



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC

11 Laurier St./11 rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Construction Services Division/Division des services de
construction

140 O'Connor Street

140, rue O'Connor

Ontario

Ottawa

K1A 0S5

Title - Sujet Frankfurt Book Fair 2020 Pavillion	
Solicitation No. - N° de l'invitation C1111-190042/A	Date 2019-12-05
Client Reference No. - N° de référence du client C1111-190042	
GETS Reference No. - N° de référence de SEAG PW-\$\$FG-356-78165	
File No. - N° de dossier fg356.C1111-190042	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-01-21	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Steele, Harold	Buyer Id - Id de l'acheteur fg356
Telephone No. - N° de téléphone (819) 775-7707 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF CANADIAN HERITAGE 25-8-237 25 Eddy Street ATTN: EVAN MEDLEY Gatineau Quebec K1A0M5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

BID SOLICITATION

BUILD-OPERATE-MAINTAIN-DISMANTLE SERVICES

FOR

CANADA PAVILION, FRANKFURT BOOK PAVILION

2020 IN FRANKFURT, Germany

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FG365

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List of Annexes to the Resulting Contract:

Annex A- Pricing Table

Annex B- Statement of Work (SOW)

Annex C- Certificate of Insurance

Annex D- Thematic Document

Forms:

Form 1- Bid Submission Form

Form 2- Integrity Provisions- List of Names Form

Form 3- Federal Contractors Program for Employment Equity – Certification

Form 4- Certificate of Independent Bid Determination

Form 5- Client Reference Form for Representative Project- M1 Public Presentation Project

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes and forms as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and information to be provided;
- Part 6 Financial and Insurance Requirements: includes specific requirements that must be addressed by Bidders;
- Part 7 Resulting Contract Clauses: includes clauses and conditions that will apply to any resulting contract.

1.2 Summary

- (a) Public Works and Government Services Canada (PWGSC), on behalf of Department of Canadian Heritage (Heritage Canada), intends to retain a Build-Operate-Maintain-Dismantle Contractor (herein referred to as "the Contractor") to provide professional services as set out in this Request for Proposal (RFP) for the Canada Pavilion at Frankfurt Book Fair 2020 in Frankfurt, Germany.
- (b) The scope of the Build-Operate-Maintain-Dismantle professional services include:
 - (i) working with the "Design Contractor" to construct the Pavilion on site. The design contractor is responsible for the design concept and has been awarded contract through a separate contracting process;
 - (ii) the construction of the Public Presentation/exhibition element;
 - (iii) the continuing operation and maintenance of the Pavilion and the Public Presentation/exhibition throughout the five (5) day Fair operation period; and
 - (iv) the dismantling and removal of the Pavilion and Pavilion components, restoration of the site to its original state and the completion of related documentation.

1.3 Important Notices to Bidders

- (a) **Two-Envelope Bid:** Bids must be submitted following a "two-envelope" procedure. Refer to Part 3- Bid Preparation Instructions.
- (b) **Integrity Provisions-Bid:** Changes have been made to the Integrity provisions—bid of R2410T General Instructions - Construction Services (2016-04-04). See Part 2- Bidder Instructions and Part 5- Certifications and Additional Information for more information.

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- (c) **Insurance Terms:** Insurance terms included in this tender are modified. Refer to Part 7- Resulting Contract Clauses and Annex C- Certificate of Insurance. Note there will be a requirement to obtain policies from the Frankfurt Book Fair Organizer and all other insurance policies must be with an insurer that is registered with the German Insurance Authority.
- (d) **Federal Contractors Program for Employment Equity:** There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement. See Part 5- Certifications and Additional Information, Part 7- Resulting Contract Clauses and Form 3- Federal Contractors Program for Employment Equity - Certification.
- (e) **Former Public Servant:** Bidders must provide the required information as detailed in Part 2- Bidder Instructions of the bid solicitation in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- (f) **Prompt Payment Principles:** PWGSC advocates that construction-related payments should follow these three principles:
- **Promptness:** The department will review and process invoices promptly. If disputes arise, PWGSC will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
 - **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
 - **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

- (g) **PWGSC Update on Asbestos Use:** Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>.

1.4 Debriefing

Should a Bidder desire a debriefing, the Bidder should contact the person identified on the front page of the RFP within twenty-one (21) days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Glossary of Terms

- (a) **Applicable Taxes:** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.
- (b) **Bidder:** means the person or entity (or in the case of a Joint Venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- (c) **Canada:** means "Minister", "Her Majesty", "PWGSC" or "Departmental Representative" as applicable herein.
- (d) **Key Personnel:** means the principals and senior staff of the Bidder's team that will be assigned to this project if the Bidder's bid is successful.

2.2 Procurement Business Number

Bidders are required to have a Procurement Business Number (PBN) before contract award. Bidders may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

2.3 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a Joint Venture.

2.4 Compliance with Applicable Laws and License Requirements

- (a) By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the Work. By submission of a bid, the Bidder further certifies that the Bidder is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all laws and regulations in the jurisdictions where the Work will be performed.
- (b) By submission of a bid, the Bidder further certifies that the Bidder's build team members and Key Personnel are, or will be eligible to be licenced, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by the jurisdiction in which the Work is performed.
- (c) The Bidder acknowledges that PWGSC reserves the right to validate the certifications in paragraphs (a) and (b) above and that false or erroneous certification may result in the bid being declared non-compliant.

- (d) For the purpose of validating the certifications in paragraphs (a) and (b) above, a Bidder must, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and must provide such documentation within the time limit(s) set out in the request. Failure to comply with such a request will result in disqualification of the bid.

2.5 Governing Law

Any resulting contract will be governed by the law of the province of Ontario, including the laws of Canada applicable therein.

2.6 Composition of Bidder's Team

By submitting a bid, the Bidder represents and warrants that the entities and persons proposed in the bid to perform the required services will be the entities and persons that will perform the services in the fulfillment of the Project under any contractual arrangement arising from submission of the bid. If the Bidder has proposed any person in fulfillment of the Project who is not an employee of the Bidder, the Bidder warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

2.7 Joint Venture

- (a) A Joint Venture is an association of two or more parties who combine their money, property, knowledge, expertise, skills, time or other resources in a joint business enterprise, sometimes referred as a consortium, agreeing to share the profits and the losses and each having some degree of control over the enterprise. Bidders who bid as a Joint Venture must indicate clearly that it is a Joint Venture and provide the following information:
- i. the name of each member of the Joint Venture;
 - ii. the Procurement Business Number of each member of the Joint Venture;
 - iii. the name of the representative of the Joint Venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
 - iv. the name of the Joint Venture, if applicable.
- (b) If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- (c) The bid and any resulting contract must be signed by all the members of the Joint Venture unless one member has been appointed to act on behalf of all members of the Joint Venture. The Contracting Authority may, at any time, require each member of the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solitarily liable for the performance of any resulting contract.
- (d) Any Joint Venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any applicable law pertaining thereto in the jurisdiction in which the project is located.

2.8 Certification of Language

By submitting a bid:

- i. The Bidder certifies that the entities and persons proposed in the bid to perform the required services have the capacity to communicate orally and in writing in English or French as required by Canada.
- ii. The Bidder certifies that the entities and persons proposed in the bid to perform the required services have the capacity to communicate in a language that facilitates the Work in the region.
- iii. The Bidder certifies that the entities and persons proposed in the bid to perform the required services meet any additional language requirements as detailed in Annex B- Statement of Work, article C 7.0.

2.9 Former Public Servant

- (a) 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-compliant.

(b) Definitions

For the purposes of this section 2.9, "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:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. 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.

(c) 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:

- i. name of former public servant;
- ii. 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](#).

(d) Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. 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.

2.10 Integrity Provisions—Bid

- (a) The Ineligibility and Suspension Policy (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>.
- (b) Under the Policy, charges and convictions of certain offences against a Bidder, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of suppliers.
- (c) In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - i. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and

- ii. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at <https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
- (d) Subject to paragraph (e) below, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - i. it has read and understands the [Ineligibility and Suspension Policy](#);
 - ii. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - iii. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - iv. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - v. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - vi. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- (e) Where a Bidder is unable to provide any of the certifications required by paragraph (d) above, it must submit with its bid a completed Integrity Declaration Form, which can be found at <https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>.
- (f) Canada will declare non-compliant any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2.11 Code of Conduct for Procurement—Bid

The [Code of Conduct for Procurement](#) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder certifies that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-compliant.

2.12 Enquiries—Solicitation Period

- (a) Enquiries regarding this bid must be submitted in writing to the PWGSC Contracting Authority named on the Request for Proposal (RFP) - Page 1 as early as possible within the solicitation period.

Enquiries should be received no later than ten (10) business days before the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

- (b) To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and will decide whether or not to issue an amendment.
- (c) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed only to the Contracting Authority named on the RFP – Page 1. Failure to comply with this requirement may result in the bid being declared non-compliant.

2.13 Improvement of Requirement During Solicitation Period

Should Bidders consider that the Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority at least twenty-one (21) calendar days before the date set for solicitation closing. Canada will have the right to accept or reject any or all suggestions.

2.14 Optional Site Visit

There will not be a site visit associated with this requirement.

2.15 Submission of Bids

- (a) Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a Joint Venture, it must be in accordance with section 2.7- Joint Venture.
- (b) It is the Bidder's responsibility to:
 - i. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - ii. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - iii. submit by solicitation closing date and time a complete bid;
 - iv. send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the bid solicitation;
 - v. ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the face of the bid envelope; and,
 - vi. provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
- (c) Facsimile copies of bids will not be accepted.

- (d) The bid must be in Canadian (CAD) currency. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will be deemed the bid non-compliant.
- (e) Any alteration to the pre-printed or pre-typed sections of the solicitation forms, or any condition or qualification placed upon the bid may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the solicitation forms by the Bidder must be initialed by the person or persons signing the bid. Alterations, corrections, changes or erasures that are not initialed will be deemed void and without effect.
- (f) Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
- (g) Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- (h) Bid Documents and supporting information may be submitted in either English or French.
- (i) Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
- (j) Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- (k) A bid cannot be assigned or transferred in whole or in part.

2.16 Revision of Bid

- (a) A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile must be on the Bidder's letterhead or bear a signature that identifies the Bidder.
- (b) A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- (c) A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.

- (d) Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The bid will be evaluated based on the original bid submitted and all other compliant revision(s).

2.17 Late Bids

Submissions delivered after the stipulated closing date and time will be returned.

2.18 Limitation of Submissions

- (a) A Bidder may not submit more than one bid. This limitation also applies to the persons or entities in the case of a Joint Venture. If more than one bid is received from a Bidder (or, in the case of a Joint Venture, from the persons or entities), all such bids will be rejected and no further consideration will be given.
- (b) An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a Joint Venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the design-build team by more than one Bidder. The Bidder warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
- (c) Notwithstanding paragraph (b) above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Bidder must not include in its submission another Bidder as a member of its consultant team, as a sub-consultant or specialist consultant. Should the Bidder include in its submission another Bidder as a member of its consultant team as a sub-consultant or specialist consultant the bid will be rejected and no further consideration will be given.
- (d) Bidders must not provide written permission to propose their services as subcontractor for other bids. If it is demonstrated that a Bidder was aware of and had granted permission to being listed as subcontractor on another bid, the Bidder's own bid will also be deemed non-compliant.

2.19 Rights of Canada

Canada reserves the right to:

- i. reject any or all bids received in response to the bid solicitation;
- ii. enter into negotiations with Bidders on any or all aspects of their bids;
- iii. accept any bid in whole or in part without negotiations;
- iv. cancel the bid solicitation at any time;
- v. reissue the bid solicitation;
- vi. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and
- vii. negotiate with the sole responsive Bidder to ensure best value to Canada.

2.20 Acceptance and Rejection of Bid

- (a) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- (b) Without limiting the generality of paragraph (a) above, Canada may reject a bid if any of the following circumstances is present:
 - i. the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - ii. the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - iii. the Bidder is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - iv. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - v. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - vi. with respect to current or prior transactions with Canada
 - 1. Canada has exercised, or intends to exercise, the contractual remedy of taking the Work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - 2. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- (c) In assessing the Bidder's performance on other contracts pursuant to subparagraph (b)(vi)(2) above Canada may consider, but not be limited to, such matters as:
 - i. the quality of workmanship in performing the Work;
 - ii. the timeliness of Completion of the Work;
 - iii. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - iv. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- (d) Without limiting the generality of paragraphs (a), (b) and (c) above Canada may reject any bid based on an unfavourable assessment of:

- i. The adequacy of the bid price to permit the Work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the Work to which that price applies; and
 - ii. Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the Work under the Contract.
- (e) Where Canada intends to reject a bid pursuant to a provision of paragraphs (a),(b),(c) or (d) above other than subparagraph (b)(i) above the Contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- (f) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

2.21 Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- i. a current published price list indicating the percentage discount available to Canada; or
- ii. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- iii. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- iv. price or rate certifications; or
- v. any other supporting documentation as requested by Canada.

2.22 Conflict of Interest—Unfair Advantage

- (a) In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
 - i. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - ii. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- (b) The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.

- (c) Where Canada intends to reject a bid under this section 2.22, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.23 Bid Documents

The following are the Bid Documents:

- (a) Request for Proposal (RFP); and
- (b) Annex A- Pricing Table; and
- (c) Annex B- Statement of Work (SOW); and
- (d) Annex C- Certificate of Insurance; and
- (e) Annex D- Thematic Document; and
- (f) Form 1- Bid Submission Form; and
- (g) Form 2- Integrity Provisions- List of Names Form; and
- (h) Form 3- Federal Contractors Program for Employment Equity- Certification; and
- (i) Form 4- Certificate of Independent Bid Determination; and
- (j) Form 5- Client Reference Form for Representative Project- M1 Public Presentation Project; and
- (k) Any amendment to the RFP issued before solicitation closing.

2.24 Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation, including travel, administration and living expenses. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2.25 Entire Requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

2.26 Further Information

- (a) For further information, Bidders may contact the Contracting Authority identified in the bid solicitation.

- (b) Enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200.

2.27 Cost for Permits and Approvals

For the purposes of GC1.8, "Laws, By-Laws, Permits, Licenses, Codes, Inspections and Taxes" in section 7.14 below, the Bidder should include costs for all permits and approvals necessary to perform the Work in their bid.

2.28 Performance Evaluation

- (a) Bidders must take note that the performance of the Contractor during and upon Completion of the Work will be evaluated by Canada. The evaluation will be based on the quality of workmanship; timeliness of Completion of the Work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
- (b) The form [PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form](#), is used to record the performance.

2.29 Communications Notification

The Government of Canada requires the successful Bidder to notify the Contracting Authority named on the Request for Proposal - Page 1 in advance of their intention to make public an announcement related to the award of a contract. Any public announcement related to this requirement requires the permission of Canada prior to releasing any such announcement

2.30 Web Sites

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

- Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL>
- Buy and Sell <https://buyandsell.gc.ca/>
- Canadian economic sanctions https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng
- Contractor Performance Evaluation Report (form PWGSC-TPSGC 2913) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>
- Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>
- Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>
- Labour and Material Payment Bond (form PWGSC-TPSGC 506)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

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- Standard Acquisition Clauses and Conditions (SACC) Manual
 - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
 - PWGSC, Code of Conduct for Procurement
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>
 - Construction and Consultant Services Contract Administration Forms Real Property Contracting
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>
 - Integrity Declaration Form
<https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) The bid should be submitted following a "two-envelope" procedure in which the Bidder provides Envelope 1- Technical Bid and Envelope 2- Financial Bid.
- (b) Both the Technical and Financial Bid envelopes should be enclosed and sealed together in a third envelope, the bid envelope. All envelopes should be provided by the Bidder.
- (c) Canada's Policy on Green Procurement: Bidders should:
 - i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
 - ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

3.2 Envelope 1- Technical Bid:

- (a) The Technical Bid should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - i. ENVELOPE 1 – Technical Bid;
 - ii. Solicitation Number; and
 - iii. Name of Bidder.
- (b) The following bid format information should be implemented when preparing the Technical Bid:
 - Paper size should be: 216mm x 279mm (8.5" x 11")
 - Smallest font size should be 11 point Times or equal
 - Margins should be 12 mm left, right, top, and bottom
 - Double-sided submissions are preferred
 - One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper; 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
- (c) The order of the Technical Bid should follow the order established in section 4.2 Technical Evaluation-Mandatory Technical Criteria. The maximum number of pages (including text and graphics) to be submitted is sixty (60). The following are not part of this page limitation:
 - Covering Letter;
 - Front Page of the Bid;
 - Table of Contents;
 - Financial Bid, including:
 - o Bid Security as per section 6.1- Bid Security Requirements;
 - Bid Submission Form- Form 1;

- A completed Declaration Form as per the Integrity Provisions- Declaration of Convicted Offences, if applicable;
- Client Reference Forms (Forms 5);
- Integrity Provisions- List of Names Form- Form 2;
- Copies of certifications, diplomas and degrees (subparagraph 3.2(f)(iv)C.); and
- Four (4) copies of the Technical Bid.

The consequence of exceeding the maximum sixty (60) page limitation is that all pages that extend beyond the sixty (60) page limitation will be removed from the Technical Bid submission and will not be forwarded to the PWGSC Evaluation Committee for evaluation.

(d) The Bidder must submit:

- i. One (1) signed original and four (4) copies of the Technical Bid;
- ii. A completed Declaration Form as per the Integrity Provisions- Declaration of Convicted Offences, if applicable.

(e) In their Technical Bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the Work. The Technical Bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(f) The Technical Bid consists of the following:

- i. **Bid Submission Form:** Bidders must include the Bid Submission Form – Form 1 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. Canada may waive informalities and minor irregularities in the Bid Submission Form received if Canada determines that the variation of the information provided from the exact requirements set out in the Bid Submission Form can be corrected or waived without being prejudicial to other Bidders.
- ii. **Substantiation of Technical Compliance:** The Technical Bid must substantiate the compliance with the specific provisions of section 4.2 Technical Bid Evaluation- Mandatory Technical Criteria. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted with the bid. Where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- iii. **Previous Similar Projects:** Where the bid requires a description of previous similar projects as required in the proposed projects, the project should have been completed by the Bidder itself or any of the Bidder's members if the Bidder is a Joint Venture (and should not include the experience of any proposed subcontractor or any affiliate of the Bidder or the Bidder's members in case of a Joint Venture). A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches Annex B- Statement of Work.
- iv. **Proposed Resources:** The same individual must not be proposed for more than one resource category. The Technical Bid should demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
 - A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
 - B. For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing.
 - C. For requirements relating to professional designation or membership, the resource must have the required designation or membership at the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Designation or memberships should be demonstrated by providing a copy of the certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If a Bidder claims to have a certain professional designation or membership but does not provide a copy of the designation or membership as evidence, Canada may provide a timeframe by which it must be provided. Failure to provide the requested information within the requested time frame will result in no evaluation of the proposed personnel and be disregarded. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - D. For work experience, PWGSC will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution or apprenticeship.
 - E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the Technical Bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). PWGSC will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - F. For work experience to be considered by PWGSC, the Technical Bid should not simply indicate the title of the individual's position, but should demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of

experience.

- v. **Client Reference Contact Information:** The Bidder is required to obtain client references in accordance with section 4.2 Technical Bid Evaluation- Mandatory Technical Criteria and Point-Rated Technical Criteria. The client references must each confirm the facts identified in the Bidder's bid, as required by Forms 5 and 6- Client Reference Form. If any of the information requested is not provided in the Bidder's submitted Client Reference Form Canada will provide a timeframe by which it must be provided. Failure to provide the requested information within the requested time frame will render the Bidder non-compliant. Wherever information provided by a reference differs from the information supplied by a Bidder, the information supplied by the reference will be evaluated.

3.3 Envelope 2- Financial Bid:

- (a) The Financial Bid should be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- i. ENVELOPE 2 – Financial Bid;
- ii. Solicitation Number; and
- iii. Name of Bidder.

- (b) The Bidder must submit:

- i. One (1) completed original of the Pricing Table- Annex A;
- ii. Bid Security as per section 6.1- Bid Security Requirements; and
- iii. Any required associated documents as applicable.

- (c) Bidders must complete the Pricing Table- Annex A, as per the following:

- i. Bidders must provide all of the pricing information requested in Table 1 inclusively.
- ii. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing table.
- iii. The financial bid must include all prices for the requirement described in the bid solicitation, for the entire Contract period. The identification of all necessary costs related to the Services required to meet the requirements of the bid solicitation and the associated prices of these items is the sole responsibility of the Bidder.
- iv. Bidders must provide pricing in the un-shaded areas of the tables. Bidders must not make changes to the shaded areas of the tables.
- v. Failure to provide all of the required pricing information will result in the Bidder's Bid being declared non-compliant.
- vi. The Bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date.
- vii. The financial evaluation will be conducted using the last row of Table 1.
- viii. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the Work to which that price applies.

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- (d) Prices should only appear in the Financial Bid. Prices in any other section of the bid will not be considered.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Opening of Bids/Evaluation

- (a) There will be no public opening at bid closing time.
- (b) Envelope 1 – Technical Bid: Envelope 1 submittals will be opened first and will be evaluated against the mandatory technical criteria set out elsewhere in the RFP. Bids that fail to meet the mandatory technical criteria will not be further evaluated. Failure to meet all of the mandatory requirements will render the bid non-compliant. Non-compliant bids will be given no further consideration and the Financial Bid envelope will be returned to the Bidder. Technical Bids meeting all mandatory requirements will be further considered.
- (c) Envelope 2 – Financial Bid: Envelope 2 submittals will be opened after the Technical Bid has been deemed compliant. The Financial Bid will be evaluated against the mandatory requirements set out elsewhere in the RFP. Failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. The compliant bid with the highest combined rating of technical merit and price as set out elsewhere in the RFP will be recommended for award of a contract.

4.2 Technical Evaluation- Mandatory Technical Criteria

- (a) Definitions
 - i. **Contractor:** means the person(s) or company responsible to deliver the vision for Canada's Public Presentation in a manner that has a cohesive look and feel and that ensures visuals, messaging and/or interactive elements to support the event within the budget and timelines established.
 - ii. **Completed:** means a project where all the terms and conditions of the contract were met and where a final certificate of completion has been issued or a final invoice paid and where the date on the certificate or payment instrument indicates the date of completion.
 - iii. **Construction Value:** means the final cost of the contract (in Canadian dollars) between client and firm, including all amendments.
 - iv. **Delivered:** means the hand over or completion of goods or services upon completion of a project or upon a phase within a project.
 - v. **Build Project:** means a single source is contracted for the construction of a project and where the approach includes a comprehensive process including planning and construction required to execute and complete the Work.
 - vi. **Fair Organizer:** means the entity, otherwise known as Frankfurt Book Fair, responsible for the preparation, organization, operation and management of the 2020 Frankfurt Book Fair.
 - vii. **Project Coordinator:** means the person responsible for the coordination, delivery and quality of all Work performed by the Contractor, including, but not limited to Time Planning, Scheduling and Control, Estimating and Cost Planning, and Risk Management. The Project Coordinator is also responsible for establishing and maintaining a clear and working communications strategy throughout the project with all stakeholders and must be the prime contact for the Contractor's team and the Project Authority, the Contracting Authority and the Frankfurt Book Fair Organizer. The Project Coordinator must ensure that the licences of their consultants and contractors are valid and active throughout the contractual period.

- viii. **Public Presentation:** means a state-of-the art, high impact, audio visual immersive interactive exhibition that is delivered to visitors in a public space.

(b) Mandatory Technical Criteria:

- i. Each Technical Bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified.
- ii. The mandatory technical criteria are as follows:

M1 Public Presentation Project

Identify one (1) Public Presentation project, in which the Bidder had delivered the project. The Public Presentation project must include the following elements:

- a. The Public Presentation project name;
- b. The location of the Public Presentation project;
- c. Delivered after May 1, 2015;
- d. With a value of at least \$1,000,000.00 (Applicable Taxes excluded) in total value;
- e. A description of the Public Presentation project including the following elements:
 - (i) the total show piece composed of multimedia and/or film presentations;
 - (ii) exhibitions;
 - (iii) artistic installations;
 - (iv) interactive virtual experience;
 - (v) The intended audience/client of the Public Presentation project; and

Should interested Bidders submit more than one (1) project, only the first project will be evaluated. The representative project may have been previously introduced, however Bidders should provide the required information separately and submit complete responses as per the requirements below.

The Bidder must complete and submit Form 5- Client Reference Form for the Representative Project-M1- Public Presentation Project.

