliance Process applies to this requirement.

1.3 Security Requirements

There are no security requirements associated with the issuance of the resulting Standing Offer. However, the resulting call-up(s) may be subject to security requirements and will be indicated in the call-up offer and the appropriate clauses incorporated into the resulting terms and conditions.

For additional information, see Part 6 - Security and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the Contract Security Program of Public Services and Procurement Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or if applicable, the email address identified in the RFSO.

- PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
- To submit an offer using epost Connect service, the Offeror must either:
 - send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
 - If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
 - If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
 - The RFSO number should be identified in the epost Connect message field of all electronic transfers.
 - It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
 - For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
 - receipt of a garbled, corrupted or incomplete offer;
 - availability or condition of the epost Connect service;
 - incompatibility between the sending and receiving equipment;

- iv. delay in transmission or receipt of the offer;
- v. failure of the Offeror to properly identify the offer;
- vi. illegibility of the offer;
- vii. security of offer data; or,
- viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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

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

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 120 days

2.2 Basis for Canada's Ownership of Intellectual Property

Public Works and Government Services Canada (PWGSC) has determined that any intellectual property rights arising from the performance of the Work under the resulting standing offer will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

2.3 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the offeror is using its own licensing agreement for epost Connect.

2.4 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

- a. name of former public servant;

- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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.

2.5 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.6 Applicable Laws

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

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

2.7 Equivalent Product

Products that are equivalent in form, fit, function and quality to the item(s) specified in the offer will be considered where the Offeror:

- a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;
 - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the offer; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the offer fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the offer for that item.
3. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request offeror offering a substitute product to demonstrate, at the sole cost of offerors, that the substitute product is equivalent to the item specified in the offer.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer, Annex B –Basis of payment (2 parts B1 and/or B2)
-Annex B1 Signage General and Miscellaneous
-Annex B2 Slatz System Signage
Section III: Certifications and Additional Information

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (four (4) hard copies) and one (1) soft copy on USB, flash drive, DVD or CD).
Section II: Financial Offer (one (1) hard copy and one (1) soft copy on USB, flash drive, DVD or CD) of Annex B –Basis of payment (2 parts B1 and/or B2)
-Annex B1 Signage General and Miscellaneous
-Annex B2 Slatz System Signage
Section III: Certifications and Additional Information (one (1) hard copy) and one (1) soft copy on USB, flash drive, DVD or CD).

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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

- 1) 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 I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 7B and Annex B1, Pricing for Signage General and Miscellaneous **and/or** Annex B2, Pricing for Slatz System Signage. Total amount of Applicable Taxes must be shown separately.

3.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offeror including such provision will render the offer non-responsive.

Section III: Certifications

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

Additional Information

3.3 Offerors Representatives

Canada requests that Offerors provide information for the contact persons as follow;

Offerors Representative:

Name: _____
Telephone Number: _____
E-mail address: _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased offer Compliance Process described below;

4.1.1 Phased Offer Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offeror are and will remain solely responsible for the accuracy, consistency and completeness of their Offer and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offer or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the offer being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the offer to determine whether it includes a Financial Offer and whether any financial offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the financial offer is missing from the financial offer. This review will not assess whether the financial offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial offer or that the Financial offer is missing all of the information required by the offer solicitation to be included in the Financial offer, then the offer will be considered non-responsive and will be given no further consideration.
- (d) For offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial offer is missing information. An Offeror, whose financial offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offeror shall not be entitled to submit any additional information in respect of their financial offer.
- (e) The Offeror who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its financial offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the financial offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- (h) Canada will determine whether the financial offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offerors found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Offer

- (a) Canada's review at Phase II will be limited to a review of the Technical offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the offer has failed to meet. A Offeror whose offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial offer.