4.3 Financial Evaluation

- (a) The Total Bid Amount and Bid Security in accordance with section 6.1 below should be submitted in a second sealed envelope (separate from the Technical Bid). The price envelopes of all compliant bids will be opened on completion of the technical submission evaluation.
- (b) As per the **Pricing Table- Annex A**, the Total Bid Amount identified in Table 1 will be used to establish the Bidder's Bid Price.
- (c) Each Financial Bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Financial Bids that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified.

4.4 Basis of Selection

- (a) To be declared responsive, a bid must:
 - i. Comply with all the requirements of the bid solicitation; and
 - ii. All bids must consist of the Pricing Table duly completed and accompanied by the required Bid Security.
- (b) Bids not meeting the requirements set out in paragraph (a) above will be declared non-compliant. No further consideration in the selection procedure will be given to a Bidder submitting a non-compliant bid.
- (c) The selection will be based on the meeting the mandatory requirement (M1) and lowest cost.

4.5 Estimated Maximum Funding

The estimated maximum funding available for the Contract resulting from the bid solicitation is \$1,500,000 for the build, operation, maintenance and dismantling of the Pavilion (Applicable Taxes extra). This disclosure does not commit Canada to pay the maximum funding available.

4.6 Conduct of Evaluation

- (a) In conducting its evaluation of the bids, Canada may, but will have no obligation, to do the following:
 - i. seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;
 - ii. contact any or all references supplied by Bidders to verify and validate any information submitted by them;
 - iii. request, before award of any contract, specific information with respect to Bidders' legal status;
 - iv. conduct a survey of Bidders' facilities and/or examine their technical, managerial and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
 - v. correct any error in the Total Bid Amount by using unit pricing and; in case of error in the estimated amount of prices, the unit price will govern;
 - vi. verify any information provided by Bidders through independent research, use of any government sources or by contacting third parties; and

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- (b) Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-compliant.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the following required certifications and additional information.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-compliant, 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-compliant.

5.1 Certifications/Information Required with the Technical Bid

Bidders must submit the following as a part of their Technical Bid:

- i. Integrity Provisions- Declaration of Convicted Offences

In accordance with section 2.10 Integrity Provisions-Bid, the Bidder must provide with its bid, a completed *Integrity Declaration Form* declaring Convicted Offences, if any, to be given further consideration in the procurement process.

- ii. Bid Submission Form- Form 1
- iii. Client Reference Form for Representative Project- Forms 5
- iv. Certificate of Independent Bid Determination- Form 4.

5.2 Certifications/Information Required with the Financial Bid

Bidders must submit the following as part of their Financial Bid:

- i. Pricing Table- Annex A; and
- ii. Bid Security as per section 6.1- Bid Security Requirements.

5.3 Additional Certifications Precedent to Contract Award

(a) Bidders must submit the following before award of a contract:

- i. Complete Integrity Provisions- List of Names Form- Form 2
 - A. Bidders who are incorporated, and if the Bidder is a Joint Venture each member of the Joint Venture that is incorporated, must provide a complete list of names of all individuals who are currently directors of the Bidder or the member of the Joint Venture.
 - B. Bidders bidding as sole proprietorship, and if the Bidder is a Joint Venture each member of the Joint Venture that is under sole proprietorship, must provide the name of the owner(s).
 - C. Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

(b) Federal Contractors Program for Employment Equity – Bid Certification

- i. 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).
- ii. Canada will have the right to declare a bid non-compliant 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.
- iii. Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.
- iv. The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see Form 3), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.4 Additional Certifications required after Contract Award

The Contractor must submit the following after Contract award:

- i. Certificate of Insurance- Annex C; and
- ii. Contract Security as per section 7.22 GC9 - Contract Security.

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Bid Security Requirements

- (a) The Bidder must submit Bid Security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than ten (10) percent of the Total Bid Amount. Applicable Taxes must not be included when calculating the amount of any Bid Security that may be required. The maximum amount of Bid Security required with any bid is \$2,000,000.
- (b) A bid bond (form PWGSC-TPSGC 504) must be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
- (c) A security deposit must be an original, properly completed, signed where required and be either
 - i. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - ii. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- (d) For the purposes of subparagraph (c)(i) above:
 - i. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - ii. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph (iii) below, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - iii. An approved financial institution is
 - 1. a corporation or institution that is a member of the Canadian Payments Association (Payments Canada) as defined in the Canadian Payments Act;
 - 2. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - 3. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - 4. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - 5. Canada Post Corporation.

- (e) Bonds referred to in subparagraph (c)(ii) above must be provided on the basis of their market value current at the date of solicitation closing, and must be:
- i. payable to bearer;
 - ii. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - iii. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- (f) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount must be determined in the same manner as a security deposit referred to above.
- (g) An irrevocable standby letter of credit referred to in paragraph (f) above must
- i. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 1. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 2. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 3. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 4. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - ii. state the face amount which may be drawn against it;
 - iii. state its expiry date;
 - iv. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - v. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - vi. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICCUCP, a credit is irrevocable even if there is no indication to that effect; and
 - vii. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- (h) Bid Security will lapse or be returned as soon as practical following
- i. the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - ii. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - iii. the award of contract, for those Bidders submitting the second and third ranked bids; and

- iv. the receipt of Contract Security, for the successful Bidder; or
 - v. the cancellation of the solicitation, for all Bidders.
- (i) Notwithstanding the provisions of paragraph (h) above and provided more than three (3) compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the Bid Security of at least three valid and compliant bids.

6.2 Financial Capability

- (a) Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within twenty-one (21) days of the request or as specified by the Contracting Authority in the notice:
- i. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - ii. If the date of the financial statements in subparagraph (i) above is more than five (5) months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - iii. If the Bidder has not been in business for at least one (1) full fiscal year, the following must be provided:
 - 1. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - 2. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - iv. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - v. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - vi. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- vii. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (b) If the Bidder is a Joint Venture, the financial information required by the Contracting Authority must be provided by each member of the Joint Venture.
- (c) If the Bidder is a subsidiary of another company, then any financial information in subparagraphs (a) (i) to (vii) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
- (d) Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- i. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - ii. the Bidder authorizes the use of the information for this requirement.
- It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
- (e) Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
- (f) Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, section 20(1) (b) and (c).
- (g) Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
- (h) In the event that a bid is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification will be provided to the Bidder.

6.3 Insurance Requirements

- (a) The Bidder must obtain and maintain insurance as specified in Part 7- Resulting Contract Clauses.
- (b) No insurance requirement stipulated in the bid documents should be construed as limiting any insurance required by federal, provincial or municipal law or as may be required under section 7.14 GC1.6, "Indemnification by the Contractor" as amended herein. Neither should it limit any coverage

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which the successful Bidder and other members of the Bidder's Team may consider to be necessary for their own protection or to fulfill their indemnification obligations.

- (c) By virtue of submission of a bid, the Bidder certifies that the Bidder and the other members of the Bidder's Team, as may be applicable, are capable of obtaining, and will obtain and maintain insurance in accordance with the requirements as set out in the bid documents.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Resulting Contract Language

The language of the resulting contract is the language of the bid submitted.

7.2 Requirement

- (a) The Contractor agrees to provide to the Client the, construction, operation, dismantling and disposal services for the Canada Pavilion at Frankfurt Book Fair 2020, in Frankfurt, Germany as described in, and at the prices set out in, the Contract.
- (b) Under the Contract, the "Client" is: Department of Canadian Heritage (Heritage Canada).

7.3 Construction Time

The Contractor must perform the Services and achieve completion of the stages below no later than:

- i. Site Mobilization by no later than 10 days prior to Fair opening (exact date to be determined in 2020);
- ii. Working with the Pavilion Designer, Final Design by January 2, 2020;
- iii. Shell and Core by October 11, 2020;
- iv. Interior Fit-out by October 11, 2020;
- v. Exhibit Installation by October 11, 2020.

7.4 Contract Documents

- (a) The Contractor understands and agrees that, upon acceptance of the offer by Canada a binding Contract will be formed between Canada and the Contractor; and the Contract Documents forming the Contract will be the following:
 - i. the Front Page and these Resulting Contract Documents;
 - ii. Duly completed Pricing Table and any Appendices attached thereto;
 - iii. the Statement of Work;
 - iv. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - v. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid;
 - vi. Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
- (b) The documents identified by title, number and date above are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.
- (c) The documents identified by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <http://buyandsell.gc.ca/policy-> and-

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7.5 Authorities

(a) PWGSC Contracting Authority

The Contracting Authority for the Contract is:

Name: Harold Steele
Title: Team Leader

Public Works and Government Services Canada
Acquisitions Branch, CAAMS, RPCD
140 O'Connor Street
Ottawa, ON
K1A0S5

Telephone: 819-775-7707
E-mail address: Harold.Steele@tpsgc-pwgsc.gc.ca

(b) Departmental Representative (Project Authority)

The Departmental Representative (Project Authority) for the Contract is:

[to be completed before contract award]

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:

(c) Contractor's Representative

The Contractor's Representative is:

[to be completed before contract award]

Name:
Title:
Telephone:
Facsimile:
E-mail address:

7.6 Governing Law

This Agreement is governed by the laws in force in the province of Ontario, including the laws of Canada applicable therein.

Note to Bidders: *Either section 7.7 or 7.8, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.7 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.8 Foreign Nationals (Foreign Contractor)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.9 Replacement of Specific Individuals

- (a) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- (b) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with the same level of qualifications and experience as the individual who is being replaced. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - i. the name, qualifications and experience of the proposed replacement; and
 - ii. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- (c) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative (DR) may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with paragraph (b). The fact that the DR does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.10 Certification of Language

- (a) The Contractor must have the capacity to communicate orally and in writing in English or French as required by Canada.

- (b) The Contractor must be able to communicate in a language that facilitates the Work in the region.
- (c) The Contractor must meet any additional language requirements as detailed in Annex B- Statement of Work, article C 7.0.

7.11 Federal Contractors Program for Employment Equity - Default by 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.

7.12 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 web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.13 Certifications and Additional Information

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.

7.14 GC1 General Provisions

GC1.1 Interpretation

The following is an interpretation of heading and references.

GC1.1.1 Headings and References

1. The headings in the Contract Documents form no part of the Contract but are inserted for convenience of reference only.
2. A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
3. A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

GC1.1.2 Terminology

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Bid"

means the bid submitted by the Bidder in response to a Request for Proposal;

"Canada", "Crown", "Her Majesty" or the "Government"

means Her Majesty the Queen in right of Canada;

"Canada Pavilion"

means a temporary structure and site development on an Frankfurt Book Fair plot for Canada to support its Public Presentation/exhibition and the functions that permit hosting of VIP guests;

"Construction Services"

means the performing or furnishing of all labour, Plant, Material, and other means of construction and dismantling, other than Facility and Maintenance Services, in accordance with the provisions of the Contract;

"Construction Cost Estimate"

means an anticipated amount for which a Contractor would perform the Construction Services of the Project;

"Construction Cost Limit"

means that portion of the total amount of Project funds which must not be exceeded on Construction Services of the Project;

"Contract"

means the Contract Documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Contract Amount"

means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract, exclusive of Applicable Taxes;

"Contract Security"

means any security given by the Contractor to Canada in accordance with the Contract;

"Contractor"

means the person or entity contracting with Canada to provide or furnish all labour, Material and Plant for the execution of the Work, and includes the Contractor's superintendent as designated in writing to Canada;

"Cost Plan"

means the allocation of proposed costs among the various elements of the Project, as described in the Project Brief or Statement of Work;

"Certificate of Completion"

means a certificate issued by Canada when the Work reaches Completion;

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"Certificate of Measurement"

means a certificate issued by Canada certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Substantial Performance"

means a certificate issued by Canada when the Work reaches Substantial Performance;

"Days"

means continuous calendar days, including weekends and statutory public holidays;

"Departmental Representative"

means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor;

"Facility Maintenance Services"

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, replacement of flooring, lighting or plumbing fixtures, painting and other minor works;

"Fixed Price Arrangement"

means that part of the Contract that prescribes a lump sum as payment for performance of the work to which it relates;

"herein", "hereby", "hereof", "hereunder"

and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Lump Sum Arrangement"

means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

"Material"

includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"Person"

also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, Joint Venture, consortium or corporation;

"Plant"

includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade, that are necessary for the Construction Services of the Work;

"Project"

means the total Construction Services and Public Presentation/exhibition elements for which the Contractor is responsible for the Completion of the Work;

"Project Brief" or "Statement of Work"

means Appendix B

"Project Schedule"

means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

"Public Presentation"

means a state-of-the art, high impact, audio visual immersive interactive exhibition that is delivered to visitors in a public space;

"Request for Proposal"

means the documentation issued by Canada requesting the submission of bids and detailing the Project Requirements;

"Services"

means the services provided by the Contractor and the services required by the Project, as set forth in the Contract, which includes, for clarity, Construction Services and Facility Maintenance Services;

"Shop Drawings"

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, product data, and other data which the Contractor provides to illustrate details of portions of the Work;

"Subcontractor"

means a person or entity, other than the Designer, having a direct contract with the Contractor, subject to GC3.6 "Subcontracting", to perform a part or parts of the Work, or to supply Material worked to a special design for the Work;

"Superintendent"

means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6, "Superintendent";

"Supplier"

means a person or entity having a direct contract with the Contractor to supply Plant or Material not worked to a special design for the Work;

"Sustainable Development"

means, in broad terms, a strategy that routinely and consistently includes the consideration of the environmental, economic and societal impact of every decision made for the project;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Amount, or the revised Contract Amount, or the amount that would increase or decrease the Contract Amount and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Unit Price Arrangement"

means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

"Unit Price Table"

means the table of prices per unit set out in the Contract; and

"Work"

means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to complete the Services required under the Contract in accordance with the Contract Documents.

GC1.1.3 Application of Certain Provisions

1. Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement applies.
2. Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

GC1.1.4 Substantial Performance of Construction Services

1. Construction Services will be considered to have reached Substantial Performance when:
 - a) For construction of the Canada Pavilion:
 - i. The Construction Services for, or associated with the construction of the Canada Pavilion, or a substantial part thereof has passed inspection and testing and is, in the opinion of Canada, ready for use by Canada or is being used for the intended purposes; and
 - ii. the Construction Services related to, or associated with the construction of the Canada Pavilion is, in the opinion of Canada, capable of Completion or correction at a cost of not more than

1. 3 percent of the first \$500,000;
2. 2 percent of the next \$500,000; and
3. 1 percent of the balance

of the Subtotal of Site, Pavilion Construction and Public Presentation at Annex A- Pricing Table, Table 1 at the time this cost is calculated.

b) For the dismantling and demolition of the Canada Pavilion:

- i. When the Construction Services for, related to, or associated with the dismantling and demolition of the Canada Pavilion, or a substantial part thereof has been completed to the satisfaction of Canada; and
- ii. the Construction Services related to, or associated with the dismantling and demolition of the pavilion building is, in the opinion of Canada, capable of Completion or correction at a cost of not more than
 1. 3 percent of the first \$500,000;
 2. 2 percent of the next \$500,000; and
 3. 1 percent of the balance

of the Contract Amount for Stage 7 Services at Annex A- Pricing Table at the time this cost is calculated.

For clarity the Construction Services for, or associated with the dismantling and demolition of the pavilion building includes, without limitation, the restoration of the building site, shipping of Canada's assets and disposal of building components.

GC1.1.5 Completion

1. The Construction Services will be deemed to have reached Completion when:

a) For the construction of the Canada Pavilion

- i. all labour, Plant and Material required for the construction of the Canada Pavilion have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

b) For the dismantling and demolition of the Canada Pavilion:

- i. all labour, Plant and Material required for the dismantling and demolition of the pavilion building have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of Canada.

For clarity the Construction Services for, related to, or associated with the dismantling and demolition of the pavilion building includes, without limitation, the restoration of the building site and the shipping and disposal of building components.

GC1.2 Contract Documents

The following discusses Contract Documents:

GC1.2.1 General

1. The Contract Documents are complementary, and what is required by any one will be as binding as if required by all.
2. References in the Contract Documents to the singular will be considered to include the plural as the context requires.
3. Nothing contained in the Contract Documents will create a contractual relationship between Canada and any Subcontractor, Sub-Consultant or Supplier, their subcontractors or suppliers, or their agents or employees.

GC1.2.2 Order of Precedence

In the event of any discrepancy or conflict in the contents of the following documents, such documents will take precedence and govern in the following order:

- a) any amendment or variation of the Contract Documents that is made in accordance with the General Conditions;
- b) any amendment issued prior to tender closing;
- c) the Resulting Contract Clauses;
- d) Annex A- Pricing Table;
- e) Annex B- Statement of Work (SOW);
- f) Annex C- Certificate of Insurance;
- g) Annex D- Thematic Document;
- h) the Contractor's bid not including any additional terms and conditions that may be included in the bid or by reference.

Later dates will govern within each of the above categories of documents.

GC1.2.3 Security and Protection of Documents and Work

1. The Contractor must guard and protect contract documents, drawings, information, models and copies thereof, whether supplied by Canada or the Contractor, against loss or damage from any cause.

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2. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, and all information developed by the Contractor as part of the Work, and must not disclose any such information to any person without the written permission of Canada, except that the Contractor may disclose to a Subcontractor or Sub-Consultant, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
 - a) is publicly available from a source other than the Contractor; or
 - b) is or becomes known to the Contractor from a source other than Canada, except any source that is known to the Contractor to be under an obligation to Canada not to disclose the information.
 3. When the Contract, the Work, or any information referred to in paragraph 2) above is identified as top secret, secret, confidential, or protected by Canada, the Contractor must, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by Canada.
 4. Without limiting the generality of paragraphs 2) and 3) above, when the Contract, the Work, or any information referred to in paragraph 2) above is identified as top secret, secret, confidential, or protected by Canada, Canada will be entitled to inspect the Contractor's premises and the premises of its Subcontractors, Sub-Consultants or Suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor must comply with, and ensure that any such Subcontractors, Sub-Consultants or Suppliers comply with all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor and its Subcontractors, Sub-Consultants and Suppliers and any other person at any tier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
 5. The Contractor must safeguard the Work and the Contract, the Construction Documents and any other information provided by Canada to the Contractor, and will be liable to Canada for any loss or damage from any causes.

GC1.2.4 Ownership and Re-use of Documents and Models

1. The Contractor must provide all Services and Materials required to complete the Project successfully, including all necessary rights and documented proof thereof (releases), to all materials/content contained in the audiovisual, film and/or multimedia elements and supplied by the Contractor, including copyright and recording clearances, for stock and/or original scores, stock shots, performers and narrators, etc. for the following uses:

Exhibition of the Public Presentation elements, equipment and components by any medium in existence or to be invented, including necessary transfers and duplication by means of:

- i. Utilization: non-commercial television (including, but not limited to, broadcast television, ETV, CATV, CCTV, and pay TV); theatrical; non-theatrical (including, but not limited to, in-flight, institutional, and home video use) by sale, rental and loan of copies in any medium and any format (including, but not limited to, CD-ROM, or any other digital or analog medium in existence or to be invented).
- ii. Territories: Canada and the World.
- iii. Duration: 7 years.

2. The Public Presentation at the Canada Pavilion at Frankfurt Book Fair 2020 will be designed and built with a consideration for re-using as many of the main components as possible. Consideration of re-use should not compromise the creativity and innovation of the design proposal.

GC1.2.5 Standard of Care

The Contractor must perform the Work described herein, in accordance with the terms and conditions of the Contract. In performing the Work, the Contractor must provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of similar services at the time what and at the location which the Work is provided.

GC1.3 Status of the Contractor

1. The Contractor is engaged under the Contract as an independent contractor. Nothing in the Contract is intended to create a partnership, a Joint Venture or an agency between Canada and the other party or parties.
2. The Contractor, its Subcontractors and Suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of Canada.
3. For the purposes of the contract the Contractor will be solely responsible for any and all payments and deductions required to be made by all applicable laws including those required for pension plans, employment insurance, worker's compensation, health or insurance plans, and tax(es), whether due under Canadian federal or provincial law or under foreign law.

GC1.4 Rights and Remedies

Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder will be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

GC1.5 Time of the Essence

Time is of the essence of the Contract.

GC1.6 Indemnification by the Contractor

1. The Contractor must pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, must defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
2. The Contractor must indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its Subcontractors and Suppliers and any other person at any tier, in performing the Work.
3. For the purposes of paragraph 2) above, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

GC1.7 Indemnification by Canada

Subject to the [Crown Liability and Proceedings Act](#), the [Patent Act](#), and any other law that affects Canada's rights, powers, privileges or obligations, Canada will indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the Contractor's activities under the Contract that are directly attributable to

- a) a lack of or a defect in Canada's title to the Work site if owned by Canada, whether real or alleged; or
- b) an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by Canada to the Contractor.

GC1.8 Laws, By-Laws, Permits, Licenses, Codes, Inspections and Taxes

1. The Contractor must comply with all laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and must require compliance therewith by all of its Subcontractors and Suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor must furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
2. Unless stipulated otherwise in the Contract, the Contractor must obtain, maintain and pay for all costs of all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work. The Contractor must provide a copy of all official approvals and documents to the Departmental Representative.
3. The Contractor must ensure that all building modifications and designs are in accordance with applicable codes for Frankfurt and Canada, whichever are more stringent, taking into account the prerequisites set out in the Frankfurt Book Fair 2020 Guidelines and Regulations and in the Participant's manual.
4. Notwithstanding the residency of the Contractor, the Contractor must pay any applicable tax arising from or related to the performance of the Work under the Contract.
5. For the purpose of the payment of any Applicable Taxes or the furnishing of security for the payment of any Applicable Taxes arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of Canada after the time of purchase in accordance with GC3.9, "Material, Plant and Real Property Become Property of Canada", the Contractor will be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any Applicable Taxes payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.
6. Federal government departments and agencies are required to pay Applicable Taxes.
7. Applicable Taxes will be paid by Canada as provided in the invoice submission. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
8. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary

taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

9. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Amount, the Contract Amount will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Amount if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
10. Tax Withholding of Fifteen (15) Percent – Canada Revenue Agency
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada will withhold fifteen (15) percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

GC1.9 Workers' Compensation

1. Prior to commencement of the Work, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor must comply with any workers' compensation legislation applicable to the Construction Services, including payments due thereunder.
2. At any time during the term of the Contract, when requested by Canada, the Contractor must provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

GC1.10 National Security

1. If Canada determines that the Work is of a class or kind that involves national security, Canada may order the Contractor to
 - a) provide Canada with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract unless prohibited by law;
 - b) remove any person from the Project and the site of the Work if that person cannot meet the prescribed security requirements or, in the opinion of Canada, that person may be a risk to the national security; and
 - c) retain the Project Technical Documentation while in the Contractor's possession in a manner specified by the Departmental Representative;

and the Contractor must comply with the order.

2. In all contracts with persons who are to be employed in the performance of the Contract, the Contractor must make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) above.
3. Notwithstanding the provisions of GC1.24, "Rights to Intellectual Property" and GC1.25, "Intellectual Property Infringement and Royalties", if the Project is of a class or kind that involves national or departmental security, the Contractor must not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of the Departmental Representative.

GC1.11 Unsuitable Workers

Canada will instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of Canada, is incompetent or is guilty of improper conduct, and the Contractor must not permit a person who has been removed to return to the site of the Work.

GC1.12 Public Ceremonies and Signs

1. The Contractor must not permit any public ceremony in connection with the Work without the prior consent of Canada.
2. The Contractor must not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of Canada.

GC1.13 Conflict of Interest

1. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Work, and should such an interest be acquired during the life of the Contract, the Contractor must declare it immediately to the Departmental Representative.
2. The Contractor must not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
3. It is a term of the Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, must derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.
4. The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

GC1.14 Agreements and Amendments

1. The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
2. The failure of either party at any time to require performance by the other party of any provision hereof will not affect the right thereafter to enforce such provision. Nor will the waiver by either party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.
3. The Contract may be amended only as provided for in the Contract.

GC1.15 Succession

The Contract will inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16, "Assignment", permitted assigns.

GC1.16 Assignment

1. The Contractor must not make any assignment of the Contract, either in whole or in part, without the prior written consent of Canada.
2. An assignment of the Contract without such consent will not relieve the Contractor or the assignee from any obligation under the Contract, or impose any liability upon Canada.

GC1.17 No Bribe

The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC1.18 Certification—Contingency Fees

1. In this clause
 - a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
 - b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
 - c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), R.S. 1985, c. 44 (4th Supplement) as the same may be amended from time to time.
2. The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it will not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
3. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract will be subject to the accounts and audit provisions of the Contract.
4. If the Contractor certifies falsely under this section or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

GC1.19 International Sanctions

1. Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. It is a condition of the Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

3. By law, the Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with GC7.3, "Termination of Contract".

GC1.20 Integrity Provisions: Contract

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

GC1.21 Code of Conduct for Procurement: Contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

GC1.22 Performance Evaluation: Contract

1. The performance of the Contractor during and upon completion of the services will be evaluated by Canada. The evaluation includes all or some of the following criteria:
 - a) quality of results
 - b) quality of workmanship
 - c) time
 - d) management
 - e) cost
 - f) health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
 - a) unacceptable: 0 to 5 points
 - b) not satisfactory: 6 to 10 points
 - c) satisfactory: 11 to 16 points
 - d) superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
 - a) For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
 - b) For an overall rating of between 51% and 84%, a standard "meets expectations", letter is sent to the Contractor.
 - c) For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two years from the date of the letter, they receive 50% or less

on another evaluation, the Contractor may be suspended from any new Public Works and Government Services Canada (PWGSC) solicitations for construction services, architectural and engineering services or Facility Maintenance Services, of real property projects, for a period of one year.

- d) For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the Contractor is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or Facility Maintenance Services, of real property projects, for a period of one year from the date of the letter.
- e) When general average is between 30% and 50% and one of the ratings is of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the Contractor is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or Facility Maintenance Services, of real property projects, for a period of one year from the date of the letter.

The forms PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF) and PWGSC-TPSGC 2913-1, Select - Consultant Performance Evaluation Report (CPERF), are used to record the performance.

GC1.23 Joint and Several Liability

If at any time there is more than one legal entity constituting the Contractor, their covenants under the Contract will be considered to be joint and several and apply to each and every entity. If the Contractor is or becomes a partnership or Joint Venture, each legal entity who is a member or becomes a member of the partnership or Joint Venture or its successors is and continues to be jointly and severally liable for the performance of the Work and all the covenants of the Contractor pursuant to the Contract, whether or not that entity ceases to be a member of the partnership, Joint Venture or its successor.

GC1.24 Intellectual Property Infringement and Royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that party agrees to notify the other party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S., 1985, c. J-2, the Attorney General of Canada will have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

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- b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
 - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c) take back the Work and refund any part of the Contract Amount that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

7.15 GC2 Administration of the Contract

GC2.1 Departmental Representative's Authority

1. "Project Authority" will be recognized as the Departmental Representative and designated at time of award of contract.
2. The Departmental Representative will be the representative of Canada during performance of the Work until the completion of any correction of defects as provided for in the Contract. Instructions and directions to the Contractor, including instructions and directions from Canada, will be issued by the Departmental Representative. The Departmental Representative has authority to act on behalf of Canada only to the extent provided in the Contract.

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3. If the Contractor fails to comply with any instruction or direction issued by the Departmental Representative pursuant to the Contract, the Departmental Representative may employ such methods as the Departmental Representative deems advisable to do what the Contractor failed to do, and the Contractor must, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damage incurred or sustained by Canada by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by the Departmental Representative in doing what the Contractor failed to do.
 4. The Departmental Representative will review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of work completed. The Departmental Representative will measure and record the quantities of labour, Plant and Material performed, used and supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, will inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
 5. The Departmental Representative will determine the amounts owing to the Contractor under the Contract and will issue documentation required for payment as provided for in the Contract.
 6. The Departmental Representative will be, in the first instance, the interpreter of the Contract and the judge of the performance hereunder by the Contractor. Interpretations and findings of the Departmental Representative will be consistent with the intent of the Contract, and the Departmental Representative will be impartial in making these interpretations and findings. The Contractor must perform the Work in accordance with any findings of the Departmental Representative and any consequential instructions given by the Departmental Representative.
 7. The Departmental Representative will with reasonable promptness review and respond to submissions made by the Contractor in accordance with the requirements of the Contract.
 8. The Departmental Representative may, by notice in writing, order changes to the Work in accordance with the Contract. No other changes in the Work may be made except by agreement in writing executed by Canada and the Contractor.
 9. If, at any time before issuing a Certificate of Completion, the Departmental Representative is satisfied that the Work has reached Substantial Completion, the Departmental Representative will issue a Certificate of Substantial Performance to the Contractor.
 10. Notwithstanding any inspections made by the Departmental Representative, or the issuance of any certificates or the making of any payment by Canada, the failure of the Departmental Representative to reject any defective work or Material will not constitute acceptance of the defective work or Material.
 11. The Departmental Representative has no authority to authorize changes to the Contract terms and conditions of the Contract.

GC2.2 Contracting Authority

1. "Contracting Authority" is recognized as the authority delegated by the Minister of PWGSC to enter into contracts, amend the contracts and is responsible for all matters concerning and interpretation of the terms and conditions of the Contract.
2. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract terms and conditions must be authorized in writing by the Contracting Authority.

GC2.3 Notices

1. Subject to paragraph 3) below, any notice, order or other communication may be given in any manner, and if required to be in writing, must be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.

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2. Any notice, order or other communication given in writing in accordance with paragraph 1) above will be deemed to have been received by either party
 - a) if delivered personally, on the day that it was delivered;
 - b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed;
 - c) if forwarded by facsimile or electronic mail, twenty-four (24) hours after it was transmitted; and
 - d) if forwarded by registered mail, on the day the postal receipt is acknowledged by the other party.
 3. A notice given under GC7.1, "Taking the Work out of the Contractor's Hands", GC7.2, "Suspension of Work by Canada" and GC7.3, "Termination of Contract", must be given in writing and, if delivered personally, must be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

GC2. Site Meetings

In consultation with Canada, the Contractor must arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

GC2.5 Review and Inspection of Work

1. The Contractor must provide Canada with a copy of all Construction Documents when required for review purposes, and must provide Canada with access to the Work and its site at all times, and at all times must provide sufficient, safe, and proper facilities for the review of the Work by Canada and the inspection of the Work by authorized agencies. If parts of the Work are in preparation at locations other than the place of the Work, Canada must be given access to such work whenever it is in progress.
2. Canada may order any portion or portions of the Work to be examined to confirm that such work is in accordance with the requirements of the Contract. If such Work is not in accordance with the requirements of the Contract, the Contractor must correct the Work and must pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having the examination performed.
3. The Contractor must provide Canada with access to the Work and its site at all times, and at all times must provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by Canada and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, Canada must be given access to such Work whenever it is in progress.
4. The Contractor must furnish Canada with such information respecting the performance of the Contract as Canada may require, and render every possible assistance to enable Canada to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
5. If Work is designated for tests, inspections, or approvals in the Contract or by Canada's instructions, or by laws or ordinances of the place of the Work, the Contractor must give Canada reasonable notice of when such Work will be ready for review and inspection. The Contractor must arrange for and must give Canada reasonable notice of the date and time of inspections, tests or approvals by other authorities.
6. If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor must, if so directed by Canada, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

GC2.6 Superintendent

1. Prior to commencing the Construction Services, the Contractor must designate a Superintendent and must notify Canada of the name, address and telephone number of this person. For the duration of the Construction Services, and until the Work has reached Completion, the Contractor must keep the Superintendent at the Work site during working hours.
2. The Superintendent must be in full charge of the operations of the Contractor in the Construction Services and must be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
3. Upon request of Canada, the Contractor must remove any Superintendent who, in the opinion of Canada, is incompetent or has been guilty of improper conduct, and must forthwith designate another Superintendent who is acceptable to Canada.
4. The Contractor must not substitute a Superintendent without the written consent of Canada. If a Superintendent is substituted without such consent, Canada will be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to Canada has been substituted.

GC2.7 Non-discrimination in Hiring and Employment of Labour

1. For the purposes of this clause, "persons" include the Contractor, its Subcontractors, Sub-Consultants and Suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
2. Without restricting the provisions of paragraph 3) of GC2.6, "Superintendent", the Contractor must not refuse to employ and must not discriminate in any manner against any person because
 - a) of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
 - b) of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person; or
 - c) a complaint has been made or information has been given in respect of that person relating to an alleged failure by the Contractor to comply with subparagraph (a) or (b).
3. Within four (4) days immediately following receipt of a written complaint pursuant to paragraph 2) above, the Contractor must
 - a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
 - b) forward a copy of the complaint to Canada by registered mail or courier service.
4. Within twenty-four (24) hours immediately following receipt of a direction from Canada to do so, the Contractor must cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom Canada believes to be in breach of the provisions of paragraph 2) above.
5. No later than thirty (30) days after receipt of the direction referred to in paragraph 4) above, the Contractor must cause the necessary action to be commenced to remedy the breach described in the direction.

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6. If a direction is issued pursuant to paragraph 4) above, Canada may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.10, "Right of Setoff", whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) below.
 7. If the Contractor fails to proceed in accordance with paragraph 5) above, Canada will take the necessary action to have the breach remedied, and will determine all supplementary costs incurred by Canada as a result.
 8. Canada may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of
 - a) a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S. 1985, c. 17 (2nd Supp.);
 - b) a written award issued pursuant to the *Canadian Human Rights Act*, R.S. 1985, c. H-6;
 - c) a written award issued pursuant to provincial or territorial human rights legislation; or
 - d) a judgement issued by a court of competent jurisdiction.
 9. If Canada is of the opinion that the Contractor has breached any of the provisions of this clause, Canada may take the Work out of the Contractor's hands pursuant to GC7.1, "Taking the Work out of the Contractor's Hands".
 10. Subject to paragraph 7) of GC3.6, "Subcontracting", the Contractor will ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

GC2.8 Time and Records to be kept by the Contractor

1. Time charged and the accuracy of the Contractor's time recording system may be verified by the Departmental Representative before or after payment is made to the Contractor under the terms and conditions of the Contract.
2. The Contractor must, in addition to the requirements expressed in paragraph 6) of GC3.4, "Execution of the Work", keep accurate time records and maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and must make them available on request to audit and inspection by Canada and the Deputy Receiver General for Canada or by persons designated to act on behalf of either or both of them.
3. The Contractor must allow any of the persons referred to in paragraph 2) above to make copies of and take extracts from any of the records and material, and must furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
4. The Contractor must afford facilities for audit and inspection upon request and must provide the Departmental Representative with such information as may be required from time to time with reference to the documents referred to in paragraph 2) above.
5. The Contractor must maintain and keep the records intact until the expiration of six (6) years after Completion of the Work or until the expiration of such other period of time as Canada may direct.
6. If the verification is done after payment by Canada, the Contractor agrees to repay any overpayment immediately upon demand.
7. The Contractor must cause all Subcontractors and Sub-Consultants at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly

having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

GC2.9 Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees, Subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken

7.16 GC3 Execution and Control of the Work

GC3.1 Progress Schedule

The Contractor must:

- a) prepare and submit in a timely manner to Canada, for approval, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract which provides sufficient detail of the critical events and their inter-relationship to demonstrate that the Construction Services and other services will be performed in conformity with the schedule.
- b) monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the Contract Documents;
- c) advise Canada of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by Canada; and
- d) prepare and submit to Canada, at the time of issuance of a Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to Canada for the completion of any unfinished Work and the correction of all listed defects.

GC3.2 Project Design and Construction Contract Integration

1. The successful bidder shall indemnify and save harmless Canada, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Design Consultant, its employees and agents, in the performance of the services under the contract that may result.
2. The Design Consultant's liability to indemnify or reimburse Canada under the contract shall not affect or prejudice Canada from exercising any other rights under the law.

GC3.3 Construction Safety

1. Subject to GC3.7, "Construction by Other Contractors or Workers", the Contractor will be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor must either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
2. Prior to the commencement of the Construction Services, the Contractor must notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and must provide such authority with whatever additional information may be required by that authority.

GC3.4 Execution of the Work

1. The Contractor must provide or furnish, and pay for, Construction Services, Facility Maintenance Services, labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
2. The Contractor must, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with Canadian and International industry standards and in accordance with the progress schedule prepared pursuant to GC3.1, "Progress Schedule", and must provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
3. Subject to paragraph 4) below, the Contractor must have complete care, custody and control of the Work and must direct and supervise the Work so as to ensure compliance with the Contract. The Contractor will be responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the Work.
4. When requested in writing by Canada, the Contractor must make appropriate alterations in the method, Plant or workforce at any time Canada considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
5. The Contractor will have sole responsibility for the erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor must engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
6. The Contractor must keep at least one copy of current Contract Documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to Canada.
7. Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor must confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the Contract Documents.

GC3.5 Material

1. Unless otherwise specified in the Contract, all Material incorporated in the Construction of the Work must be new.
2. Subject to paragraph 3) below, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor must apply to Canada to substitute a similar item for the one specified.

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3. If Canada agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, Canada may approve the substitution, subject to the following:
- a) the request for substitution must be made in writing to Canada and must be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by Canada;
 - b) the Contractor must make the request for substitution in a manner that must not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;
 - c) substitution of Material will be permitted only with the prior written approval of Canada, and any substituted items that are supplied or installed without such approval must be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to Canada; and
 - d) the Contractor will be responsible for all additional expenses incurred by Canada, the Contractor, its subcontractors and suppliers at any tier due to the Contractor's use of the substitute.

GC3.6 Subcontracting

- 1. Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
- 2. The Contractor must notify Canada in writing of the Contractor's intention to subcontract.
- 3. A notification referred to in paragraph 2) above must identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract. On request, the Contractor must provide the details of the terms of the subcontract and the qualifications and names of the personnel of the Subcontractor proposed to be employed on the Project.
- 4. Canada may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by Canada of a notification referred to in paragraph 2) above.
- 5. If Canada objects to a subcontracting, the Contractor must not enter into the intended subcontract.
- 6. The Contractor must not change, nor permit to be changed, the Designer, a Subcontractor engaged by the Contractor, or a person or entity named in the Contractor's Bid and accepted by Canada as part of the Contractor's Bid, without the written consent of Canada.
- 7. The Contractor must ensure that all the terms and conditions of the Contract that are of general application are incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
- 8. Neither a subcontracting nor Canada's consent to a subcontracting must be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

GC3.7 Construction by Other Contractors or Workers

- 1. Canada reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
- 2. When other contractors or workers are sent on to the site of the Work, Canada will:
 - a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
 - b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the

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- insurance coverage of the Contractor as it affects the Work; and
- c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
3. When other contractors or workers are sent on to the site of the Work, the Contractor must
- a) co-operate with them in the carrying out of their duties and obligations;
 - b) co-ordinate and schedule the Work with the work of the other contractors and workers;
 - c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
 - d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to Canada in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report will invalidate any claims against Canada by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
 - e) when designated as being responsible for construction safety at the place of work in accordance with the applicable laws, carry out its duties in that role and in accordance with those laws.
4. If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor
- a) incurs extra expense in complying with the requirements of paragraph 3) above; and
 - b) gives Canada written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

Canada will pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.2, "Determination of Price for Construction Services".

5. Despite the foregoing, it is understood and agreed that the Contractor must comply with all applicable health and safety legislation, and must perform or have performed, in addition to any other obligations it may have under the application of legislation, all of the obligations set out in legislation applicable to the Work. It is further understood and agreed that for the purposes of health and safety legislation the Contractor will be deemed to fully control, coordinate, oversee and be responsible for all other contractors.
6. If the Contractor has caused damage, delay, impact, or interference to the work of other contractors, the Contractor agrees on due notice to settle with the other contractors in accordance with paragraph 7) of GC5.9, "Claims and Obligations". If one or more of the other contractors makes a claim against Canada on account of damage, delay, impact, or interference alleged to have been so sustained, Canada will notify the Contractor and may require the Contractor to defend the action at the Contractor's expense and not as a Cost of the Work and without an adjustment in the Contract Fee. The Contractor must satisfy a final order or judgment against Canada and pay the costs incurred by Canada arising from such action and not as a Cost of the Work and without an adjustment in the Contract Fee.

GC3.8 Labour

The Contractor must maintain good order and discipline among the Contractor's employees and workers engaged in the Work and must not employ anyone not skilled in the tasks assigned.

GC3.9 Material, Plant and Real Property Become Property of Canada

1. Subject to paragraph 4) of GC1.8, "Laws, By-Laws, Permits, Licenses, Codes, Inspections and Taxes", all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work will, immediately after the time of their purchase, use or consumption be the property of Canada for the purposes of the Work and they will continue to be the property of Canada
 - a) in the case of Material, until Canada indicates that the Materials will not be required for the Work; and
 - b) in the case of Plant, real property, licences, powers and privileges, until Canada indicates that the interest vested in Canada therein is no longer required for the purposes of the Work.
2. Material or Plant, that is the property of Canada by virtue of paragraph 1) above, must not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of Canada.
3. Canada is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) above, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of Canada.

GC3.10 Defective Work

1. The Contractor must promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
2. The Contractor, at the Contractor's expense, must promptly make good other work destroyed or damaged by such removals or replacements.
3. If, in the opinion of Canada, it is not expedient to correct defective Work or Work not performed as provided for in the Contract Documents, Canada may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract Documents.
4. The failure of Canada to reject any defective Work or Material will not constitute acceptance of the defective Work or Material.

GC3.11 Use of the Work and Cleanup of Site

1. The Contractor will be responsible for analyzing conditions at the site of the Work and selecting the appropriate construction solution for the successful completion of the Work.
2. Except for any part of the Work which is necessarily performed away or off the site of the Work, the Contractor must confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the Contract.
3. The Contractor must not load or permit to be loaded any part of the Work or its site with a weight or force that will endanger the safety of the Work.
4. The Contractor must maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
5. Before the issue of a Certificate of Substantial Performance, the Contractor must remove waste

material and debris, and all Plant and Material not required for the performance of the remaining Workand, unless otherwise stipulated in the Contract Documents, must cause the Work and its site to be clean and suitable for occupancy by Canada.

6. Before the issue of a Certificate of Completion, the Contractor must remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
7. The Contractor's obligations described in paragraphs 4) to 6) above do not extend to waste products and other debris caused by Canada's servants, or by other contractors and workers referred to in GC3.7, "Construction by Other Contractors or Workers".

GC3.12 Warranty and Rectification of Defects in Work

1. Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor must, at the Contractor's expense
 - a) rectify and make good any defect or fault that appears in the Work or comes to the attention of Canada with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within seven (7) months from the date of Substantial Performance; and
 - b) rectify and make good any defect or fault that appears in or comes to the attention of Canada in connection with those parts of the Work described in the Certificate of Substantial Performance within six (6) months from the date of the Certificate of Completion.
2. Canada may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) above or covered by any other expressed or implied warranty or guarantee and the Contractor must rectify and make good such defect within the time stipulated in the direction.
3. A direction referred to in paragraph 2) above must be in writing and must be given to the Contractor in accordance with GC2.3, "Notices".

7.17 GC4 Protective Measures

GC4.1 Protection of Work and Property

1. The Contractor must protect the Work and its site against loss or damage from any cause and must similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by Canada to the Contractor.
2. The Contractor must provide all facilities necessary for the purpose of maintaining security, and must assist any person authorized by Canada to inspect or to take security measures in respect of the Work and its site.
3. Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) above, and the Contractor must comply with such direction.

GC4.2 Precautions Against Damage, Infringement of Rights, Fire and Other Hazards

1. The Contractor must do whatever is necessary to ensure that
 - a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
 - b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;

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- c) fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;
 - d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
 - e) adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
 - f) adequate sanitation measures are taken in respect of the Work and its site; and
 - g) all stakes, buoys and marks placed on the Work or its site by Canada are protected and are not removed, defaced, altered nor destroyed.
2. Canada may direct the Contractor to do such things and to perform such work as Canada considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) above, and the Contractor must comply with the direction of Canada.
3. All things done and work performed in accordance with paragraphs 1) and 2) above must be done and performed at the Contractor's expense.

GC4.3 Material, Plant and Real Property Supplied by Canada

- 1. Subject to paragraph 2) below, the Contractor is liable to Canada for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by Canada for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 2. The Contractor is not liable to Canada for any loss or damage to Material, Plant or real property referred to in paragraph 1) above if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 3. Notwithstanding paragraphs 1) and 2) above, all Material and Plant becomes the property of the Contractor once the Certificate of Substantial Performance is issued.
- 4. When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) above within a reasonable time, Canada may cause the loss or damage to be made good at the Contractor's expense, and the Contractor will thereupon be liable to Canada for the cost thereof and must, on demand, pay to Canada an amount equal to that cost.
- 5. The Contractor must keep records of all Material, Plant and real property supplied by Canada as Canada requires and must satisfy Canada, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

GC4.4 Contaminated Site Conditions

- 1. For the purposes of this clause, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
- 2. If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor must
 - a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - b) immediately notify Canada of the circumstances in writing; and

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- c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
3. Upon receipt of a notification from the Contractor, Canada must promptly determine whether a contaminated site condition exists, and must notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.
 4. If the Contractor's services are required by Canada, the Contractor must follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.
 5. Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor must allow them access and co-operate with them in the carrying out of their duties and obligations.
 6. Except as may be otherwise provided for in the Contract, the provisions of GC6.2, "Determination of Price for Construction Services", will apply to any additional work made necessary because of a contaminated site condition.

7.18 GC5 Terms of Payment

GC5.1 Interpretation

In these Terms of Payment

1. The "payment period" means a period of thirty (30) consecutive days or such other longer period as may be agreed between the Contractor and Canada.
2. An amount is "due and payable" when it is due and payable by Canada to the Contractor according to GC5.4, "Progress Payment", GC5.5, "Substantial Performance of the Work", or GC5.6, "Final Completion".
3. An amount is "overdue" when it remains unpaid on the first day following the day upon which it is due and payable.
4. The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.
5. The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
6. The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

GC5.2 Amount Payable

1. Subject to any other provisions of the Contract, Canada will pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by Canada to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to Canada, and the Contractor must accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
2. When making any payment to the Contractor, the failure of Canada to deduct an amount payable to Canada by the Contractor must not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.
3. Should any payment be made by Canada in excess of what is owed to the Contractor for the actual work performed, the Contractor will reimburse Canada the excess immediately, with or without demand,

and any amounts outstanding will bear simple interest at the Average Bank rate plus three (3) percent per annum from the date of overpayment until the day prior to the date of repayment by the Contractor.

4. No payment other than a payment that is expressly stipulated in the Contract, will be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

GC5.3 Increased or Decreased Costs

1. The Contract Amount will not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment.
2. Notwithstanding paragraph 1) above, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs

- a) after the date of submission by the Contractor of its bid; or
- b) after the date of submission of the last revision, if the Contractor's bid was revised;

the Contract Amount will be adjusted in the manner provided in paragraph 3) below.

3. If a change referred to in paragraph 2) above occurs, the Contract Amount will be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in GC2.8, "Time and Records to be kept by the Contractor", to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
4. For the purpose of paragraph 2) above, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change will be deemed to have occurred before the solicitation closing.
5. Notwithstanding paragraphs 2) to 4) above, no adjustment to the Contract Amount in respect of the Work or a part thereof will be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for Completion of the Work or that part of the Work.

GC5.4 Progress Payment

1. For the portion of payment related to Facilities and Maintenance Services, on the expiration of a payment period the Contractor must deliver to Canada:
 - a) an invoice delivered to the Departmental Representative in the agreed format with sufficient detail and information to permit verification. The invoice must also identify, as separation items:
 - i. the amount of the progress payment being claimed for Services satisfactorily performed;
 - ii. the amount for any tax calculated in accordance with the applicable federal legislation; and
 - iii. the total amount which must be the sum of the amounts referred to in (i) and (ii) above.
2. For the portion of payment related to Construction Services, on the expiration of a payment period the Contractor must deliver to Canada:
 - a) a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not

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- incorporated into the Work, during that payment period; and
- b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
3. Within ten (10) days of receipt of a progress claim and statutory declaration, if applicable, from the Contractor, Canada will inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and will issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
- a) is in accordance with the Contract; and
 - b) was not included in any other progress report relating to the Contract.
4. For the portion of payment related to Construction Services, subject to GC5.2, "Amount Payable", and paragraph 6) below, Canada will pay the Contractor an amount that is equal to
- a) ninety-five (95) percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
 - b) ninety (90) percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
5. Canada will pay the amount referred to in paragraph 4) above not later than
- a) thirty (30) days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 2) above; or
 - b) fifteen (15) days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1, "Progress Schedule", whichever is later.
6. In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 4) above that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.
7. Upon the satisfactory completion of all Services, the amount due, less any payments already made, will be paid to the Consultant not later than thirty (30) days after receipt of an acceptable invoice, together with the Final Statutory Declaration in accordance with paragraph 5) above.
8. Competitive Award: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
9. Additional Resource Categories
- a) Should additional resource categories be required during the execution of the Contract, the Contractor must provide a proposal for the additional hourly rate which must include:
 - i. A full justification with documented evidence substantiating any and all applicable elements listed in section 7.19 GC6.2.1 paragraph 8), "Hourly Labour Rates"
 - ii. A full justification with documented evidence substantiating any other element of cost used to calculate the proposed hourly rate
 - iii. A detailed calculation of the appointment of the aforementioned elements to the hourly

rate being proposed.