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- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original offer, the wording of the proposed change to that section, and the wording and location in the offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror's must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the offer, but will be considered by Canada in the evaluation of the offer at Phase II only for the purpose of determining whether the offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the offer.
- (h) Canada will determine whether the offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offeror found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Offer

- (a) In Phase III, Canada will complete the evaluation of all offers found responsive to the requirements reviewed at Phase II. Offer will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- (b) An offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Evaluation Criteria

- M1** The Offeror must identify for which categories it is submitting a proposal. The Offer must select one of the three following options:
- 1- Signage General and Miscellaneous
 - 2- Slatz System Signage (Clarke System OR Equivalent)
 - 3- Both categories.
- M2** The Offeror must confirm that the materials and finishes for each product offered are available and meet the mandatory finish requirements associated to those products, as listed in;
- 1- Attachment 1 to Annex A – Product Specifications “Signage General and Miscellaneous “or
 - 2- Attachment 2 to Annex A - Product Specifications “Slatz System Signage (Clarke System or Equivalent) or
 - 3- Both.
- M3** **Experience and expertise**
In this section, details must be provided regarding the relevant experience and expertise of the Offeror in relation to this requirement.
- A. The Offeror must demonstrate that the assigned Account Representative has at least five (5) years of experience within the last eight (8) years related to the co-ordination of signage manufacturing, supply, delivery, installation, wayfinding, on-site surveys, graphic design and estimation services.
-Compliance must be demonstrated by providing the assigned Account Representative’s resume.
- B. The Offeror must demonstrate that the assigned Site Supervisor has at least five (5) years of experience within the last eight (8) years’ in managing signage projects.
-Compliance must be demonstrated by providing the assigned Site Supervisor’s resume.
- C. The Offeror must have completed at least three projects for Major Client(s) within the last five years.
-Compliance must be demonstrated by providing the following items for each of three projects;
1. The name of the Major Client.
 2. A photo of an installed sign(s).
 3. A description of the project, including dollar value of the project, duration of the project, and the dates on which the project began and ended.
- *Project is defined as the manufacture, delivery and installation of signage.
**Major client is defined as a client that has at least five business locations which require signage.
- D. The Offeror must demonstrate its ability to manufacture custom signs that are not part of its standard product offering:
-Compliance must be demonstrated by providing the following details for each of three custom signs manufactured by the Offeror:
- Photograph
 - Size
 - Material used
- E. The Offeror must demonstrate how it will provide signage installation services in the National Capital Region.
-Compliance must be demonstrated by identifying whether or not the installation will be performed by the Offeror or Sub-contractors. If sub-contractors are to be used, the Offeror must identified the sub-contractor companies.

- F. The Offeror must demonstrate that it has at least five (5) years of experience in Graphic Design related to signage services.
-Compliance must be demonstrated by identifying whether or not the graphic design services will be performed by the Offeror or Sub-contractors. If sub-contractors are to be used, the Offeror must identify the sub-contractor companies.
- G. The Offeror must submit a Quality Control Plan, which demonstrates how the work including that of subcontractors will be monitored for quality control.

The Phased Offer Compliance Process will apply to all mandatory technical criteria.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Evaluation Criteria

Offerors must complete Annex B – Basis of Payment.

If the Offeror is submitting an offer for “Signage General and Miscellaneous” it must submit Annex B1.

If the Offeror is submitting an offer for “Slatz System Signage”, it must submit Annex B2.

If the Offeror is submitting an offer for both “Signage General and Miscellaneous” and “Slatz System Signage”, it must submit both Annex B1 and Annex B 2.

Three types of information are requested in Annex B:

1. Firm price per item
2. Firm all-inclusive hourly rates
3. Percentage mark-up on costs

4.1.3.2 Pricing Scoring Methodology

Annex B1- Pricing-Attachment 1-Signage General and Miscellaneous

For Tables 1 to 30 – Each firm price per item will be multiplied by a quantity of 1.

For Table 31 – The percentage mark-up will be multiplied by \$1,000.00.

For Pricing for Services Rates Tables 1 and 2 – The firm all-inclusive per-hourly rate will be multiplied by a quantity of 1.

The sum of these calculations will determine the Offeror's financial score.

Annex B2 - Pricing- Attachment 2-Slatz System Signage (Clarke Systems or Equivalent)

For Tables 1 to 10 – Each firm price per item will be multiplied by a quantity of 1.

For Pricing for Services Rates Tables 1 and 2 – The firm all-inclusive per-hourly rate will be multiplied by a quantity of 1.

The sum of these calculations will determine the Offeror's financial score.