- b) Additional Resource Categories are subject to the approval of Canada.

GC5.5 Substantial Performance of the Work

1. If, at any time before the issuance of a Certificate of Completion, Canada determines that the Construction Services have reached Substantial Performance as described in subparagraph 1)a) or b) of GC1.1.4, "Substantial Performance of Construction Services", Canada will request the Contractor to provide a written declaration prepared and signed by the Designer in accordance with subparagraph 9)(e) of GC3.2, "Project Design and Role of the Designer". Following receipt of the declaration, Canada will inspect the Work and if satisfied that the Work has reached Substantial Performance, will issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance will state or describe
 - a) the date of Substantial Performance;
 - b) the parts of the Work not completed to the satisfaction of Canada; and
 - c) all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.12, "Warranty and Rectification of Defects in Work", commences for the said parts and all the said things.
2. The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.10, "Non-Conforming Design and Defective Work".
3. Subject to GC5.2, "Amount Payable", and paragraph 4) below, Canada will pay the Contractor the amount referred to in paragraph 1) of GC5.2, "Amount Payable", less the aggregate of
 - a) the sum of all payments that were made pursuant to GC5.4, "Progress Payment";
 - b) an amount that is equal to Canada's estimate of the cost to Canada of rectifying defects described in the Certificate of Substantial Performance;
 - c) an amount that is equal to Canada's estimate of the cost to Canada of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein; and
4. Canada will pay the amount referred to in paragraph 3) above not later than
 - a) thirty (30) days after the date of issue of a Certificate of Substantial Performance, or
 - b) fifteen (15) days after the Contractor has delivered to Canada
 - i. a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8, "Laws, By-Laws, Permits, Licenses, Codes, Inspections and Taxes";
 - ii. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; and
 - iii. an update of the progress schedule in accordance with the requirements of GC3.1, "Progress Schedule"; whichever is later.

GC5.6 Final Completion

1. For the construction of the Canada Pavilion:

- a) When Canada is of the opinion that the Construction Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Construction Services have been completed as described in GC1.1.5 paragraph 1a), "Completion", Canada will issue a Certificate of Completion to the Contractor and, if the work or a portion of the work is subject to a Unit Price Arrangement, Canada will issue a Certificate of Measurement that will, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
- b) Subject to GC5.2, "Amount Payable", and paragraph 3) below, Canada will pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of:
 - i. the sum of all payments that were made pursuant to GC5.4, "Progress Payment";
 - ii. the sum of all payments that were made pursuant to GC5.5, "Substantial Performance of Work";
 - iii. an amount equal to the total amount payable for the completion of the Work; and
- c) Canada will pay the amount referred to in subparagraph 1) b) above not later than
 - i. sixty (60) days after the date of issue of a Certificate of Completion; or
 - ii. fifteen (15) days after the Contractor has delivered to Canada
 - 1. a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
 - 2. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; whichever is later.

2. For the dismantling and demolition of the Canada Pavilion:

- a) When Canada is of the opinion that the Construction Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Construction Services have been completed as described in GC1.1.5 subparagraph 1)b), "Completion", Canada will issue a Certificate of Completion to the Contractor and, if the work or a portion of the work is subject to a Unit Price Arrangement, Canada will issue a Certificate of Measurement that will, subject to GC8, be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.
- b) Subject to GC5.2, "Amount Payable", and paragraph 3) below, Canada will pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of:
 - i. the sum of all payments that were made pursuant to GC5.4, "Progress Payment";
 - ii. the sum of all payments that were made pursuant to GC5.5, "Substantial Performance of Work"; andthe sum of all payments that were made pursuant to subparagraph 1)b)
- c) Canada will pay the amount referred to in subparagraph 2)b) above not later than
 - i. sixty (60) days after the date of issue of a Certificate of Completion; or
 - ii. fifteen (15) days after the Contractor has delivered to Canada

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C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG365

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG365 C1111-190042

1. a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
2. evidence of compliance with workers' compensation legislation in accordance with GC1.9, "Workers' Compensation"; whichever is later.

GC5.7 Basis of Payment- Optional Services

Travel and Living Expenses – National Joint Council Travel Directive: The Contractor will include in the lump sum bid all travel and living expenses requested in Annex B- Statement of Work. For any additional travel requested by Canada above and beyond what is already included in Annex B- Statement of Work the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Departmental Representative and be amended in writing by the “Contracting” Authority. All payments are subject to government audit.

GC5.8 Payment Not Binding on Canada

Neither acceptance of a progress claim or progress report, nor any payment made by Canada under the Contract, nor partial or entire use or occupancy of the Work by Canada will constitute an acceptance by Canada of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

GC5.9 Claims and Obligations

1. The Contractor must discharge all the Contractor's lawful obligations and must satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires Canada to pay the Contractor.
2. Whenever requested to do so by Canada, the Contractor must make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
3. Upon receipt of a written notice by a claimant alleging non-payment of an amount due and payable by the Contractor to the claimant, Canada may provide the claimant with a copy of the latest payment certification issued by Canada under the Contract.
4. In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, Canada may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
5. For the purposes of paragraph 4) above, and subject to paragraph 6) below, a claim or obligation will be considered lawful when it is so determined by
 - a) a court of legal jurisdiction;
 - b) an arbitrator duly appointed to arbitrate the claim; or
 - c) the written consent of the Contractor authorizing payment of the claim or obligation.
6. The Contractor must, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration must have as parties to it any subcontractor or supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and Canada will not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration must be conducted in accordance with the governing legislation applicable to the site of the Work.
7. Paragraph 4) above will apply only to claims and obligations
 - a) the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by Canada in writing before final payment is made to the Contractor pursuant to GC5.6, "Final Completion", and within one hundred twenty (120) days of the date on which the claimant
 - i. should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or

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- ii. performed the last of the services, work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
 - b) the proceedings to determine the right to payment of which, pursuant to paragraph 6) above, will have commenced within one year from the date that the notification required by subparagraph 8)(a) above was received by Canada.
8. Upon receipt of a notice of claim, Canada may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
9. Canada will notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of Canada to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, and upon receipt of such security Canada will release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

GC5.10 Right of Setoff

1. Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, Canada may set off any amount payable to Canada by the Contractor under the Contract, or under any current contract, against any amount payable to the Contractor under the Contract.
2. For the purposes of paragraph 1) above, "current contract" means a contract between Canada and the Contractor
- a) under which the Contractor has an undischarged obligation to perform or supply work, services, labour or material; or
 - b) in respect of which Canada has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC5.11 Assessments and Damages for Late Completion

1. For the purposes of this clause
- a) the Work will be deemed to be completed on the date of the Certificate of Completion issued pursuant to subparagraph 2)a) of GC 5.6 Final Completion; and
 - b) the "period of delay" means the number of days commencing on the day fixed for Completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5, "Delays and Extension of Time", and any other day on which, in the opinion of Canada, Completion of the Work was delayed for reasons beyond the control of the Contractor.
2. If the Contractor does not complete the Work by the day fixed for its Completion but completes it thereafter, the Contractor must pay Canada an amount equal to the aggregate of
- a) all salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the performance of the Work during the period of delay;
 - b) the cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and

- c) all other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its Completion.
- d) Canada may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) above if, in the opinion of Canada, it is in the public interest to do so.

GC5.12 Delay in Making Payment

1. Notwithstanding GC1.5, "Time of the Essence", any delay by Canada in making any payment when it is due pursuant to paragraph 2) of GC5.1 will not be a breach of the Contract by Canada.
2. Subject to paragraph 3) below, Canada will pay to the Contractor simple interest at the Average Bank Rate plus three (3) percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1, and the interest will apply from and include the day such amount became overdue until the day prior to the date of payment.
3. Interest will be paid without demand by the Contractor except that
 - a) in respect of amounts that are less than fifteen (15) days overdue, no interest will be paid in respect of payment made within such fifteen (15) days unless the Contractor so demands after such amounts have become due and payable; and
 - b) interest will not be payable or paid on overdue advance payments, if any.

GC5.13 Interest on Settled Claims

1. For the purposes of this clause, a claim means a disputed amount subject to negotiation between Canada and the Contractor under the Contract.
2. A claim is deemed to have been settled when an agreement in writing is signed by Canada and the Contractor setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
3. A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
4. Canada will pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus three (3) percent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

GC5.14 Return of Security Deposit

1. After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, Canada will return to the Contractor all or any part of a Security Deposit that, in the opinion of Canada, is not required for the purposes of the Contract.
2. After a Certificate of Completion has been issued, Canada will return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
3. If the security deposit was paid into the Consolidated Revenue Fund of Canada, Canada will pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the *Financial Administration Act (FAA)*.

7.19 GC6 Delays and Changes in the Work

GC6.1 Changes in the Work for Construction Services

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1. At any time before issuance of a Certificate of Completion, Canada may issue orders for additions, deletions or other changes to the Construction Services, or changes in the location or position of the whole or any part of the Work, if the addition, deletion, change or other revision is deemed by Canada to be consistent with the general intent of the Contract.
 2. An order referred to in paragraph 1) above will be in writing and given to the Contractor in accordance with GC2.3, "Notices".
 3. Upon receipt of an order, the Contractor must promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
 4. If anything done or omitted by the Contractor pursuant to an order increases or decreases the cost of the Work to the Contractor, payment for the work will be made in accordance with GC6.2, "Determination of Price for Construction Services".
 5. Any change in the terms of the Contract other than changes that may be ordered by Canada pursuant to paragraph 1) above may be made only by an agreement in writing between Canada and the Contractor.
 6. Prior to commencing any changes, the Contractor must advise the Departmental Representative of any known and anticipated effects of the changes on the Project costs, Project Schedule, and other matters concerning the Project.
 7. Only the PWGSC Contracting Authority identified section 7.5 has the authority to approve changes to the work which have a financial impact. Prior to commencing the work, the Contractor must ensure the PWGSC Contracting Authority has approved the change, otherwise the Contractor may not be paid for the work completed.

GC6.2 Determination of Price for Construction Services

GC6.2.1 Price Determination Prior to Undertaking Changes

1. If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change will be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance will be equal to
 - a) twenty (20) percent of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
 - b) fifteen (15) percent of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
 - c) a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
 - i. if the aggregate cost of the Work exceeds \$50,000; or
 - ii. if the Contractor and Canada agree in writing.
2. If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
3. A price per unit referred to in paragraph 2) above will be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1) above.

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4. To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor must submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
 5. If no agreement is reached as contemplated in paragraph 1) above, the price will be determined in accordance with GC6.2.2.
 6. If no agreement is reached, as contemplated in paragraphs 2) and 3) above, Canada will determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit will be determined in accordance with GC6.2.2, "Price Determination Following Completion of Changes".
 7. Allowable Costs under GC6.2.1, "Price Determination Prior to Undertaking Changes":
 - a) The Contractor must submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 4) above. The breakdown must itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance.
 - b) It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to Canada, including those of subcontractors, are fair and reasonable in view of the terms expressed herein.
 - c) The labour hours required for the contemplated change must be based on the estimated number of hours to perform the work.
 - d) Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and Canada.
 - e) Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
 - f) Allowances referred to in paragraph 10 below must not be included in the hourly labour rates.
 - g) Credit for work deleted will only be for the work directly associated with the change.
 - h) When a change deletes work which has not yet been performed, Canada is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted.
 - i) Allowances referred to in paragraph 10 below must not be applied to any credit amounts for deleted work.
 - j) In those cases where the change involves additions and deletions to the work, the allowances referred to in paragraph 10 below will apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance must only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.
 - k) If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor must identify and include the resulting cost in the breakdown.

8. Hourly Labour Rates

The hourly labour rates listed in the Contractor's breakdown must be determined in accordance with the collective agreements that are applicable at the site of the work and must include

- a) the base rate of pay;
- b) vacation pay;

c) benefits which includes

- i. welfare contributions;
- ii. pension contributions;
- iii. union dues;
- iv. training and industry funds contributions; and
- v. other applicable benefits, if any, that can be substantiated by the Contractor.

d) statutory and legislated requirements, assessed and payable under statutory authority, which includes

- i. employment insurance contributions;
- ii. pension plan contributions;
- iii. worker's compensation premiums;
- iv. necessary insurance premiums; and
- v. health tax premiums

that may be applicable in the jurisdiction where the Work is being completed.

9. Material, Plant and Equipment Costs

The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.

10. Allowance to the Contractor or Subcontractor

The allowances determined in accordance with paragraph 1) of GC6.2.1, "Price Determination Prior to Undertaking Changes", will be considered as full compensation for:

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- a) supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and
 - b) miscellaneous additional costs related to
 - i. the purchase or rental of material, plant and equipment;
 - ii. the purchase of small tools and supplies;
 - iii. safety and protection measures; and
 - iv. permits, bonds, insurance, engineering, as built drawings, commissioning and site office.

GC6.2.2 Price Determination Following Completion of Changes

1. If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change will be equal to the aggregate of
 - a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) below, that are directly attributable to the performance of the Contract;
 - b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to ten (10) percent of the sum of the expenses referred to in subparagraph 1)(a) above; and
 - c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) above calculated in accordance with GC5.13, "Interest on Settled Claims".
2. The cost of labour, Plant and Material referred to in subparagraph 1)(a) above will be limited to the following categories of expenditure:
 - a) payments to Subcontractors and Suppliers;
 - b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
 - c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and Applicable Taxes collection costs;
 - d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
 - e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
 - f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;

- g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
- h) any other payments made by the Contractor with the approval of Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

GC6.2.3 Price Determination - Variations in Tendered Quantities

1. Except as provided in paragraphs 2), 3), 4) and 5) below, if it appears that the final quantity of labour, Plant and Material under a price per unit item will exceed or be less than the estimated tendered quantity, the Contractor must perform the Work or supply the Plant and Material required to complete the item and payment will be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
2. If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than fifteen (15) percent, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds one hundred fifteen (115) percent of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor must, on request, provide Canada with
 - a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of one hundred fifteen (115) percent of the tendered quantity.
3. If agreement is not reached as contemplated in paragraph 2) above, the price per unit will be determined in accordance with GC6.2.2, "Price Determination Following Completion of Changes".
4. If it appears that the final quantity of labour, Plant and Material under a price per unit item will be less than eighty-five (85) percent of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
 - a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
 - b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
5. For the purposes of the negotiation referred to in paragraph 4) above
 - a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - b) in no event will the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) above exceed the amount that would have been payable to the Contractor had eighty-five 85 percent of the tendered quantity actually been performed or supplied.

GC6.4 Changes in the Work for Facility Maintenance Services

Canada will not pay the Contractor for any changes or modifications to Facility Maintenance Services unless they have been approved, in writing, by the Departmental Representative before their incorporation into the Work.

GC6.5 Delays and Extension of Time

1. The Contractor must at all times perform the work required as diligently and expeditiously as is consistent with the highest professional standards and in accordance with the progress schedule prepared pursuant to GC3.1, "Progress Schedule", and the Contractor must at all times provide sufficient personnel to fulfill the Contractor's obligations in accordance with that schedule.
2. Upon application of the Contractor made before the date first fixed for Completion of the Work, for any date fixed for completion or achievement of any stage in the work, or before any other date previously fixed under this clause, Canada may extend the time for Completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its Completion.
3. The Contractor's application must be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
4. Subject to paragraph 5) below, no payment, other than a payment that is expressly stipulated in the Contract, will be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
5. If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor must give Canada written notice of intention to claim for that extra expense or loss or damage within fourteen (14) days of the date the neglect or delay first occurred.
6. When the Contractor has given a notice referred to in paragraph 4) above the Contractor must give Canada a written claim for the extra expense, loss or damage no later than thirty (30) days after the date that a Certificate of Completion is issued and not afterwards.
7. A written claim referred to in paragraph 5) above must contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor must supply such further and other information for that purpose as Canada may require.
8. If Canada determines that a claim referred to in paragraph 5) above is justified, Canada will make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.2, "Determination of Price for Construction Services".
9. If the Contractor fails to give a notice referred to in paragraph 4) above and a claim referred to in paragraph 5) above within the times stipulated, an extra payment will not be made to the Contractor in respect of the occurrence.

7.20 GC7 Default, Suspension or Termination of the Contract

GC7.1 Taking the Work out Of the Contractor's Hands

1. By giving notice in writing to the Contractor in accordance with GC2.3, "Notices", Canada, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as Canada sees fit to have the Work completed if the Contractor

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- a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of Canada within six days of Canada giving notice to the Contractor in writing in accordance with GC2.3, "Notices";
 - b) defaults in the Completion of any part of the Work within the time fixed for its Completion by the Contract;
 - c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the [Bankruptcy and Insolvency Act](#);
 - d) abandons the work;
 - e) makes an assignment of the Contract without the consent required by GC1.16, "Assignment", or
 - f) otherwise fails to observe or perform any of the provisions of the Contractor's obligations under the Contract or, in Canada's opinion, so fails to make progress as to endanger performance of the Contract, in accordance with its terms.
2. If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) below, extinguished, and the Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work. If the Contractor fails to pay on demand for the loss or damage as a result of this paragraph, Canada will be entitled to deduct and withhold the same from any payments due and payable to the Contractor.
 3. If the whole or any part of the Work that is taken out of the Contractor's hands is completed by Canada, Canada may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by Canada that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
 4. The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
 5. If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its Suppliers or Subcontractors at any tier, under the Contract will continue to be the property of Canada without compensation.
 6. When Canada certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of Canada to retain that Plant, Material, or interest, it will revert to the Contractor.
 7. If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the [Bankruptcy and Insolvency Act](#), the Contractor must immediately forward a copy of the proposal or the notice of intention to Canada.

GC7.2 Suspension of Work by Canada

1. When, in Canada's opinion, it is in the public interest to do so, Canada may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3, "Notices".

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2. When a notice of suspension is received by the Contractor, the Contractor must suspend all operations in respect of the Work except those that Canada determines are necessary for the care and preservation of the Work, Plant and Material.
 3. Where a notice of suspension has been received the completion dates set out in the contract must still be met. Canada will pay the extra costs for acceleration provided in the bid.
 4. During a period of suspension, the Contractor must not remove any part of the Work, Plant or Material from its site without the consent of Canada.
 5. If a period of suspension is 60 days or less, the Contractor must resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.2, "Determination of Price for Construction Services".
 6. If a period of suspension is more than sixty (60) days, Canada and the Contractor may agree that the performance of the Work will be continued by the Contractor, and the Contractor must resume performance of the Work subject to any terms and conditions, solely related to resuming the work agreed upon by Canada and the Contractor. Canada will pay the extra costs reasonably incurred by the Contractor as a result of the suspension, determined in accordance with GC6.2, "Determination of Price for Construction Services". If Canada and the Contractor do not agree that performance of the Work will be continued by the Contractor, or upon the terms and conditions under which the Contractor must continue the Work, or the amount of any extra costs to be paid, the notice of suspension will be deemed to be a notice of termination pursuant to GC7.3, "Termination of Contract".
 7. Within fourteen days of notice of such suspension, the Contractor must submit to the Departmental Representative a schedule of all extra costs in accordance with GC6.2, "Determination of Price for Construction Services", if any, that the Contractor expects to incur during the period of suspension, and for which the Contractor will request reimbursement, failing which, the Contractor must, for all purposes, be deemed to have no such costs and expenses.
 8. Save and except for the specified payment provided for in paragraph 6) above, the Contractor will not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the suspension of Work pursuant to GC7.2.

GC7.3 Termination of Contract

1. Canada may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3, "Notices".
2. If the Contractor receives a notice of termination, the Contractor must forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
3. Subject to paragraph 4) below, if the Contract is terminated, Canada will pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.2, "Determination of Price for Construction Services", less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
4. In no event will the total amount payable by Canada to the Contractor exceed the amount, calculated in accordance with GC5, "Terms of Payment", that would have been payable to the Contractor had the Contractor completed the Work.
5. Within fourteen (14) days of notice of such termination, the Contractor must submit to the Departmental Representative a schedule of all extra costs in accordance with GC6.2, "Determination of Price for Construction Services", if any, that the Contractor expects to incur during the period of termination, and for which the Contractor will request reimbursement, failing which, the Contractor will, for all purposes, be deemed to have no such costs and expenses.

6. Save and except for the specified payment provided for in paragraph 5) above, the Contractor will not be paid and has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, the termination of Work pursuant to GC7.3.
7. Payment to the Contractor, if any, will be made as soon as practicable under the circumstances.

GC7.4 Security Deposit - Forfeiture or Return

1. If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, Canada may convert a security deposit to Canada's own use.
2. If Canada converts a security deposit, the amount realized will be deemed to be an amount due from Canada to the Contractor under the Contract.
3. Any balance of the amount realized that remains after payment of all losses, damage and claims of Canada and others will be paid by Canada to the Contractor if, in the opinion of Canada, it is not required for the purposes of the Contract.

7.21 GC8 Dispute Resolution

GC8.1 Interpretation

1. "dispute" means any disagreement regarding any issue identified by the Contractor in the notice submitted to Canada in accordance with paragraph 2) of GC8.3, "Notice of Dispute", and includes any claim by the Contractor arising from such disagreement and any counterclaim by Canada, but does not include any claim by either party for punitive or exemplary damages, injury to persons, death, or any claim based on an allegation of libel or slander.
2. The alternative dispute resolution procedures set out in GC8, do not apply to any claim by Canada against the Contractor except any counterclaim in a dispute as defined in paragraph 1) above, including, but not limited to, any claim of setoff regarding any amount due to Canada under GC5.11, "Assessments and Damages for Late Completion".
3. The language of any correspondence, documents, exchanges, filings, proceedings or discussion during the dispute resolution process will be English.

GC8.2 Consultation and Co-operation

1. The parties agree to maintain open and honest communication throughout the performance of the Contract.
2. The parties agree to consult and co-operate with each other in the furtherance of the Work and the resolution of problems or differences that may arise.

GC8.3 Notice of Dispute

1. Any difference between the parties to the Contract of any nature arising out of or in connection with the Contract which could result in a claim by the Contractor against Canada, and which is not settled by consultation and co-operation as envisaged in GC8.2, "Consultation and Co-operation", will be resolved in the first instance by Canada, whose written decision or direction will be final and binding subject only to the provisions of GC8. Such written decision or direction includes, but is not limited to, any written decision or direction by Canada under any provision of the General Conditions.
2. The Contractor will be deemed to have accepted the decision or direction of Canada referred to in paragraph 1) above and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction unless, within fifteen (15) working days after receipt of the decision or direction, the Contractor submits to Canada a written notice of dispute requesting

formal negotiation under GC8.4, "Negotiation". Such notice must refer specifically to GC8.4, "Negotiation", and must specify the issues in contention and the relevant provisions of the Contract.

3. The giving of a written notice in accordance with paragraph 2) above will not relieve the Contractor from complying with the decision or direction that is the subject of the dispute. Such compliance, however, will not be construed as an admission by the Contractor of the correctness of such decision or direction.
4. If a dispute is not resolved promptly, Canada will give such instructions as, in Canada's opinion, are necessary for the proper performance of the Work and to prevent delays pending a resolution of the matter. Unless Canada terminates the Contract, orders the Contractor to suspend the Work, or takes the Work out of the hands of the Contractor, the Contractor must continue to perform the Work in accordance with the provisions and requirements of the Contract and the instructions of Canada. Such performance will not prejudice any claim that the Contractor may have.
5. Nothing in GC8 relieves the Contractor from its obligation to provide any other notice required by the Contract within the time specified in the Contract.

GC8.4 Negotiation

1. Within ten (10) working days after receipt by Canada of a notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such other period of time as may be mutually agreed to, the parties must commence formal negotiations in order to resolve the dispute. Negotiations must occur initially between representatives of the Contractor and Canada who play a direct supervisory role in the performance, administration or management of the Contract.
2. If the representatives referred to in paragraph 1) above are unable to resolve some or all of the issues which are the subject of the negotiations within ten (10) working days, the parties must refer the remaining issues which are in dispute to a second level of negotiation between a principal or principals of the Contractor and a senior level manager or senior level managers representing Canada.
3. If negotiations fail to resolve the dispute within thirty (30) working days from the date of delivery of the notice referred to in paragraph 2) of GC8.3, "Notice of Dispute", or within such longer period as may have been agreed to by the parties, the Contractor may, by giving written notice to Canada, in accordance with GC2.3, "Notices", within fourteen (14) days from the end of such period, request that mediation be undertaken to assist the parties to reach agreement on the outstanding issues.
4. If the Contractor does not request mediation within the period permitted by paragraph 3) above, the Contractor will be deemed to have accepted the decision or direction of Canada under paragraph 1) of GC8.3, "Notice of Dispute", and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction.

GC8.5 Mediation

1. If the Contractor has requested mediation in accordance with paragraph 3) of GC8.4, "Negotiation", mediation must be conducted in accordance with GC8.8, "Rules for Mediation of Disputes".
2. A Project Mediator must be appointed in accordance with GC8.8, "Rules for Mediation of Disputes", forthwith after delivery of a notice in accordance with paragraph 3) of GC8.4, "Negotiation", requesting mediation.
3. Mediation must take place in Ontario, Canada or any other place as long as such is agreed to by both parties.
4. If the dispute has not been resolved within
 - a) ten (10) working days following the appointment of a Project Mediator in accordance with paragraph 2) above, if a Project Mediator was not previously appointed;

- b) ten (10) working days following receipt by Canada of a written notice in accordance with paragraph 3) of GC8.4, "Negotiation", if a Project Mediator was previously appointed; or
- c) such other longer period as may have been agreed to by the parties;

the Project Mediator must terminate the mediation by giving written notice to the parties stating the effective date of termination.

GC8.6 Confidentiality

All information exchanged during alternative dispute resolution procedures, by whatever means, must be without prejudice and must be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during an alternative dispute resolution process.

GC8.7 Settlement

Any agreement to settle all or any part of a dispute, by whatever means, must be in writing and be signed by the parties or their authorized representatives.

GC8.8 Rules for Mediation of Disputes

GC8.8.1 Interpretation

In these Rules

"Coordinator" means the person designated by Canada to act as the Dispute Resolution Coordinator.

GC8.8.2 Application

By mutual agreement, the parties may change or make additions to the Rules.

GC8.8.3 Communication

Written communications pursuant to these Rules must be given in accordance with GC2.3, "Notices".

GC8.8.4 Appointment of Project Mediator

1. The parties to the Contract may, by mutual consent, at any time after entry into the Contract, appoint a mediator (the "Project Mediator") to conduct mediation proceedings in accordance with these Rules for Mediation of Disputes, in regard to any dispute that may arise with regard to the interpretation, application or administration of the Contract. In this case, they must jointly enter into a contract with the appointed Project Mediator, which contract must be in a form drafted by the Coordinator and agreed to by the parties.
2. If the parties do not appoint a Project Mediator pursuant to paragraph 1) above, the parties must appoint a Project Mediator within seventeen (17) working days following receipt of a written notice from the Contractor, in accordance with GC2.3, "Notices", requesting that mediated negotiations be undertaken in accordance with these Rules to assist the parties to reach agreement on any outstanding issues that may be in dispute. Any contract entered into with the appointed Project Mediator must meet the requirements as set out for the contract described in paragraph 1) above.
3. When mediation is requested by the Contractor pursuant to paragraph 3) of GC8.4, "Negotiation", if the parties have previously entered into a contract with a Project Mediator, the parties must within two (2) days send to both the Project Mediator and the Coordinator

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- a) a copy of the notice requesting negotiation under paragraph 2) of GC8.3, "Notice of Dispute";
 - b) a copy of Canada's written position in relation to the notice, the issues in contention and the relevant provisions of the contract; and
 - c) a copy of the Contractor's written request for mediation required under paragraph 3) of GC8.4, "Negotiation".
4. If the parties have not agreed on a Project Mediator, Canada will provide the Contractor with a list of five (5) qualified private sector mediators. Each mediator listed must be impartial and independent of the parties and must be an experienced and skilled commercial mediator, preferably with knowledge of the subject matter of the dispute.
 5. Within ten (10) days of receipt of the list, the Contractor must choose a mediator from the list to act as Project Mediator for the purposes of the Contract.
 6. The parties agree that, once a mediator has been selected by the Contractor, the parties will jointly enter into whatever agreement or contract may be required by the Project Mediator in order to proceed with the mediation.
 7. Upon execution of the contract with the Project Mediator referred to in paragraph 6) above the parties must provide the Project Mediator with copies of the documents referred to in paragraph 3) above.

GC8.8.5 Confidentiality

1. Subject to paragraph 2) below, and unless otherwise agreed in writing by the parties, the Project Mediator, the parties and their counsel or representatives will keep confidential all matters and documents disclosed during mediation proceedings except where the disclosure is necessary for any implementation of any agreement reached or is required by law.
2. Evidence that is independently admissible or discoverable in any arbitral or judicial proceeding will not be rendered inadmissible or non-discoverable by virtue of its use in mediation proceedings.
3. Neither party will make transcripts, minutes or other records of a mediation conference.
4. The personal notes and written opinions of the Project Mediator made in relation to mediation are in the Project Mediator's sole possession and control, are confidential, and may not be used in any subsequent proceeding between the parties or where they are opposed in interest without the express written permission of the parties.
5. All information exchanged during mediation procedures, by whatever means, will be without prejudice and will be treated as confidential by the parties and their representatives, unless otherwise required by law.

GC8.8.6 Time and Place of Mediation

The Project Mediator, in consultation with the parties will set the date, time and place of any mediation conference as soon as possible, bearing in mind that, subject to agreement to the contrary between the parties, only ten (10) working days are available within which to attempt to settle the dispute. Any mediation will take place in Ontario, Canada or any other place as long as such place is agreed to by both parties.

GC8.8.7 Representation

1. Representatives of the parties may be accompanied at the mediation conference by legal counsel or any other person.
2. If the Project Mediator is a lawyer, the Project Mediator must not provide legal advice to a party during the course of the mediation conference, but may recommend that a party obtain independent legal advice before finalizing a settlement agreement.

GC8.8.8 Procedure

1. The parties agree to an exchange of all facts, information and documents upon which they intend to rely in any oral or written presentation during the mediation. This exchange must be completed no later than two (2) working days prior to the date set for a mediation conference.
2. The Project Mediator must be free to meet with the parties individually during a mediation conference if the Project Mediator is of the opinion that this may improve the chances of a mediated settlement, and either party may request such an individual meeting at any time.
3. The parties may agree to extend the ten (10) working days available for settlement of the dispute through mediation, and the Project Mediator will record that agreement in writing.

GC8.8.9 Settlement Agreement

1. The parties will record in writing any settlement agreement reached, with sufficient detail to ensure a clear understanding of
 - a) the issues resolved;
 - b) any obligations assumed by each party including criteria to determine if and when these obligations have been met; and
 - c) the consequences of failure to comply with the agreement reached.
2. The parties agree to carry out the terms of a settlement agreement as soon as possible and, in any event, within any time periods specified in the agreement.

GC8.8.10 Termination of Mediation

1. Either party may withdraw from mediation at any time without reason and, in that event, the withdrawing party must provide the other party and the Project Mediator with written notice of the withdrawal. The effective date of termination of the mediation will be the date the notice of withdrawal was received by the other party.
2. If a dispute has not been resolved within ten (10) workingdays or such other longer period as may have been agreed to by the parties, the mediation will be deemed to have been terminated. The effective date of the termination will be the fourteenth day following 1) the appointment of the Project Mediator in accordance with 8.8.4.2 or 8.8.4.4 or 2) the receipt of written notice of request to mediation in accordance with GC8.4.3, if a Project Mediation was appointed pursuant to 8.8.4.1, whichever is applicable.

GC8.8.11 Costs

The parties agree that they will each be responsible for the costs of their own representatives and advisors and associated travel and living expenses. Fees and expenses of the Project Mediator and all administrative costs of mediation, such as the cost of the meeting room(s), if any, must be borne equally by the parties.

GC8.8.12 Subsequent Proceedings

1. The parties must not rely on or introduce as evidence in any arbitral or judicial proceeding, whether or not such proceeding relates to the subject matter of mediation,
 - a) any documents of other parties that are not otherwise producible in those proceedings;

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- b) any views expressed or suggestions made by any party in respect of a possible settlement of issues;
 - c) any admission made by any party in the course of mediation unless otherwise stipulated by the admitting party; and
 - d) the fact that any party has indicated a willingness to make or accept a proposal or recommendation for settlement.
2. The Project Mediator must neither represent nor testify on behalf of either of the parties in any subsequent investigation, action or proceeding relating to the issues in mediation proceedings.
3. The Project Mediator must not be subpoenaed to give evidence relating to
- a) the Project Mediator's role in mediation; or
 - b) the matters or issues in mediation;

in any subsequent investigation, action or proceeding and the parties agree to vigorously oppose any effort to have the Mediator so subpoenaed.

GC8.9 Binding Arbitration

1. If mediation of the dispute is terminated pursuant to the provisions of GC8.5, "Mediation", and
- a) the termination of mediation occurs prior to the applicable date set out in paragraph 4) of GC8.5; and
 - b) the disputed issues involve issues of fact or issues of arbitral questions of law or issues of mixed fact and arbitral questions of law;
- either party, by giving notice in writing to the other party in accordance with GC2.3, "Notices", may require that the dispute be resolved by binding arbitration pursuant to GC8.9.
2. A notice referred to in paragraph 1) above must be given within ten (10) days of the date of termination of mediation under GC8.5, "Mediation" and must be in accordance with GC2.3, "Notices".
3. If no notice is given within the period set out in paragraph 2) above, or if the conditions set out in subparagraphs 1)(a) and 1)(b) above are not met, the arbitration provisions set out in GC8.9 do not apply to the dispute and the Contractor will be deemed to have accepted the decision or direction of Canada under paragraph 1) of GC8.3, "Notice of Dispute", and to have expressly waived and released Canada from any claim in respect of the particular matter dealt with in that decision or direction.
4. Unless otherwise agreed, the arbitration of the dispute will be held in abeyance until the earlier of
- a) the date of issuance of a Certificate of Substantial Performance under GC5.5, "Substantial Performance of the Work";
 - b) the date the Work is taken out of the Contractor's hands; and
 - c) the date of termination of the Contract;

and consolidated with all other such disputes into a single arbitration.

5. Arbitral proceedings under this GC8.9 will be governed by and conducted in accordance with the [Commercial Arbitration Act](#), R.S. 1985, c. 17 (2nd Supp.) and the provisions of GC8.11, "Rules for Arbitration of Disputes".
6. For the purposes of calculating time under the Rules for Arbitration referred to in paragraph 5) above, arbitration proceedings will commence on the applicable date set out in paragraph 4) above.
7. Notwithstanding anything else contained in GC8.9, the arbitration provisions in GC8.9 do not apply if the aggregate amount of all claims by the Contractor required to be arbitrated on the applicable date set out in paragraph 4) above is less than \$25,000.

GC8.10 Disputes not Subject to Arbitration

1. Where the arbitration provisions in GC8.9, "Binding Arbitration", do not apply to a dispute as a result of paragraphs 3) or 7) of GC8.9, "Binding Arbitration", either party may take such court action or proceedings as it considers appropriate, including, without limiting the foregoing, all suits that would otherwise have been immediately available to it but for the provisions of these Dispute Resolution Conditions. Subject to the provisions of paragraph 2) below, the Contractor must initiate any such action or proceeding no later than three (3) calendar months after the date that a Certificate of Completion is issued under GC5.6, "Final Completion", and not afterwards, except where it is otherwise provided by law.
2. Any action or proceeding resulting from a direction under GC3.12, "Warranty and Rectification of Defects in Work", must be initiated by the Contractor no later than three (3) calendar months after the expiry of the warranty or guarantee period and not afterwards, except where it is otherwise provided by law.
3. Any dispute not subject to binding arbitration will be subject to the exclusive jurisdiction of the provincial and federal courts located in Ontario, Canada.

GC8.11 Rules for Arbitration of Disputes

The following outlines the rules for the arbitration of disputes.

GC8.11.1 Interpretation

In these Rules

- "claimant" means the Contractor;
- "Coordinator" means the person designated by Canada to act as the Dispute Resolution Coordinator;
- "respondent" means Canada.

GC8.11.2 Arbitration Tribunal

Subject to these Rules, and unless otherwise agreed by the parties, the arbitration tribunal will consist of a single arbitrator ("the Tribunal") who will be appointed in accordance with the provisions of the Rules.

GC8.11.3 Application

1. By mutual agreement, the parties may change or make additions to the Rules.
2. The scope of the arbitral proceedings will be limited to the resolution of the dispute submitted to arbitration.
3. The dispute will be subject to resolution pursuant to the provisions of these Rules whether or not such resolution requires determination of a question of law if such question of law is an arbitral question of law as defined in the terms and conditions of the Contract.

4. Arbitral proceedings will be governed by and in accordance with the [Commercial Arbitration Act](#), R.S. 1985, c. 17 (2nd Supp.), the Code referred to therein, and the provisions of these Rules, and, subject only to the provisions of the [Commercial Arbitration Act](#), the parties agree that the determination and award of the Tribunal will be final and binding on both parties.
5. The Tribunal will not decide the dispute ex aequo et bono or as amiable compositeur.
6. The Tribunal will decide in accordance with the terms and conditions of the Contract and will take into account the usage of the trade applicable to the transaction.
7. The costs of the Tribunal and the arbitration will be shared equally by the parties and each party will bear its own costs.

GC8.11.4 Initiation of Proceedings

1. Either party may submit a dispute to binding arbitration pursuant to GC8.9, "Binding Arbitration", by giving notice in writing to the other party in accordance with GC2.3, "Notices".
2. The notice referred to in paragraph 1) above must contain the following:
 - a) a brief description of the Contract;
 - b) a statement of the issue(s) in dispute; and
 - c) a request that the dispute be referred to binding arbitration.
3. A copy of the notice referred to in paragraph 1) above must be given to the Coordinator at the same time it is given to the other party.
4. Unless otherwise agreed, the arbitration of the dispute will be held in abeyance and consolidated with all other such disputes into a single arbitration in accordance with paragraph 4) of GC8.9, "Binding Arbitration".

GC8.11.5 Appointment of Tribunal

1. No later than ten (10) working days following the date of commencement of arbitration proceedings as set out in paragraph 6) of GC8.9, "Binding Arbitration", the Coordinator will assemble and provide the parties with a list of qualified private sector arbitrators obtained from an independent and impartial entity, together with instructions to each party to individually and confidentially select and rank their preferred and fully acceptable choices of arbitrator in descending order.
2. Within ten (10) working days of receipt of the list referred to in paragraph 1) above, each party must comply with the instructions accompanying the list(s) and must deliver the completed listing to the Coordinator.
3. Within two (2) working days following receipt of the completed listings, the Coordinator will select the highest common ranked arbitrator to act as the Tribunal for the purposes of the arbitration.
4. In the event of a tie, the Coordinator will consult both parties to re-evaluate their rankings in order to assist the Coordinator in selecting a single arbitrator acceptable to both parties. If the parties cannot agree upon an arbitrator, the Coordinator will forthwith provide the parties with a second list of arbitrators and the procedure will be repeated.
5. In the event that, following the repeated procedure, the Coordinator again fails to select a single arbitrator acceptable to both parties, the Tribunal will consist of three (3) arbitrators, one (1) arbitrator appointed by each of the parties and the third arbitrator appointed by these two (2) arbitrators.
6. The Tribunal will in any event be composed of a person or persons who have experience in the subject matter of the dispute and are independent of either party. Without limiting the generality of the foregoing, the Tribunal will be at arm's length from both parties and will not be composed of members

of any company, firm, or agency which advises either party, nor will the Tribunal be composed of a person or persons who are otherwise regularly retained by such parties.

7. The parties agree that they will jointly enter into an agreement with the selected Tribunal, which agreement will be in a form drafted by the Coordinator and agreed to by the parties.
8. The parties agree that they will each bear their own costs. Fees and reasonable expenses of the Tribunal and reasonable expenses associated with the conduct of the arbitration will be borne equally by the parties.

GC8.11.6 Preliminary Meeting

Unless the parties to the arbitration and the Tribunal otherwise agree, the parties must meet with the Tribunal within ten (10) days of the Tribunal's appointment to

- a) settle the location of premises for proceedings and responsibilities for the arrangement;
- b) verify addresses for the delivery of written communications to each party and to the Tribunal;
- c) present to the Tribunal the issues to be resolved by means of the arbitration;
- d) estimate the length of time the hearing might take and the number of witnesses likely to be produced;
- e) determine if a stenographic record or any other type of recording of proceedings should be kept, or if any particular services, such as interpreters, translations or security measures should be provided; and
- f) determine any other matters pertinent to conduct of the arbitration.

GC8.11.7 Communications

1. Subject to paragraph 2) below, the Tribunal will not communicate with a party to the dispute except in the presence of the other party.
2. Notwithstanding paragraph 1) above, the Tribunal may communicate with the parties separately for the purpose of establishing procedures to be followed or setting the time of a meeting; other exceptions to the general rule will only be made with the consent in writing of all parties.
3. If a communication by the Tribunal to one party is in writing, a copy will be sent to the other party.
4. If a party sends any written communication to the Tribunal, a copy must be sent to the other party.
5. Any communication that is required or permitted to be given to the Tribunal or either party must be in writing and may be given by delivering the same by facsimile, electronic mail or by mail, postage prepaid, to the address established for the purposes of the Contract in the case of the parties, and to the address provided by the Tribunal in the case of the Tribunal, and such communication will be deemed to have been received in accordance with the provisions of GC2.3, "Notices".

GC8.11.8 Representation

The parties may be represented or assisted by any person during the arbitral proceedings.

GC8.11.9 Conduct of Proceedings

Subject to the provisions of these Rules, the Tribunal may conduct the arbitration in the manner it considers appropriate. The power conferred upon the Tribunal includes the power to determine the admissibility, relevance, materiality and weight of any evidence.

GC8.11.10 Place of Arbitration

The Tribunal may meet at any place it considers appropriate for hearing witnesses, experts or the parties, or for inspection of documents, goods or other property. The Tribunal will conduct on-site inspections at the request of either party. Any on-site inspections will be made in the presence of both parties and their representatives. The proceedings of any on-site inspections will be recorded as part of the hearing itself.

GC8.11.11 Time Limitations

1. The Tribunal may extend or abridge a period of time required in these Rules or fixed or determined by the Tribunal where the Tribunal considers it to be reasonable and appropriate.
2. Where any proceeding is terminated pursuant to paragraph 25(a) or 32 (2)(a) of the Code referred to in the [Commercial Arbitration Act](#), unless the respondent agrees otherwise in writing, such termination is deemed to be a final award dismissing the claim of the claimant.

GC8.11.12 Statement of Claim and Defence

1. Within ten (10) working days after the Tribunal has been appointed, the claimant must state, in writing, the facts supporting its claim, points at issue and relief or remedy sought, and must submit the statement to the respondent, the Coordinator, and the Tribunal.
2. Within ten (10) working days after receipt of the statement of claim, the respondent will state, in writing, its defence in respect of these particulars and any counterclaim and will submit its statement to the claimant, the Coordinator and the Tribunal.
3. Within five (5) working days after receipt of the statement of defence, the claimant may state, in writing, its response to the defence and to any counterclaim, and must submit its statement, if any, to the respondent, the Coordinator and the Tribunal.
4. A party may amend or supplement its statements during the course of arbitral proceedings unless the Tribunal considers it inappropriate to allow such amendment or supplement having regard to all circumstances including delay in making the amendment or supplement.
5. A statement may not be amended if the amended statement would fall outside the scope of the arbitration agreement.

GC8.11.13 Further Written Statements

The Tribunal may require or permit the presentation of further written statements by the parties and will fix the periods of time for submitting those statements.

GC8.11.14 Agreed Statement of Facts

1. Within a time period specified by the Tribunal, the parties must prepare and file with the Tribunal an agreed statement of facts including but not limited to a chronology of the project, schedules, quantities and progress payments. The Tribunal will make itself available, upon reasonable notice, to assist the parties to arrive at agreement on as many facts as possible under the circumstances.
2. Within a time period specified by the Tribunal, the parties must prepare and file with the Tribunal a common book of documents including all documents referred to in an agreed statement of facts and in statements of claim, defence and response.

GC8.11.15 Evidence

1. Each party must prove the facts relied upon to support its claim or defence.
2. Each party must deliver to the Tribunal and to the other party, within such period of time that the Tribunal determines, a copy of the documents and a summary of the other evidence that party intends to present in support of the facts in issue set out in its statement of claim, defence or response.
3. From time to time, the Tribunal may require the parties to produce documents, exhibits and other evidence within such period of time that the Tribunal may determine.

GC8.11.16 Hearings

1. All statements, documents or other information supplied to, or applications made to, the Tribunal by one party must be communicated to the other party, and any expert report or evidentiary document on which the Tribunal may rely in making its decision must be communicated to the parties at least eight (8) working days prior to its entry in evidence.
2. The parties will be given reasonably sufficient advance notice of any hearing of the Tribunal and any meeting of the Tribunal for the purpose of inspection of documents, goods or other property.
3. If a party intends to give evidence through a witness, the party must communicate to the Tribunal and to the other party, within such period that the Tribunal determines
 - a) the names, addresses and curriculum vitae of each of the witnesses it intends to present; and
 - b) the subject upon which those witnesses will give their testimony.
4. Each party will have the right to examine, cross-examine and re-examine all witnesses as appropriate.
5. All oral hearings and meetings in arbitral proceedings will be held "in camera".

GC8.11.17 Default

1. Where, without showing sufficient cause, the claimant fails to communicate its statement of claim in accordance with these Rules or within such further period of time permitted by the Tribunal under these Rules, the Tribunal will issue an order terminating the arbitral proceedings with respect to that claim.
2. An order made under paragraph 1) above does not affect a counterclaim made in respect of those arbitral proceedings.
3. Where, without showing sufficient cause, the respondent fails to communicate a statement of defence in accordance with these Rules, or within such further period of time permitted by the Tribunal under these Rules, the Tribunal will continue the arbitral proceedings without treating that failure in itself as an admission of the claimant's allegations.
4. Where, without showing sufficient cause, a party fails to appear at an oral hearing or produce documentary evidence, the Tribunal may continue the arbitral proceedings and make the arbitral award on the evidence before it.

GC8.11.18 Arbitral Decision

Unless otherwise agreed to by the parties, the Tribunal will make the award no later than thirty (30) days after completion of the arbitration hearings unless that time period is extended for an express period by the Tribunal on written notice to each party, due to illness or other cause beyond the Tribunal's control.

7.22 GC9 Contract Security

GC9.1 Obligation to Provide Contract Security

1. The Contractor must, at the Contractor's expense and within fourteen (14) days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2, "Types and Amounts of Contract Security".
2. If the whole or a part of the Contract Security provided is in the form of a security deposit, it must be held and disposed of in accordance with GC5.14, "Return of Security Deposit", and GC7.4, "Security Deposit - Forfeiture or Return".
3. If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor must post a copy of that bond at the site of the Work.
4. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

GC9.2 Types and Amounts of Contract Security

1. The Contractor must deliver to Canada either (a) or (b).
 - a) A performance bond and a labour and material payment bond each in an amount that is equal to not less than fifty (50) percent of the Contract Amount (excluding applicable tax(es)).
 - b) A security deposit or an irrevocable standby letter of credit in an amount that is equal to not less than twenty (20) percent of the Contract Amount (excluding applicable tax(es)).
2. A performance bond (form [PWGSC-TPSGC 505](#)) and a labour and material payment bond (form [PWGSC-TPSGC 506](#)) referred to in subparagraph 1)(a) above must be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, [Acceptable Bonding Companies](#)) that is approved by Canada.
3. A security deposit referred to in subparagraph 1)(b) above must be in the form of
 - a) a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3)(a) above
 - a) a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4)(c) below, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c) An approved financial institution is

-
- i. a corporation or institution that is a member of the Canadian Payments Association (Payments Canada) as defined in the *Canadian Payments Act*;
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the *Income Tax Act*; or
 - v. Canada Post Corporation.
 - 5. Bonds referred to in subparagraph 3)(b) above must be provided on the basis of their market value current at the date of the Contract, and must be
 - a) made payable to bearer; or
 - b) accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c) registered as to principal, or as to principal and interest, in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
 - 6. An irrevocable standby letter of credit referred to in subparagraph 1)(b) above must
 - a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b) state the face amount that may be drawn against it;
 - c) state its expiry date;
 - d) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by Canada;
 - e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

7.23 GC10 Insurance

In addition to the insurance terms below, see Annex C- Certificate of Insurance.