4.2 Basis of Selection

To be declared responsive an offer must

- a. comply with the requirements of the Request for Standing Offers and
- b. meet all mandatory technical evaluation criteria; and
- c. meet all mandatory financial evaluation criteria;

Offers not meeting (a) or (b) or (c) will be declared non responsive.

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

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

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Status of Availability of Resources – Offer (Account Representative and Site Supervisor)

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

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirements associated with the Request for Standing Offer.

6.2 Insurance Requirements Proof of Availability - Prior to issuance of a Standing Offer

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from *(to be inserted by PWGSC)* to *(to be inserted by PWGSC)*.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) period of one (1) year, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) that will be specified in the call-up to the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Evelyne Bisson
Title: Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch
Parliamentary Precinct Acquisition Services Division (PPASD) / Acquisitions Program
Address: 222 Queen, Suite 1401 Street, Ottawa ON, Canada
Telephone: 613-990-7280
E-mail address: Evelyne.bisson@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offerors Representative:

Name: *(to be inserted by PWGSC)*

Telephone Number: _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are the authorized representatives of the Parliamentary Precinct Acquisitions Services Division.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s).

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer will be issued in accordance with Treasury Board Approval and Signing Limits for Public Services and Procurement Canada.

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2030](#); (2018-06-21) General Conditions – High Complexity –Goods.
- e) the supplemental general conditions;
[4009](#) (2013-06-27) Professional Services - Medium Complexity
[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information.
- f) Annex A, Statement of Requirement for Signage General and Miscellaneous and Slatz System Signage;
- g) Annex B, Basis of Payment; B1 Pricing for Signage General and Miscellaneous and/or B2 Pricing for Slatz System Signage
- h) Annex C, Security requirement checklist
- i) Annex E, Insurance Requirements;
- j) the Offeror's offer dated _____ (*insert date of offer or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.11.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.11.3 Status of Availability of Resources – Standing Offer (Account Representative and Site Supervisor)

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____
(insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Requirement

The Contractor must perform the Work described in Annex A.

7.2 Security requirements

(To be inserted by PWGSC) if applicable

7.3 Standard Clauses and Conditions

7.3.1 General Conditions

2030 (2018-06-21) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Add Section 46 – Copyright

In this section, "Material" means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require. The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

Add Section 47 - Access to Information:

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

7.3.2 Supplemental General Conditions

4009 (2013-06-27) Professional Services - Medium Complexity, apply to and form part of the Contract.
4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of _____ *(to be inserted by PWGSC)* to _____ *(to be inserted by PWGSC)*.

7.4.2 Delivery Date

Delivery must be completed by *(to be inserted by PWGSC)*.

7.5 Proactive Disclosure of Contracts with Former Public Servants

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

7.6 Payment

7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars as follows:

(to be inserted by PWGSC)

7.6.2 SACC Manual Clauses

SACC Reference	Title	Date
H1001C	Multiple payments	2008/05/12
C0710C	Time and Contract Price verification	2007/11/30

7.7 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 to the following email address:
DGCPFACTURES.PPBINVOICES@tpsgc-pwgsc.gc.ca

7.8 Authorities

7.8.1 Call-up (Contracting) Authority *(to be inserted by PWGSC)*

The Call-up Authority is:
(Insert name and address)
Telephone:
E-mail address:

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

7.8.2 Project Authority *(to be inserted by PWGSC)*

The Project Authority is:
(Insert name and address)
Telephone:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for the overall management of the Project including the project's financial administration. The Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work may only be made through an amendment to the call-up issued by the Standing Offer Authority.

7.8.3 Technical Authority *(to be inserted by PWGSC)*

The Technical Authority is:
(Insert name and address)
Telephone:
E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract. The Contractor may discuss technical matters with the Technical Authority. However the Technical Authority has no authority to authorize changes to the scope of the Work. All changes to the scope of the Work may only be made through an amendment to the call-up requested of the Project Authority and then issued by the Standing Offer Authority.

7.8.4 Offerors Representative:

Name: *(to be inserted by PWGSC)*
Telephone Number: _____
E-mail address: _____

7.9 Insurance

7.9.1 Insurance Specific Requirements

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

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

The Contractor must forward to the Standing Offer Authority within ten (10) days after the request, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer, forward to Canada a certified true copy of all applicable insurance policies.

7.10 Excess goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

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

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