GC10.1 Insurance Contracts

1. The Contractor must, at the contractor's expense, obtain and maintain insurance contracts in respect of the work and must provide evidence thereof to Canada in accordance with the requirements of the "Insurance Terms".
2. Before start of the Work, and no later than fourteen (14) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached as Annex C.
3. On request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor under the Certificate of Insurance.
4. The insurance policies must be endorsed to provide Canada and any additional insured with not less than thirty (30) days' notice in writing in advance of a cancellation of insurance or any reduction in coverage.
5. 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.

GC10.2 Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

GC10.3 Risk Management

The provisions of the insurance coverage requirements contained in the Contract are not intended to cover all of the Contractor's obligations under GC1.6, "Indemnification by the Contractor". Any additional risk management measures or additional insurance coverage the Contractor may deem necessary to fulfill the Contractor's obligations under GC1.6 will be at the Contractor's discretion and expense.

GC10.4 Payment of Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

GC10.5 Notification Provisions and Insurance of Subcontractors

1. Each insurance policy must contain a provision that thirty (30) days prior written notice must be given by the Insurer to Canada in the event of any material change in or cancellation of coverage. Any such notice received by the Contractor must be transmitted forthwith to the Departmental Representative.
2. Where work is being performed by subcontractors, the Contractor must require subcontractors to effect and maintain insurance coverage appropriate to the work being performed which is at least equal to the requirements contained in this document.

Solicitation No. - N° de l'invitation
C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG365

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG365 C1111-190042

ANNEX A PRICING TABLE

List of Deliverables and Total Bid Amount Calculation: The Bidder acknowledges that the dollar amounts entered in the "Price to Complete" column are provided for the information and guidance of the persons managing and administering any subsequent contract and agrees that each individual "Price to Complete" may, from time to time, have to be adjusted as the plans and specification are further developed. The Bidder warrants that the Total Bid Amount is a firm lump sum price to complete all work and requirements as set out in the Statement of Work.

TABLE 1		
The Total Bid Amount will be evaluated with figures from Item 1 to Item 14		
Item	Description of Services	Total Firm Price to Complete, excluding Applicable Taxes
Site, Pavilion Construction & Public Presentation		
1	a) Civil Works	\$
2	b) Shell, Core and Utilities	\$
3	c) Interior Fit Out	\$
4	d) Site Work	\$
5	e) Furniture, Fixtures and Equipment	\$
6	f) Exhibit Supply and Installation	\$
Subtotal of Site, Pavilion Construction and Public Presentation:		\$
Operations		
7	Stage 6 a) Public Presentation Operation	\$
8	Stage 6 b) Facilities and Maintenance	\$
Sub-Total, Operations		\$
Dismantling		
9	Stage 7 Dismantling and Plot Repossession	\$
10	Shipping Canada's Assets back to Ottawa, Ontario, Canada	\$
11	Disposal of waste materials	\$
Sub-Total Dismantling		
TOTAL BID AMOUNT FOR EVALAUTION PURPOSES, ALL EXCLUDING APPLICABLE TAXES:		\$
Note: Any errors in the addition of the unit prices amounts above will be corrected by Canada to obtain the Total Bid Amount. In the case of error in the addition of unit prices, the unit price will govern.		

ANNEX B – STATEMENT OF WORK (SOW)

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PART A – PROJECT OVERVIEW

A 1.0 Introduction

In 2016, the Honourable Mélanie Joly, then Minister of Canadian Heritage, signed the Guest of Honour Agreement with the Frankfurter Buchmesse GmbH to be the Frankfurt Buchmesse's (Frankfurt Book Fair (FBF)) Guest of Honour (GoH) country for 2020. Each year, the Frankfurt Book Fair showcases a GoH country to highlight its rich literary, cultural and linguistic heritage to global industry representatives. Canada will be the GoH in 2020.

The book fair will take place over 5 days from October 14-18, 2020.

As the GoH, Canada will occupy a space of approximately 2200 m², within which it will host events and activities over the course of the 5-day event.

A 2.0 General Requirement of the Canada pavilion at the Frankfurt bookfair, 2020

CANADA is seeking the build, and facility management services of a partnership, proprietorship, firm, joint venture, consortium or corporation that will work with the CANADA Frankfurt 2020 Initiative team to build-operate-maintain-dismantle the Canada Pavilion and its Public Presentation components for the Frankfurt Book Fair 2020 in Frankfurt, Germany.

The Contractor will be expected to build the space allocated to Canada, based on the design concept, provided by the Artistic Design Firm, as well as the technical and other requirements, provided by the FBF [Annex E].

The Contractor must complete all of the work for the opening of the Canada Pavilion on October 12, 2020, as well as all tasks associated with the continuing operation and maintenance of the Public Presentation in the Canada Pavilion and throughout the Frankfurt Book Fair, which ends on October 18, 2020. The requirement also includes the dismantling of the Canada Pavilion and pavilion components, restoration of the site to a hand-over state, the return of pavilion components to Canada as determined by CANADA, and the completion of related documentation. The end date for the build-operate-maintain-dismantle contract is anticipated to be no later than February 26, 2021.

A 3.0 Frankfurt Book Fair 2020, Germany

A 3.1 Frankfurt Book Fair 2020 Location

The Frankfurt Book Fair Site is located in Frankfurt, Germany and covers the equivalent of approximately 600,000 square meters.

A 4.0 Canada at Frankfurt Book Fair 2020

A 4.1 General Objectives

In addition to the promotion of Canada's book publishing sector, the main objectives of the GoH space will be to support Canada's cultural trade sector, including:

- the support of investment in Canada's creators and cultural entrepreneurs;
- the enhancement of Canadian works' discoverability in international markets; and,
- the increase in Canada's creative industries export profitability.

A 4.2 Canada Pavilion Visual Identity and Guiding Principles

The visual identity for Canada's Guest of Honour Pavilion was developed in collaboration with our partner, Canada FBM2020. Background information on the visual identity is included as Annex D.

The guiding principles of Canada's GoH presence are:

- innovation in the creative industries;
- the promotion of women and youth; and,
- reconciliation with Indigenous peoples.

A 4.3 Canada Pavilion Artistic Vision

See Annex D

A 4.4 Overview of Canada's Participation

Canada's overall participation at FBF 2020 will consist of the following main components:

A 4.4.1 Canada Pavilion

The Canada Pavilion consists of four (4) main areas:

- a. the Public Presentations which include
 - o interactive exhibitions
 - o two (2) stages;

- o “Books on...” exhibition;
- b. a café area;
- c. the shared information counter; and
- d. the General Office areas (located on the floor below the Canada Pavilion).

The main component of the Canada Pavilion is the Public Presentation area, which provides the thematic visitor experience.

A 4.4.2 Cultural Program

The Cultural Program will be developed separately from this resulting contract. It is part of the complementary and FBF related programming activities, and will be developed to contribute to Canada’s objectives for the GoH Program. It will represent, to the degree possible, the spectrum of Canada’s artistic and cultural products during the year leading up to and including the Book Fair in 2020. The Cultural Program is a vehicle to increase Canada’s visibility on and off-site, as well as attract visitors to the Canada Pavilion.

A 4.5 Canada Pavilion Location

The Canada Pavilion will be located inside an existing, large exhibition building on the grounds of the Frankfurt Book Fair, which leases its space from the Messe Frankfurt company. The Canada Pavilion will be located on the second floor of the ‘Forum’ building in the ‘Panorama Salle’, with the Contractor and GoH administrative offices located on the first floor in the same building. Plans of the building as well as the floor plan for the GoH space in the Panorama Salle can be found in **Annex E**.

A 4.6 Pavilion Size, Description and Site Design

Canada’s Guest of Honour Pavilion will be approximately 2,200 m² and will be built within the existing FBF structure mentioned in Section A 4.5. The following is an overview of the space:

- a. the space is approximately 30 metres x 67 metres;
- b. the stud is approximately 8 metres and it is 6 metres to the ceiling hooks that can be used for suspension;
- c. one (1) wall is entirely glass, leading to a narrow balcony that looks over the Agora (outdoor plaza/square);
- d. the other three walls are solid with access points in approximately seven (7) locations around the perimeter;
- e. a 3 metre border around the edge of the space must remain clear at all times;
- f. a 3 metre pathway through the centre of the Canada Pavilion (running across the width) must remain clear at all times (alternatively, two (2) 3 metre pathways, dividing the space in thirds, can be used);
- g. there will be 10 days to install the Canada Pavilion and the Public Presentations. (Days 1-8 will be for the set-up; day 9 will be for internal sign-off; Day 10 will be for sign-off by the Frankfurt Book Fair (FBF) authorities);

- h. water and power service connections are in the floor;
- i. power will be provided by the FBF; and
- j. the flooring is made of wood and must be protected from all construction activities and Public Presentation installations.

A 4.7 Visitor Capacity and Flow

The FBF expects approximately 300,000 visitors annually. The Canada Pavilion will see approximately 20% of these visitors over the course of the five (5) days of operations, based on traffic received by previous Guests of Honour statistics.

The Canada Pavilion will operate for up to 15 hours per day over the five-day event. The weekdays are open to industry only and the public will have access to visit the Canada Pavilion and the FBF sites over the weekend.

Regular operational hours to guests from October 14-18, 2020 will be as follows:

Tuesday, October 13, 2020: TBC (invitation only)
Wednesday, October 14, 2020: 9:00 a.m. to 6:30 p.m.
Thursday, October 15, 2020: 9:00 a.m. to 6:30 p.m.
Friday, October 16, 2020: 9:00 a.m. to 6:30 p.m.
Saturday, October 17, 2020: 9:00 a.m. to 6:30 p.m.
Sunday, October 18, 2020: 9:00 a.m. to 5:30 p.m.

It should be noted that the FBF will also be open on Tuesday, October 13, 2020 for private events only, including the Canada Pavilion. Additionally, the Canada Pavilion may remain open for evening activities after the regular operational hours of the Book Fair.

A 4.8 Visitor Experience

The Canada Pavilion is a showcase for Canada's creative industries. In particular, it will highlight Canada's book publishing and literary industry; however, it must also be able to accommodate other creative industry disciplines, including, but not limited to: multimedia, music, dance, handcrafts, etc. In addition, it must also be able to support live and taped audio and/or video broadcasts.

The Contractor must realize the artistic design produced by the Artistic Design Firm, and approved by CANADA and its partners. The Contractor will be required to render the artistic design documents [Annex D] into the necessary construction documents and build the Canada Pavilion in the space provided by the FBF.

The Contractor must respect the artistic design and manage the development and implementation of this concept, created specifically for this project.

The build must comply with the appropriate regulations, as laid out by CANADA and its partners, as well as the FBF and the technical authorities in Germany.

PART B – canada pavilion

In this section, reference to tasks and deliverables during any and all stages of the project is not intended to be exhaustive. Also, please note that the information provided in this section is the information currently available regarding the overall requirement for the Canada Pavilion project at FBF 2020.

B 1.0 Overview

The Contractor's role and responsibilities, as well as the scope of work and the method of delivery will vary in this multi-phase project.

The Contractor must develop, build and operate the artistic design laid out by the Artistic Design Firm, detailing the entire Canada Pavilion including the Public Presentation areas that will form the visitor experience at FBF 2020. The proposal must be feasible with respect to the project parameters, allocated pavilion space, budget constraints, technical requirements and the established timeframe.

The Contractor is responsible for the technical design, fabrication, installation, operation, and dismantling of all the infrastructure components of the Canada Pavilion including the Public Presentation. Additionally, the Contractor may be called on to undertake the research for some of the content of the Public Presentation (for example, multimedia content for some screens), referenced in Annex D.

The Contractor must develop all interior design, drawings, reports, construction/fit-up drawings and documents. The Contractor is responsible for the provision of furniture, furnishings and equipment for the Canada Pavilion in addition to any required shipping and handling of components and material. Shipping and handling should be avoided except where quality of equipment and material is equivalent, and price to rent/purchase and ship is lower than to acquire products locally (i.e. in Germany).

Throughout the project, the Contractor must provide project management services in areas of time management, planning, scheduling and control, estimating and cost planning, and risk management in order to ensure that the Work respects the overall budget and time limit.

The Contractor must also provide all services associated with the continuing operation and maintenance of the Canada Pavilion throughout the five-day Fair period, as well as the opening day on Tuesday October 13. This includes, but is not limited to the dismantling of the pavilion components, restoration of its site to a hand-over state, the return of CANADA (or its partners') equipment to Canada (to the National Capital Region to be identified by CANADA) and the completion of related documentation.

B 2.0 Canada Pavilion General Guidelines

B 2.1 Site and Building Services

The Fair Organizer will provide potable water, power, and telecommunication points. The Contractor must connect these services to comply with the appropriate regulations, as laid out by CANADA and its partners, as well as the FBF and the technical authorities in Germany. Exact location is denoted on the plot sheets, refer to Annex E.

B 2.2 Universal Access and Inclusive Design

The Contractor must ensure that the Canada Pavilion and its Public Presentations are accessible to all visitors and that all areas of the Canada Pavilion conforms to CSA Standard CAN CSA B-651 18 “Accessible Design for the Built Environment” and any appropriate regulations, as laid out by CANADA, the FBF, and the technical authorities in Germany on universal access and inclusive design.

B 2.3 Sustainable Development

The Contractor must take into account the principles of minimizing environmental impacts through the entire lifecycle of the project, targeting carbon neutrality, recycling, and re-use to influence the choice of materials and construction methods for the entire Canada Pavilion project. The services provided by the Contractor must minimize waste and optimize the use of materials that can be recycled or re-used.

The Contractor must employ the following guiding principles throughout all stages of design. These principles include, but are not limited to:

- a. provision of adequate facilities to promote waste recycling programs;
- b. specification of renewable, recycled content, durable and maintainable materials;
- c. specification of environmentally sound building materials;
- d. specification of low maintenance systems and finishes;
- e. specification of low embodied energy building materials being the total energy used in growing, extracting, manufacturing, and transport of a product;
- f. conscious design and construction planning to minimize construction and demolition waste.

Refer to <https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html> for general information regarding Greening Government of Canada websites on ‘Sustainable Buildings’.

B 2.4 Construction Regulations and Environmental Legislation

The Contractor must comply with the Messe Frankfurt Technical Guidelines (Annex E) for the planning and realization of construction work in Frankfurt, Germany.

The Contractor must comply with the appropriate environmental regulations, as laid out by CANADA, the FBF and the technical authorities in Germany, in compliance with the Messe Frankfurt Technical Guidelines (Annex E). The Contractor must be environmentally responsible in terms of the approach to material selection, construction techniques and, operations and maintenance of the Canada Pavilion and ensure that the fit-up of the Canada Pavilion demonstrates operational practices that optimizes high-performance with reduced environmental impacts.

B 2.5 Space Use and Fit-up

The Work must include interior space use and design, and must accommodate a program of space requirements as outlined in B 4.0 Space Requirements. Coordination and confirmation of the space use requirements are part of the Schematic Design stage.

The Contractor must account for adequate soundproofing and sound control to ensure no sound bleed between the Public Presentation areas, in particular between the two stage areas.

B 2.6 Materials and Finishes

All materials selected for the project, whether for construction or finishes, must consider the highest most applicable level of re-usability and environmentally friendly approach in its selection. Consideration should be given to utilizing recycled Canadian products throughout the Canada Pavilion, where the cost of doing so and shipping them to Germany is not more expensive than purchasing or renting the same quality materials in Germany.

In general, all materials and finishes proposed and selected by the Contractor shall be coordinated with colour schemes proposed by the Artistic Design Firm and other elements, such as, the visual identity.

Floor coverings must be sufficiently durable to withstand anticipated use, easy to maintain and slip resistant.

Paint used on any surface must be non-toxic, washable, conform to all environmental performance indicators and conform to the applicable codes concerning flammability factors and fire prevention safety standards.

All showcases or furnishings that house artwork, display products, audio-visual and interactive equipment must be anti-theft and anti-vandalism, but have accessibility for repair and cleaning.

B 2.7 Furniture, Furnishings and Storage

The Contractor must temporarily (through the operations period) provide the furniture, furnishings and associated storage for the Canada Pavilion and all other identified sites. The installation, shipping, handling and storage of the furniture is the responsibility of the

Contractor.

Wherever possible, the contractor **shall** rent equipment and furnishings. If, for the completion of this project, the Contractor **must** purchase equipment, it must do so at its own expense and the cost of the purchase must not form part of the Contractor's estimates. If, for the success of the project, the Contractor must purchase equipment (e.g. lights, specialized electronics), this equipment becomes the property of CANADA and must be factored into the shipping costs, included in the estimates.

Furniture requirements must include all seating, workstations, countertops, desks, tables and boardroom table.

Storage requirements must include any type of filing cabinet requirement, locker storage, all types of shelving requirements, safes, as well as mobile pedestals for all workstations.

Any whiteboards or tack boards, or any other furniture or office accessory identified as required must form part of the furniture and storage requirements.

B 2.8 Interior Décor

It is the responsibility of the Contractor to work with the Artistic Design Firm to confirm a décor look-and-feel that reflects Canada, including finishes, furnishings and colour schemes for the Canada Pavilion, including the information counter located in the hall adjacent to the Canada Pavilion. The décor elements should highlight Canadian artists and products. General Office areas must reflect an approach appropriate to the temporary nature of this function.

B 2.9 Equipment

The Contractor must temporarily (throughout the operations period) supply, install, operate and/or maintain all equipment required to meet the Canada Pavilion, as well as identified site and office requirements with the exception of work laptops for use by the CANADA staff.

Wherever possible, the contractor **shall** rent equipment and furnishings. If, for the completion of this project, the Contractor **must** purchase equipment, it must do so at its own expense and the cost of the purchase must not form part of the Contractor's estimates. If, for the success of the project, the Contractor must purchase equipment (e.g. lights, specialized electronics), this equipment becomes the property of CANADA and must be factored into the shipping costs, included in the estimates.

B 2.9.1 Office Equipment

The general office equipment to be purchased/supplied by CANADA (should not be considered as a final list at this time), but to be shipped to Frankfurt and the FBF site and returned to Canada by the Contractor is:

- a. Workstations for up to 12 people simultaneously;

- b. 12 Computer monitors (with cables to attach to PCH work laptops); 3 printers/photocopiers with colour and double-sided printing capability;
- c. 3 analog phones;
- d. 1 safe; 2 shredders;
- e. 12 task chairs;
- f. 25 meeting-style tables
- g. 60 meeting-style chairs;
- h. 3 full-length mirrors;
- i. 1 clothes-steamer;
- j. 4 floor-standing fans;
- k. 4 coat racks and enough hangers for up to 200 jackets;
- l. 5 white boards;
- m. 6 sofas and/or love seats;
- n. 8 lounge chairs; and,
- o. 4 water coolers.

B 2.9.2 Equipment Requirements for Public Presentation Areas

The Contractor must provide equipment to meet the following Public Presentation requirements:

- 1. for the interactive exhibits:
 - a. as per the equipment list to be identified by the Artistic Design Firm in the Schematic Design phase; and
 - b. provide eight (8) touch screen pads, directional speakers and/or headphones for the interactive terminals.
- 2. for the stage areas:
 - a. transmission capacity for plug-and-play broadcasts (audio and video) including but not limited to a Facebook Live;
 - b. audio equipment capable of providing an isolated signal of all audio channels from stage performances, hosts, playback material, etc., for a mobile broadcast facility. The Contractor will provide technical crew with knowledge and experience in the production of live broadcasts;
 - c. provide television quality stage lighting for any performances, host positions, sets and a general wash of the viewing audience;
 - d. supply intercom equipment capable of isolating different disciplines (stage managers, lighting, audio, video, etc.), and provide those signals to a mobile broadcast facility as deemed necessary;
 - e. provide video production equipment for playback, including a screen for the

main stage;

- f. provide wireless management coordination services for the technical production as well as media requests of all live shows, including a media box for interviews;
- g. provide hardwired audio signals with gain control to simultaneous interpreters and provide simultaneous interpretation and translation equipment for (100) people; and
- h. any other equipment to be identified by the Artistic Design Firm for the stage in the Schematic Design phase.

The Contractor must supply and install all equipment required to meet the Public Presentation requirements. Any audio-visual, film, video and/or multimedia elements or components proposed, as part of the Public Presentation areas shall be of a professional quality.

B 2.9.3 Café Equipment

The Contractor must supply, install and maintain a café stand within the Canada Pavilion. This includes the provision of proper hook-ups, connections and power supply. The equipment required includes, but is not limited to:

- a. refrigeration equipment for beverage storage;
- b. counter and sink;
- c. storage space for serving wear; and
- d. a bar / serving area.

The café area must also include a set up to accommodate 30 guests that include tables and chairs. As the Canada Pavilion may be hosting events after regular operational hours, these tables and chairs must be easily moveable to accommodate guests.

Café equipment specifications must be coordinated with Messe Frankfurt's sub-contractors and submitted for review and approval by the Project Authority during the construction stages of the project.

B 2.9.4 Data and Telecommunications Equipment

In compliance with Messe Frankfurt Technical Guidelines (Annex E), the Contractor must supply and install all data and telecommunications equipment for non-CANADA staff and infrastructure required for the effective and continuous operation of the Canada Pavilion.

The Contractor must include as part of their costs any data and telecommunications equipment for the Operation and Maintenance component of the Contract.

B 2.10 Structural

The Contractor must ensure that all stage and exhibit structures are designed and delivered to adequately support the needs of the Public Presentations.

B 2.11 Mechanical

The Contractor must supply and install all equipment, conduit, piping, ducting, fittings and fixtures, required for any HVAC systems, plumbing, fire protection, and building systems controls service for all areas of the Canada Pavilion required to meet the needs of the artistic design and not already provided by Messe Frankfurt. The Contractor must coordinate with the Fair Organizers to control the temperature and humidity levels inside the Canada Pavilion in order to maintain and meet code requirements as well as to ensure comfortable levels for all occupants during the operational period.

B 2.12 Fire and Life Safety

The layout and construction of the Canadian Pavilion must adhere to the German building codes, local and national standards as well as adhering to Messe Frankfurt's Technical Guidelines in Annex E, with particular focus on, but not limited to:

- Rescue routes;
- Exits, rescue routes, doors;
- Safety equipment; and
- Fire protection and safety regulations.

In addition, the Contractor must ensure to coordinate an evacuation plan with the FBF Organizer.

B 2.13 Electrical

The Contractor must distribute all electrical cabling and conduit to all areas of the Canada Pavilion's Public Presentations and identified sites on the fair grounds. The specific requirements related to number of outlets, switching and other control requirements, in each area and/or workspace will be developed during the design stages of the project and will be coordinated with CANADA for all equipment.

The Contractor must provide information regarding specific power requirements for the Public Presentation areas and will confirm all equipment requirements for coordination during design. The Contractor must ensure that equipment selection and technical design fits within existing infrastructure capacities of the Forum building.

The Contractor must supply a backup power-supply to keep, as a minimum if required (refer to Messe Frankfurt Technical Guidelines in Annex E), emergency lighting systems operational in the event of a power failure at the Canada pavilion. This back-up power-supply should be located on the plot in a manner that will effectively mitigate potential noise, air quality and visual impact in the final design. Back-up power-supply must operate within the project noise/sound specifications.

B 2.14 Data and Telecommunications

The Contractor shall supply and coordinate all installation, maintenance and cable distribution for all network, communications and telecommunications requirements throughout the Canada Pavilion (including the information counter) and the General Office areas, through Messe Frankfurt's sub-contractors. Cabling should meet Messe Frankfurt's technical requirements according to Annex E and be fire rated for the distribution mechanism (i.e. plenum, tray or conduit). They shall also coordinate any network, communications, and telecommunications work to be done.

The Contractor must ensure that all office spaces have telephone and LAN connections to meet the workplace needs and shall coordinate with CANADA all LAN and telecom requirements for review and approval as part of all design stages of the project.

Each office and workspace will have minimum of 2 CAT5E cable runs. That will give the flexibility on using them for data or analog phones.

B 2.15 Lighting

Lighting must be provided throughout the Canada Pavilion to reinforce and support the artistic design, the aesthetic qualities of interior spaces as well as the stage lighting requirements.

The Contractor, in collaboration with the Artistic Design Firm, must integrate a lighting design package for all Public Presentation areas. The Contractor must ensure power distribution, structural, and mechanical infrastructure is provided to support the Public Presentation space lighting requirements for interior spaces within the infrastructure capacities of the Forum building.

Supply and installation of all lighting equipment, including fixtures, controls and any additional emergency lighting, for all areas of the Canada Pavilion interior will be the responsibility of the Contractor.

B 2.16 Security Requirements

The Contractor must install all security wiring and coordinate all security requirements as they relate to door hardware, and electronic access devices with CANADA and their security representatives during the design stages of the project, where appropriate, as well as work with CANADA to ensure Duty of Care of GOC property and employees.

B 2.17 Wayfinding and Signage

All pavilion signage and wayfinding, must conform to the Messe Frankfurt Technical Guidelines (Annex E). All wayfinding and signage is required to be in English, French and German, and must take into consideration the design and communications features of the

Canada Pavilion.

The Contractor must provide all wayfinding and signage, including interpretation panels, in all areas of the Canada Pavilion and site as required to meet program and code requirements. The Canada Pavilion must be a non-smoking building in accordance with the Canada *Non-smokers' Health Act*. As such, proper non-smoking signage must be provided in strategic areas throughout the Canada Pavilion.

Signage is also required as part of the overall exterior on-site design and treatment, and must also be coordinated with Messe Frankfurt. The Contractor must develop an integrated wayfinding and signage production package, if required, for presentation and approval by CANADA's Communications Branch at PCH.

B 3.0 Public Presentation General Guidelines

The intent of this section is to provide some guidelines regarding the overall requirement for the Public Presentations at FBF 2020.

The Contractor must provide and install all required physical infrastructure elements of the Public Presentation, including but not limited to projectors, furniture, screens, display elements such as special tables, cases or other surfaces. In some cases, (e.g. type of projectors) the type of element will be specified by the Artistic Design Firm.

While key creative content elements (i.e. lighting design, digital content for projection, etc.) for the Public Presentation will be designed and produced by the Artistic Design Firm, the Contractor may be required to produce and/or coordinate the format of some of the Public Presentation content, including but not limited to multimedia and/or film presentations, exhibitions, artistic installations, interactive virtual and/or tactile experiences within the Canada Pavilion. These elements must be developed from the artistic vision, referenced in Annex D, unless otherwise indicated. In some cases, the Contractor will be required to integrate the Cultural Program provided by CANADA and its partners (e.g. multimedia, sound or virtual reality) into the Public Presentation components.

Because of the trilingual (English, French, German) content of the Canada Pavilion, and the cross-generational nature of the audience, it is anticipated that the messages in the Canada Pavilion will be conveyed through visual, auditory, interactive and other experiential means. It is anticipated that Public Presentation elements such as images, colours, movement, music and sound effects will be creatively paced, combined and juxtaposed to shape the impressions, emotions and intuitive understandings of the audience and deliver the intended GoH themes and messages. The Public Presentation, along with the Cultural Program, will be informative, innovative, engaging, but also entertaining. The overall impression shall culminate in a consistent, impressive and powerful conclusion that requires minimal human intervention, e.g. hosting staff/volunteers, to support or explain the displays.

The following elements must form part of the final design:

- a. space for a high-impact immersive interactive exhibitions;

- b. two (2) stages/performance areas (one larger; one more intimate) for performances, author readings, panel discussions or other related activities. Both stage areas should have a large monitor in close proximity that can be integrated into performances/activities taking place on the stages. This area will also need to accommodate booths for simultaneous translation;
- c. space and shelving for the international book exhibition "Books on ..." (literature from the guest country in translation and international books on the GoH country), organized by the Frankfurt Book Fair. Space and the shelves for ca. 1,500 books (frontal presentation) should be reserved in the Canada Pavilion;
- d. an open space where visitors of the Canada Pavilion may read books from the "Books On..." exhibit;
- e. include a discrete space for media interviews that must include easy access to a media box;
- f. include a hospitality area – a café for daytime visitors, happy hours and for catering VIP events that can be configured to manage crowds;
- g. space for eight (8) interactive terminals consisting of a touch screen, directional loudspeaker and/or headphones, computer and support structure for the screen;
- h. space for approximately 12, 60" monitors; and,
- i. a general information counter for six (6) people in the foyer adjoining the Canada Pavilion, with possible display structures and/or an area for book sales.

In addition to the development and coordination of the Public Presentation elements and all related content, the Contractor must also ensure the continuing operation and maintenance of both the technical and equipment elements related to the Public Presentation. The requirement also consists of the dismantling of the Public Presentations and the return of materials and components to Canada, where required.

The Contractor must consult on a regular basis with the Project Authority and the subject matter experts identified by CANADA.

B 4.0 Space requirements

The following sub-sections in B 4.0 confirms the space requirements for the entire Canada Pavilion and describes the furnishing, and other equipment and specific requirements that will be the responsibility of the Contractor unless otherwise noted.

The Canada Pavilion layout must permit ease of entry and exit for visitors and ensure that the Public Presentation areas are designed to allow for the steady flow of a large number of people at all times. The design must also incorporate plans for visitor control and flow throughout the Public Presentation areas.

All final proposed space areas must be presented to CANADA for final validation and coordination before approval.

B 4.1 Public Presentation Areas and Other Canada Pavilion Areas

B 4.1.1 Public Presentation Areas

The final overall space requirement for the Public Presentation areas must be defined and approved by CANADA during the Schematic Design stage. The Public Presentation area is the most spacious area of the Canada Pavilion and must fill the approximately 2200 square meters.

B 4.1.2 Café

The Café within the Canada Pavilion will be open during regular operational hours to serve beverages and snacks to guests, with a seated area to accommodate up to 30 guests. This area will also be used for private functions, networking events and other meetings outside of regular operational hours.

B 4.2 General Office Area

The Frankfurt Book Fair provides the Guest of Honour country with administrative space that includes four (4) rooms for work and meetings (see Annex E). Office furniture can be rented from the Messe Frankfurt's sub-contractors (Annex E).

The prime consideration for the design of the General Office area is ergonomic furniture and an efficient use of space that is an open concept. Up to twenty (20) people must be accommodated for the Contractor, CANADA and its partners, with one (1) of the rooms to function as a VIP briefing room and/or artist green room. The requirement includes:

B 4.3 Garbage and Recycling

The Contractor must ensure that the garbage and recycling requirements for the Canada Pavilion meets the recycling requirements that exist on the Frankfurt Fair Grounds for types and quantities of containers. These must be coordinated with the Fair Organizer's overall plans for garbage management for the FBF site as a whole.

The locations and quantities for garbage cans and recycling bins must be carefully considered in terms of the public spaces and the office area. Garbage and recycling containers located throughout the Canada Pavilion must be contained within neatly designated and discrete areas that will not visually stand out as a garbage area. Garbage and recycling within the General Office areas must also be located within a reasonably designed area. Individual garbage and recycling at workstations is not seen as necessary, as long as access to garbage areas does not disrupt the office operations.

PART C – project administration

C 1.0 Site Office for Contractor in CANADA - general office space

Immediately after official access to the FBF site, the Contractor will be given access to one of the general offices, provided by the FBF.

A general office will be used by the Contractor and up to four (4) CANADA representatives who will be on site for Canada Pavilion related tasks, meetings with the Contractor and site inspectors, and will be accessible after the exposition closes during the dismantling, recycling and return stage.

The Contractor will be responsible for ensuring it has the required equipment to work in this space and to inform CANADA, of all equipment requirements to ensure the office space can accommodate the Contractor and CANADA's needs. In the event the Contractor has access to an existing office in the Frankfurt area (either through an owned, leased or partner's space), it may use that office; however, use of the Contractor's local office should not incur any additional costs to this project (by, for example, requiring additional rental costs to the Contractor).

C 2.0 Contractor's Roles and Responsibilities

The roles and responsibilities outlined in this section of the RFP identify the minimum requirement of the key personnel forming part of the Contractor's team that are required during all phases and stages of the project.

C 2.1 Project Coordinator

1. The Project Coordinator is responsible for the coordination, delivery and quality of all Work performed by the Contractor.
2. The Project Coordinator is responsible for coordinating and reporting on all the project management elements of the project such as time management, planning, scheduling and control, estimating and cost planning, and risk management, throughout the project.
3. The Project Coordinator is responsible for establishing and maintaining a clear and working communications strategy throughout the project with all stakeholders. The Project Coordinator must ensure that a clear communications contact is identified and maintained for all major areas of the project, with particular attention to the Fair Organizer, the Project Authority, and each major Contractor's team component.
4. The Project Coordinator must be the prime contact for the Contractor's team and the Project Authority, the Contracting Authority and the Fair Organizer.
5. The Project Coordinator must ensure that the licenses of their consultants and contractors are valid and active throughout the contractual period in the jurisdiction of Germany.

C 2.2 Germany Component / Architect of Record

Where the Contractor does not have the required registration or qualification to carry out work in Germany, the Contractor must, as part of his/her team, appoint an Architect of Record and a locally qualified contractor to respectively take responsibility for the architectural design and construction in order to obtain all required permits and approvals.

It is anticipated that a large part of the Germany component of the Contractor's team will be the construction component of the team, including resident site services and construction management services.

In some cases, the Contractor may be required to work with German sub-contractors on the Messe Frankfurt site. Here is the list of German sub-contractors with which the Contractor may be required to work: <https://www.buchmesse.de/en/service/service-contractors> (available in English and German only).

In cases where German sub-contractors already have pricing for services, these costs should be included in the Contractor's financial submission. In cases where pricing does not exist, the Contractor may provide its own estimates, to be revised once the winning Contractor has been able to communicate with the required German sub-contractors.

C 2.3 Personnel on Site and FBF Accreditation

The Contractor must appoint a qualified Superintendent to take full responsibility of the construction activities and ensure compliance of works with the rules and regulations of the Fair Organizer and the statutory authorities. The Superintendent must manage the assurance and technical functions as well as the schedule to ensure timely delivery of the Work.

The Contractor must ensure that sufficient skilled personnel are provided on site to meet all requirements of the Project. Personnel on site that will be required for the construction, installation and dismantling portions of the work must remain on site until all the required quality control reviews and inspections by the necessary authorities from the FBF, Canada, and the German authorities are completed.

On site personnel must be duly qualified and accredited members of such organizations, associations and labour movements as may lawfully be required by the FBF and Germany, and must carry the necessary credentials identifying such memberships on their persons. The Contractor must work with the Frankfurt Book Fair organization to coordinate accreditation for all required personnel.

The on-site presence of the Contractor's team and personnel must in no way interfere with or hinder the progress or operations of the other companies or workers in adjacent areas or other locations of the subject event.

C 3.0 Schedule Information

The construction schedule may vary to some degree, based on the regulations of the FBF and the date of Contract signing; however, the Canada Pavilion must be completed and operational no later than **October 12, 2020**. The Canada Pavilion must also be dismantled and the site returned to its original state by **October 30, 2020**.

Any changes to the schedule must be reviewed and approved by CANADA, and must fall within the established deadlines.

C 4.0 Language Requirements

The Government of Canada is under the obligation to respect the spirit and the letter of the Official Languages Act (Canada). It is therefore imperative that the Contractor be able to communicate verbally and in writing, through the Project Authority, with the stakeholders of this project in the official language of their choice.

The Contractor must provide services in English or French or German as required to effectively deliver all services under this contract. Proficiency in German is considered essential for selected project activities and deliverables such as, but not limited to, discussions and negotiations with the Fair Organizer and 'authorities having jurisdiction' in Germany, quality assurance and site supervision during construction at the site, and translation of pavilion content.

Any text and/or narration intended for the public at the Canada Pavilion, including way finding signage and the pavilion façade, must be in English, French and German.

The Contractor must be responsible for the translation, verification and cross-referencing of any text and/or narrative for the components it produces. Translations of text and/or narratives that are intended for the public will be reviewed and approved by the Project Authority for quality control and message integrity.

Construction, fabrication, production documents must be produced and provided in English or French or German as required to meet the reviews and approvals requirements for PSPC and CANADA as well as to meet the submission and review requirements for construction document review and tender in Germany. Drawings may be in a bilingual or trilingual format as required, only if it can be done in a manner that maintains document clarity. The Contractor must be responsible for any requirements and associated costs for translation of documents.

C 5.0 Media

The Contractor must ensure that no member of the Contractor's team communicates (verbally or in writing) any project information with any third party without the written consent of the Project Authority, and all media inquiries must be directed to the Project Authority.

C 6.0 Consultations, Meetings, Presentations and Status Reports

C 6.1 Project Status Meetings

1. The Contractor must organize jointly with the Project Authority regular project status meetings and ensure that all key personnel, sub-consultants and specialists attend as required from contract award, throughout all stages of the project delivery, to move in date into the Canada Pavilion.

The status meetings are anticipated to be monthly to begin with and conducted via teleconference, with the exception of one (1) project status meeting that must be a face-to-face meeting in the National Capital Region. The Contractor must present the number of project status meetings required to effectively deliver the project.

From August 2020 to the end of the dismantling of the Canada Pavilion, the project status meetings must occur on a weekly basis, and may be conducted on site.

2. The Contractor's Project Coordinator and at least one (1) other discipline specialist from the Contractor's Team must participate on the project status meetings. The additional discipline specialist(s) must be appropriate to the phase and stage of the work.
3. The Contractor must record the issues and decisions at each project status meeting, and prepare and distribute meeting minutes within 48 hours of the meeting. Meeting minutes must clearly identify the status, issues and action items associated with the project.
4. In addition to the anticipated regular project team meetings, the Project Authority may arrange meetings on an 'as required' basis throughout the project for all members of the Project Team, including but not limited to representatives from CANADA and the Contractor's team. The Contractor must attend the meetings and ensure all sub-consultants and specialists attend as required throughout the different project stages.

C 6.2 Working Sessions

During project initiation, analysis of program requirements, design development and design approval phases, the Project Coordinator, the Artistic Design Firm and other members from the design-build-operate team must be available to attend and/or participate in working sessions with CANADA as required.

C 6.3 Meetings with Fair Organizer

Meetings with the Fair Organizer in Frankfurt, Germany must be part of the services under this Contract. The Project Authority will assist with the coordination of the meetings.

During Stages 1 through 4, it is anticipated that two (2) to four (4) meetings with the Fair Organizer must be coordinated.

At PART D: Execution and Control of the Work, the Contractor must be required to attend a pre-construction meeting with the Fair Organizer in Frankfurt to establish and confirm all necessary working and communication relationships required with the Fair Organizer and 'authorities having jurisdiction' throughout the project. It is anticipated that the Project Authority will participate at the meeting. The meeting must take place as soon as practical after the Contractor's confirmation that all necessary permits for construction have been obtained and that the construction component of his team is ready to begin construction work.

C 6.4 Presentations

The Contractor must deliver at maximum two (2) presentations in the National Capital Region and prepare reports as required to support the review and approval process throughout the project. The requirements for presentation are outlined in PART D: Execution and Control of the Work, under each Stage.

The Contractor's team members participating at the presentations will be determined by the Contractor based on the objectives of each of the presentations and must be approved by the Project Authority.

It is anticipated that both the Construction Contractor's Design Architect and the Artistic Design Contractor must be present and participate at all design material presentations.

C 7.0 Travel

Any associated travel, accommodations, incidental and administrative costs for meeting attendance, and presentations required and outlined in C 6.0 for the overall delivery of this project must be incorporated and included as part of the bid price.

All travel and living expenses within Canada and abroad associated with the delivery of services under the Scope of Work must form part of the bid price and must be clearly identified in the overall project schedule and budget.

C 8.0 General Submissions, Reviews and Approvals Requirements

It is the Contractor's responsibility to prepare all of the necessary materials for production of the work and submissions requirements from contract award to project completion as outlined in the RFP. As the Fair Organizer has identified guidelines for design and production of drawings and specifications as it relates to the German components of the project, it is imperative that this is clearly understood and adhered to by the Contractor.

Although acknowledging the Contractor and the Artistic Design Firm's prerogative in design and aesthetics, the Project Authority has the right to approved all designs and reject design work considered to be undesirable.

C 8.1 Number of Submissions and Format Required

1. Unless otherwise specified by the Project Authority, or specifically identified in the RFP, the Contractor must provide:
 - a. a minimum of three (3) hardcopies of all documents with each submission, including but not limited to summaries, reports, drawings, plans or schedules; and
 - b. one (1) electronic copy.
2. Electronic format means the most recent version of:
 - For written reports and studies: MS Word (*.doc), Adobe (*.pdf)

- For spreadsheets and budgets: MS Excel (*.xls)
 - For presentations: MS PowerPoint
 - For drawings: AutoCAD (*.dwg)
 - For scheduling: MS Project
 - For specifications: Most recent version of National Master Specification(NMS) Edit
3. The Contractor, if so requested by the Project Authority, must also submit a legible copy of all research reports, design criteria and calculations.

C 8.2 Submissions

1. The Contractor must deliver to the Project Authority three (3) sets of drawings (min 609mm x 914mm) and specifications in hardcopy as well as in digital files format (*.dwg and .pdf format), for each technical review submission. At the end of the contract period, the Contractor must submit all original working documents including drawings and specifications, as well as all artwork, diskettes and other deliverable materials to the Project Authority.
2. The Contractor must provide supporting documentation indicating the acceptability and approval of all designs and materials to be utilized for the Canada Pavilion and for its Public Presentation components. Approvals are required from appropriate, accredited authorities and in compliance with applicable building codes for Germany, and specifically for the Frankfurt region. The Contractor is responsible for ensuring that all requirements are met relative to the Scope of Work contained in this RFP.
3. The Contractor must submit design material to the Project Authority for review as identified in PART D: Execution and Control of Work, at all stages.
4. Unless otherwise specified, the Contractor must ensure that all deliverables are submitted to the Project Authority for review. Deliverables must be revised as required, and resubmitted for final approval prior to formal presentation to the Project Authority. Final approval must be received prior to taking further action or implementation.
5. Typically, and wherever requested to “submit for review, revise as required, and resubmit for final approval” the Contractor must be responsible for preparing a maximum of two (2) revisions per deliverable addressing all of the comments and incorporating them into the deliverable for subsequent review. Rejected deliverables must not impact critical project milestones and must be submitted at no additional cost and must not be considered a revision.

C 8.3 Reviews and Approvals

1. The Contractor must ensure that all deliverables are reviewed and signed off by the appropriate professional responsible for the production of that portion of the work prior to submission to the Project Authority.
2. The Project Authority will not accept documents for review that have not been reviewed by the Contractor and signed off by the appropriate professional.

3. During each review period, the Contractor must maintain full production on the project, and must revise documents as necessary when review comments are received. The extent of revisions necessary must depend largely on the quality and accuracy of the work submitted, and on the effectiveness of regular production meetings.
4. Reviews by the Project Authority are not intended to indicate complete and detailed checks of the documents, and in no way relieve the Contractor of its professional responsibility for reviewing its own work or that of its team and sub-contractors.

C 8.4 FTP Site (or equivalent) for Documents Exchange

Throughout the project, the Contractor must keep an operational and up-to-date FTP site to facilitate document exchange between the parties. Prior to doing so, the Contractor must submit to the Project Authority a FTP site proposal, which must detail, notably, the following:

- bandwidth and protocols to ensure effective transmission and exchange of documents mainly for North-America and in Germany;
- site repertory;
- methodology for keeping track of document versions as well as up-date methodology;
- maintenance and archiving schedule;
- archiving protocol;
- security protocol; and
- identification of resource to manage site.

C 9.0 Reviews and Approvals by Authorities Having Jurisdiction

1. Following contract award, the Contractor must identify and confirm all 'authorities having jurisdiction' over the Project at each stage and at each place of work in Canada and in Germany. It is understood that these may be updated as the project progresses towards completion.
2. The Contractor must submit work for review and approval by all 'authorities having jurisdiction' as required for each stage of the project.
3. The Contractor must review and verify all codes, regulations and standards that apply and initiate contact with the appropriate authorities.
4. The Contractor must review the Scope of Work with each authority and document identified contact personnel for each stage and each authority.

C 10.0 Submissions and approval of Public Presentation Material

1. The Contractor must provide to the Project Authority, as required by the Fair Organizer, supporting documentation required to obtain approval of all designs and

materials to be utilized for its Public Presentation components. Approvals are required from appropriate, accredited authorities and in compliance with applicable building codes for Germany.

2. The Contractor, in collaboration with the Artistic Design Firm, must deliver all documentation relating to the production of all audio-visual, film, video and/or multimedia components including, but not limited to:
 - a complete list of all the audio-visual, film, video and/or multimedia infrastructure components;
 - all documents provided to resource people who participate in the production; and
 - production workbooks which include final scripts, title and credit lists, correspondence, releases for performers, rights for performances, stock shots, music and effects, program edit lists, production information sheets and shipping lists.
3. Review by the Project Authority must be required at the following applicable production stages for all language versions of audio-visual, film, video and/or multimedia components prior to proceeding to the next stage:
 - scripts (shooting, drafts and final);
 - storyboards;
 - decision tree/flow diagram;
 - graphical interface design;
 - music and effects;
 - all visual insert material, including animation and generated graphics, titles and credits;
 - off-line edits (rough and fine cuts);
 - alpha test version;
 - on-line edit;
 - beta test version;
 - masters; and
 - all other deliverables such as operating documentation.
4. The Contractor must ensure all deliverables are submitted to the Project Authority for review and confirmation of Work completed.

Part D – Execution and Control of the work

The descriptions set out under each stage of the project have been provided as a guide to the Contractor regarding the minimum requirements for the project. The descriptions are not intended to be exhaustive and, as such, it is the Contractor's responsibility to include any additional information that may be required to ensure the effective and timely delivery of the project and effective operation of the Canada Pavilion, FBF 2020 Germany.

An important objective of the Canada Pavilion project is to achieve an integrated approach to the design and production of pavilion components relating to architectural fit-up, interior finishes, and the Public Presentation (including audio-visual, film and multimedia production). While the timing for each of the required deliverables may be different for

components, timing differences must not compromise the objective of an integrated approach.

The stages described below are not necessarily in strict chronological order, as the order of execution of the work must depend on the approved Artistic Vision proposal for the project. Stages may, at times, be concurrent or overlap to ensure work packages and deliverables are completed according to schedule requirements.

The Contractor must provide the following Services that may include but will not be limited to:

- Project coordinator;
- Design architect;
- Architect of record (Germany component);
- Superintendent;
- Mechanical engineering;
- Electrical engineering;
- Structural engineering;
- Civil engineering;
- Communications/data engineering;
- Signage design;
- The management, planning and control;
- Estimating and cost planning;
- Risk management;
- Operation and maintenance services and personnel.

D 1.0 General Services

D 1.1 Services in Germany

The Germany component services detailed in C 2.3 will commence from the date of contract award to plot repossession on **October 30, 2020**.

The Contractor's services in Germany also include the handling, in Germany and on the FBF site, of all preparation and execution aspects including, but not limited to: access to the local labour force, handling of permits and approvals, dealing with 'authorities having jurisdiction', customs clearance, shipping and handling, storage and moving.

D 1.2 Shipping, Storage and Handling

The Contractor is responsible for shipping to the FBF site all Public Presentation and pavilion components for which it is responsible as well as the Public Presentation components of CANADA's partners, and the return shipment of all components designated for re-use in Canada or for disposal in Canada. Shipping includes, but not limited to: packing, crating and crate content lists, transport, customs broker services, related documentation, transport insurance, and temporary storage for crates and containers in transit and at the FBF site.

CANADA supplies and promotional materials will may require delivery to Frankfurt and return shipping to Canada. For planning and costing purposes for this RFP, National Capital Region is to be considered as the destination for all components shipped back to Canada.

The Contractor is responsible for any other shipping, storage and delivery related to the performance of its Work.

The Contractor must provide shipping, handling and storage for all Public Presentation and pavilion components in the most cost-effective and efficient manner possible. There should be just one return shipment, if required, of components to Canada after the dismantling of the Canada Pavilion.

D 1.3 Installation, Dismantling and Disposal

The Contractor must install, dismantle and dispose of all components identified in the approved final design including Public Presentation components. The Contractor must also dismantle and dispose of all elements of the Canada Pavilion and return the site to its original condition in accordance with Messe Frankfurt requirements.

D 1.4 Building and Site Services

The Contractor will connect and assume all installation costs necessary for all building services not provided by the Fair Organizer including, but not limited to, water inlets and outlets, gas, electricity, telecommunications, and chilled water, as necessary for the operation of the Canada Pavilion.

The cost and payment of building utilities consumed during all phases of the project will be the responsibility of the Contractor. The Contractor must ensure that all connections to building systems and services do not impact the pavilion metering devices provided by the Fair Organizer.

The Contractor will be required to provide, as part of the services under this contract, a written statement indicating the maximum quantity of each service anticipated to be needed, as calculated from the amount of equipment to be utilized.

D 1.5 Canada Pavilion Security Services

The Contractor will be responsible to provide security services and personnel, and ensure that all necessary security measures are taken during the construction, fit-up, and installation phases, as well as after the close of the FBF. The Contractor must maintain responsibility for security and continue until the dismantlement process is completed and all the contents of the Canada Pavilion have been removed and/or returned to Canada and received by CANADA.

D 1.6 Cost Management

To ensure the delivery of the Project occurs within the fixed bid price, the Contractor must provide cost specialist services on an ongoing basis and alert and inform the Project Authority to potential cost overruns, cost savings, and potential cost/quality improvements. When advising of the costs of alternative materials, methods and systems, the Contractor must use all available information to ensure a complete cost picture is available.

The Contractor must advise the Project Authority in a written format, of any changes that affect cost estimates and breakdowns at the end of each delivery phase.

D 1.7 Risk Management

The Contractor must provide risk management services from the beginning of the project to the end and must prepare a Risk Management Plan to be submitted and approved by the Project Authority.

On a continuous basis, the Contractor must advise the Project Authority of any changes that could affect the approved Risk Management Plan and provide an updated plan, when required.

D 1.8 Implementation and Delivery Strategy

1. By the end of Stage 1, the Contractor must develop a delivery strategy for the Project that documents, in a report or chart, all tasks/activities, milestones, process for implementation, and deliverables for the effective delivery of all phases of the project.
2. Without limiting the generality of the foregoing the Contractor must ensure that the Implementation and Delivery Strategy includes, without being limited to, all or part of the following:
 - a. strategy to ensure continued integration of site design, architecture, interior design, graphic design and design of Public Presentation components including audio-visual, film and multimedia;
 - b. transportation, shipping, and storage sequencing;
 - c. communications strategy with Fair Organizer;
 - d. reviews, approvals, inspections and testing requirements;
 - e. furniture and equipment procurement, delivery and installation strategy;
 - f. production methodology;
 - g. construction strategy;
 - h. installation strategy;
 - i. operation and maintenance strategy, with reference to personnel requirements,
 - j. pavilion dismantling, recycling and return of site to its original state strategy; and
 - k. site security strategy or crowd/visitor security strategy.
3. The Contractor must identify who is responsible for each task/activity by providing a list of key positions and the individual named to each positions.
4. The Contractor must cross-reference each task/activity with tasks/activities identified in the project schedule.
5. The Contractor must submit the implementation and delivery strategy for review, revise as required and resubmit for final approval.

D 1.9 Time Management, Planning and Control

The Contractor must provide a project control system using Critical Path Method (CPM) for planning, scheduling, progress monitoring and reporting of project progress.

The Contractor must provide scheduling services from contract award through to construction completion. The Contractor must provide time planning/scheduling services in accordance with the following general scope and detail specific services.

D 1.9.1 Planning – Project Schedule

1. Immediately after contract award or as such time as may be agreed between Parties, the Contractor must update the submitted Preliminary Project Work Breakdown Structure (PWBS).
2. Immediately after contract award or as such time as may be agreed between Parties, the Contractor must update the submitted Project Schedule that accounts for all major project activities and milestones that impact the Contractor's Work described in this RFP. This must involve confirming the validity or alternates to the Project Authority identified milestones any existing Major Milestone Schedule that may have been agreed to at the project start-up with the Project Authority and Contracting Authority. Significant phases of project development include:
 - a. Analysis of Project Requirements;
 - b. Schematic Concept Design;
 - c. Design Development;
 - d. Construction, Fabrication and Production Documents;
 - e. Tendering and Construction;
 - f. Operations and Maintenance;
 - g. Dismantling and Return.
3. The Contractor must provide for sufficient time periods when scheduling to ensure timely delivery of the Canada Pavilion, including, but not limited to, summer and working hours, statutory holidays in Canada and Germany, long lead items, customs clearance, approvals and procurements.
4. The Contractor must provide the initial and subsequent Project Schedule in the following form:
 - a. computer files containing all schedule in Microsoft Project format;
 - b. network logic diagram showing all activity sequencing, criticality, interfaces and relationships to other projects, early start, early finish, coding, original durations, remaining durations; and
 - c. bar chart identifying activity durations, early/late dates, total float, percent complete.
5. The Contractor must meet with the Project Authority to finalize a mutually acceptable Project Schedule. All members of the project team will commit to meeting all milestone target dates. It is critical to note that major milestones and deadlines identified by the Fair Organizer must be met.
6. The Master Project Schedule must be regularly reviewed and updated as required to include all activities, milestone, target dates and deliverables.

D 1.9.2 Progress Monitoring and Reporting

On a monthly basis with status dated on the last working day of the month, the Contractor must perform a Project Schedule update. The Project Schedule update

must reflect the following:

- a. progress of each activity to the date of the report;
- b. any logic changes, both historic and planned;
- c. projections of progress and completion;
- d. the actual start and finish dates of all activities being monitored;
- e. any potential delays, outstanding issues and concerns from the design teams point of view, and options for dealing with any serious planning and scheduling issues; and
- f. current critical path(s) compared with previous months.

D 1.10 Waste Management Strategy

The Contractor must prepare a Waste Management Strategy.

The Waste Management Strategy must conform to Messe Frankfurt requirements.

The different elements of the Waste Management Strategy outlined above will form part of Stage 4, Stage 5 and Stage 7 of the Work.

D 1.11 FBF 2020 Report

The Contractor must set up a design logging and minute system that records decisions chronologically in accordance with approved procedures. This logging system must be used throughout the project to record all design changes and decisions, particularly those that may result in an amendment to the contract.

The Contractor must use appropriate checklists to document relevant information pertaining to final approvals of architectural, interior design and fit-up components, in addition to all design elements of the Public Presentation (including audio-visual, film and multimedia).

The FBF 2020 Report must include a clear articulation of the final approved design stages for all program areas of the project, all elements, and audio-visual and multi-media and film production elements for each design stage, and as required during any other stages of the project.

The Contractor must submit upon final approval of the Construction Documents, a legible copy of all applicable calculations for mechanical, civil, electrical and structural design to the Project Authority.

The Contractor must submit for review the FBF 2020 Report, revise as required, and resubmit for final approval.

PROJECT DELIVERY STAGES

D 2.0 STAGE 1: Verification of Space and Program Requirements

Following contract award, Stage 1 will represent the written consolidation of the research and investigation work that the Contractor will have undertaken in order to have prepared a proposal for this RFP. The reports outlined below are the written synthesis of the project requirement areas. As the Schematic Design progresses, the Work being developed under Stage 1 will also evolve and be finalized at the end of STAGE 3: Design Development.

D 2.1 Functional and Space Requirements Report

The Contractor must review and confirm functional space requirements as provided by CANADA in this RFP as part of this document. Any space requirements not identified in the RFP that the Contractor deems essential for the effective operation and maintenance of the Canada Pavilion will be identified by the Contractor during this stage of the Project. The Contractor must develop the format for the Functional and Space Requirements Report and draft a table of content, submit for review, revise as required and resubmit for final approval.

The Contractor must confirm and finalize information to prepare and submit a detailed report that includes, but is not limited to, the following:

- a. Canada Pavilion design requirements;
- b. public space requirements including, interior design and Public Presentation components;
- c. non-public space requirements including operation and maintenance spaces, artist green room, and general office area requirements;
- d. proximity requirements;
- e. office equipment requirements;
- f. workstation, furniture, furnishings, and décor requirements;
- g. signage and way finding requirements;
- h. accessibility requirements, including simultaneous translation;
- i. sound control and acoustic requirements;
- j. structural requirements;
- k. mechanical and electrical requirements including fire protection;
- l. equipment requirements;
- m. lighting requirements;
- n. broadcast requirements;
- o. LAN and computer requirements;
- p. special requirements including, among others: security, telecommunications, environmental considerations, mechanical and electrical performance requirements; and
- q. operation and maintenance requirements.

The Contractor must submit the detail report for review, revise as required and resubmit for final approval.

D 2.2 Equipment Requirements Report

The Contractor must prepare a report for equipment requirements, for the following functional areas:

- General Office areas; and
- Public Presentation areas.

The report must identify all equipment requirements, whether they are to be supplied by the Contractor or not.

The report must include the following:

- a. a proposed list and inventory of all equipment to be supplied and installed by the Contractor for each area whether public or non-public that should identify areas in which the equipment is to be used such as mechanical, electrical, security, etc.;
- b. a preliminary list of all equipment requirements for the Public Presentation areas, including queuing areas, spares and parts;
- c. preliminary technical specifications for each piece of equipment, particularly for the Public Presentation requirements as well as the Cultural Program requirements;
- d. a confirmation of the list of office equipment that must be supplied and installed by CANADA but that will require space to be provided in the overall space allocations after CANADA has provided an inventory of equipment with sizes; and
- e. a list of potential or anticipated long-lead delivery equipment items that must be required for the project.

All equipment, mechanical and other, within the Canada Pavilion will have to respect noise rating levels established by the Messe Frankfurt.

All options presented must ensure that special consideration is given to time required for supply and installation of each option.

Any audio-visual, film, video and/or multimedia elements, equipment or components proposed as part of the Public Presentation area must be of professional quality. The Contractor must provide all technical specifications and details related to these elements or components, including media and formats used in the production, post-production, mastering and presentation/distribution phases.

The Contractor must submit the report for review, revise as required and resubmit for final approval.

D 2.3 Furniture and Storage Requirements Report

The Contractor must prepare a report for furniture and storage that include the following:

- a. a proposed list and inventory of all furniture and storage that must be required, procured and installed by the Contractor based on the information provided in the RFP;
- b. the anticipated and/or general space requirements for the required furniture; and
- c. the anticipated linear feet of storage being proposed in each functional area.

This report must serve as the basis for discussion with CANADA and serve to confirm furniture requirements for each space within the Canada Pavilion with CANADA prior to preparing options for selection during the Schematic Design stage.

The report must clearly indicate the requirements separately for the rest of the Canada Pavilion, as well as the General Office areas.

The Contractor must submit the report for review, revise as required and resubmit for final approval.

D 2.4 Interior Décor Requirements Report

Working closely with the Artistic Design Firm, the Contractor must prepare a report for the proposed approach to the décor. The report must include the following:

- a. a general list of all proposed décor, including wall décor, accessories, plants, window coverings, etc., to be supplied and installed by the Contractor for each area including public and non-public areas;
- b. a cost summary and/or anticipated budget for the option presented;
- c. based on cost and time implications, a general proposal/recommendation on the procurement strategy that may be most suitable to consider for the Décor Requirements such as purchase, leasing, etc.; and
- d. a colour scheme that would represent the general look and feel.

The report must clearly illustrate and provide graphic examples of the quality and type of elements proposed for the décor package.

CANADA will review the proposed options, aesthetically, financially and logistically, and confirm its selection to the Contractor.

The Contractor must submit the report for review, revise as required and resubmit for final approval.

D 2.5 Telecommunications and Data Requirements Recommendations Report

The Contractor shall prepare a report that documents CANADA's functional and operational requirements for telecommunications and data for the Canada Pavilion. Information for this report will be gathered by the Contractor in close collaboration with the Project Authority. Flexible implementation of multiple wired LANs with telephone jacks may be required in all areas of the Canada Pavilion. In addition to CANADA's functional and operational requirements, the report will also include recommendations for successful integration of the telecommunications and data needs of the Contractor's O&M staff

requirements, as well as Public Presentation requirements.

The Contractor shall submit the report for review, revise as required and resubmit for final approval.

D 2.6 Security Requirements Recommendations Report

The Contractor must prepare a report that documents CANADA's security requirements during all stages of the project. The report must focus on security needs to be incorporated during the design process, as well as during construction, installation, operation and dismantling. The report must ensure that all of the technical requirements for the security services to be set-up by CANADA for the operations phase of the project are well coordinated.

Security requirements for the Canada Pavilion must be discussed and confirmed with CANADA. Security requirements will also need to be coordinated with the Fair Organizer.

The Contractor must submit the report for review, revise as required and resubmit for final approval.

D 2.7 Building and Systems Requirements Report

The Contractor must prepare and submit a report that documents the overall requirements of the Canada Pavilion structure and systems to support functional requirements for the Canada Pavilion operations. This must represent a written form of the proposed Canada Pavilion structure, and operations systems. Critical calculations for design performance requirements must be clearly described in order to allow for verification, if required, by other engineers:

- Architectural
- Mechanical
- Electrical
- Structural
- IM/IT
- Security

The Contractor must submit the report for review, revise as required and resubmit for final approval.

D 3.0 STAGE 2: Schematic Design (or stage 2 Concept Design for FBF 2020)

Because the material submitted as part of the technical proposal describes the Contractor's interpretation and understanding of the overall project requirements and the artistic vision of the Canada Pavilion, a key step following contract award is finalizing all the required information outlining the design concept and orientation for approval by CANADA and the Fair Organizer.

When all Parties have given final approval of this stage, the Contractor may proceed to Stage 3 and 4 of this SOW.

D 3.1 Schematic Design Development

1. The Schematic Design, in collaboration with the Artistic Design Firm, shall include written narrative, graphic, traditional and/or computer generated model and photographic format and shall be web enabled.

The Schematic Design aspects to be included while not limited to are:

- a. statement of design principles for all disciplines;
 - b. drawings, renderings and supporting animated 3D visualizations illustrating the building interior;
 - c. principle information services, security, built-in furniture and equipment integration with existing Messe Frankfurt infrastructure;
 - d. outline specifications for building systems and equipment performance, building components including furniture, furnishings and equipment;
 - e. CADD / BIM strategy and layering protocol to manage and control infrastructure definition for base building information services, security, furniture and equipment;
 - f. class "C" construction cost estimate;
 - i. updated Project Schedule;
 - j. Risk Assessment Report;
 - k. report on any deviations that will affect cost or schedule and recommend corrective measures;
 - l. description of contract packaging and implementation plan, including shipping, storage and handling plan;
 - m. updated detailed schedule, including deliverable requirements to be provided by the client/user consultants for information services, security, furniture, furnishings and equipment, public presentation elements; and
 - n. project log tracking all approved major decisions including those affecting changes to project scope, budget and schedule.
2. As part of the architecture, site design, interior design and fit-up, the Contractor, in collaboration with the Artistic Design Firm, shall provide:
 - a. site plan relationships;
 - b. concept plans showing relative disposition of main areas, circulation patterns, floors, horizontal and vertical space relationships, mechanical / electrical shafts;
 - c. elevations and sections;
 - d. typical wall details for the Canada Pavilion;
 - e. perspectives and animated 3D visualization;
 - f. Public Presentation areas and summary of all accommodation areas required; and

- g. graphic material necessary for the conceptual design presentation for all wayfinding and signage requirements for the Canada Pavilion.

The Artistic Design Firm will revise and complete the concept/treatment for the thematic visitor experience of the Canada Pavilion. Following research development, provide plans, storylines, storyboards and scripts for all the Public Presentation component, such as:

- a. any required stories are written, scripting completed and required visuals and other media components determined; and
 - b. the Project Authority shall approve each public pre-production component (such as an audio-visual presentation) prior to proceeding with production.
3. As part of the civil engineering services, the Contractor shall provide:
- a. verification of all site services information;
 - b. plans for the Canada Pavilion building showing existing and proposed site services and proposed building service connections; and
 - c. where contributing to an existing sewer, preliminary analysis of impact on existing systems as may be required by the Fair Organizer.
4. As part of the electrical services, the Contractor shall provide:
- a. an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Project Authority as well as feasibility and economic studies of proposed systems complete with cost figures and loads;
 - b. all audio-visual equipment requirements under this contract, and all audio-visual, and multi-media and film requirements that may form part of the Public Presentation work, including the interpretation booth;
 - c. site plan showing location of electrical and telecommunication service entrances;
 - d. normal and emergency power distribution details including a diagram showing distribution up to distribution centers on each floor;
 - e. floor plans indicating locations and size of major electrical equipment and distribution centers;
 - f. floor plans indicating locations and size of telecommunications rooms, closets and major conduits;
 - g. typical lighting concepts for the interior environment;
 - h. typical ceiling or floor distribution systems for lighting, power and telecommunications; and
 - i. fire alarm system concept, if required by the Messe Frankfurt authority.
5. As part of the mechanical services, the Contractor shall provide:
- a. in the Schematic Design submission, a description of the specific mechanical requirements and function for each area in the building and incorporate a schedule of requirements confirming program requirements for all rooms and identify the mechanical building services to be provided;

- b. include all audio-visual equipment requirements under this Contract, and all audio-visual, and multi-media and film requirements that may form part of the Public Presentation;
- c. identify whether full time operating staff will be needed for operating any of the mechanical equipment and differentiate between staff that is needed by code requirements versus staff which is needed because of the nature and size of the Canada Pavilion; and
- d. provide riser diagrams as required.

The Contractor must submit to Canada the information for review, revise as required and obtain approval.

D 3.2 Commissioning for the Canada Pavilion and Public Presentation

1. A commissioning document must be prepared by the Contractor, in coordination with the commissioning specialist for all the Canada Pavilion systems, including the Public Presentation components of the project:
 - a) The document must include a report indicating how the design will meet CANADA's operational requirements for the effective operations of the Canada Pavilion and Public Presentation areas. The document must include the following subjects:
 - i. identification, in square meters, of the area and spatial requirements for the CANADA staff such as office, flow of people and supplies;
 - ii. identification, in square meters, of the area to be provided to the Contractor's maintenance personnel, including storage;
 - iii. identification, in square meters, of the area to be provided for the effective operation and maintenance of the Public Presentation show elements personnel, including storage and workspace for personnel; and
 - iv. identification of spare or specialty equipment, extra material and redundancies needed to operate and maintain the Canada Pavilion over the operations period of FBF 2020.
2. As part of the document, the Contractor must provide an assessment of the number of staff required as well as the skill requirements to operate and maintain the Canada Pavilion and the need for service contracts, such as water treatment, controls, emergency generators, fire alarm and security. This information will need to be compared against the minimum expected requirements by CANADA for the operation and maintenance personnel as outlined in STAGE 6: Operation and Maintenance, Personnel Requirements.

D 3.3 Updated Equipment Requirements Report

Based on the report prepared and submitted for the Equipment Requirements Report for the Canada Pavilion in D 2.3, as well as ensuring careful consideration of the integration of the needs of the Public Presentation component, the Contractor must update the equipment report and include the following:

- a. identification of what equipment will be shipped from Canada;

- b. any technical specifications for each piece of equipment; and
- c. any issues or special requirements regarding the Operation and Maintenance requirements of any of the equipment.

The Contractor must submit to Canada the report for review, revise as required and resubmit for final approval.

D 3.4 Updated Furniture and Storage Requirements Report

Based on the report prepared and submitted for the Furniture and Storage Requirements Report for the Canada Pavilion in D 2.3, the Contractor must update the furniture and storage report and prepare two (2) different furniture systems and furnishing types to be used in the non-public spaces, and two (2) different soft seating and furnishing types and arrangements for the public areas, to be identified for each programmed space requirement, along with a rationale. All options prepared:

- a. must focus on aesthetics, finishes, and timeline for delivery and installation issues, as well as possible issues related to wear-ability during operation of the Canada Pavilion;
- b. must be in the form of colour panels with photographic images of the exact proposed pieces for each space, samples of all finishes, fabrics, and metal finishes, including clear indication of power requirements; and
- c. must include a complete and detailed inventory of the proposed option with price proposals prepared by the respective furniture suppliers and/or manufacturers.

CANADA will review both options presented and select an option.

The Contractor, for the selected option, must revise the report and:

- identify final finishes and colours for all elements;
- identify timeline for delivery and installation, and have a proposed plan on how to address issues related to wear-ability during operation of the Canada Pavilion; and
- include a complete and detailed inventory with a fully detailed price proposals prepared by the respective furniture suppliers and/or manufacturers.

The final presentation boards will include photographic images of the exact selected pieces for each space, samples of all finishes, fabrics, and metal finishes, including clear indication of power requirements.

The Contractor must submit the report for review, revise as required and resubmit for final approval.

D 3.5 Updated Interior Décor Requirements Report

Based on the report prepared and the selected option to the décor of the Canada Pavilion in D 2.5 and the approved option and direction from CANADA on strategy, the Contractor, in collaboration with the Artistic Design Firm, must prepare the following:

- a. a final complete and detailed list and inventory of all décor, including wall décor, accessories, plants, window coverings, etc., to be supplied and installed by the Contractor for each public and non-public area;
- b. a final cost estimate for the selected option, supported by quotations and/or pricing information prepared by the Contractor or prepared for the Contractor by others that would ensure the quoted price is one that considers any time lag between the selection of this option with the time that procurement would actually take place;
- c. a detailed acquisition strategy for the approved approach to acquisitions such as purchase, lease, or a combination thereof, identifying timelines for delivery; and
- d. an outline of the proposed shipping and installation strategy as required.

The final report must include photographs of the exact items selected for the décor package.

The Contractor must submit to Canada the report for review, revise as required and resubmit for final approval.

D 3.6 Colour and Sample Boards

The Contractor, in collaboration with the Artistic Design Firm, must present two (2) colour and finishes schemes on illustration boards that further refine the 'general look and feel' of the Canada Pavilion, and clearly demonstrate the intended use of materials including but not limited to, architectural finishes, interior fit-up finishes, millwork finishes, and finishes for furniture and furnishings.

Any colour and finishes material related to the décor elements and the table settings requirements of the Canada Pavilion must be included as part of the colour and sample boards submission.

The Contractor must submit to Canada colour and finishes schemes for review, revise as required and resubmit for final approval.

D 3.7 Schematic Design Presentations

The Contractor, in collaboration with the Artistic Design Firm, must deliver up to two (2) presentations during the Schematic Design stage to CANADA. The Contractor will be responsible for the preparation of the materials to be delivered under this scope of work.

For each presentation, the Contractor must prepare presentation panels and/or other illustrative materials such as a virtual walkthrough of the Canada Pavilion, to reflect the status of the Schematic Design for a presentation to CANADA in the National Capital Region.

The intent of the presentations is to share with CANADA stakeholders the progress of the project. The first presentation will be at the 50% completion of the Schematic Design, the second presentation at the 100% completion of the Schematic Design. Working with the Artistic Design Firm, the final presentation shall explain how the Schematic Design reflects and illustrates Canada's key messages and theme as well as the entire visitor experience.

Any related audio-visual, film and multimedia elements in their development stage for the Public Presentation will also form part of the presentations.

In addition, the presentations will include presentation of selected furniture options, interior décor, colour schemes and finishes

The Contractor must submit comments from the presentation, if any, in the form of meeting minutes.

Based on comments received at each of the presentations, the Contractor must revise the materials presented as required and resubmit for approval.

D 4.0 STAGE 3: DESIGN DEVELOPMENT

Although timing of the design development for architectural fit-up, interior design, lighting design, Public Presentation components (including audio-visual, multimedia and film production), as well as other pavilion components of the project may vary at this stage, all formal submissions and approvals must include all aspects of the project at their current stage of development to illustrate full integration of the various components of the project.

D 4.1 Intent

This stage will further develop the Schematic Design approved by CANADA in Stage 2. The Design Development documents consist of drawings and other documents to describe the scope and quality in sufficient detail to facilitate design approval on technical areas for the project, confirmation of code compliance, detailed planning of construction and project approval by the Contractor. This design stage will be used as the basis for preparation of construction documents.

D 4.2 General Scope and Activities

The Contractor must:

- a. review, validate and update details of program requirements and existing infrastructure information services, security, furniture and equipment with the Project Authority, and update functional program room data sheets as required;
- b. if any alterations are required, analyse the impact on all project components, and resubmit for approval if required;
- c. expand and clarify the Schematic Design intent for each design discipline;
- d. present/submit design and material for review and approval to committees, review groups, and 'authorities having jurisdiction' as required;
- e. report design changes to the Project Authority for approval;
- f. provide and/or coordinate all information for all project disciplines;
- g. analyse the constructability of the project and advise on the construction phasing process and duration;

- h. undertake a schedule and risk analysis update and identify any conflicts that will need to be addressed with respect to scope, quality, schedule, and cost if applicable; and,
- i. continue to review all applicable statutes, regulations, codes and by-laws in relation to the design of the project.

D 4.3 Deliverables

The Contractor, in collaboration with the Artistic Design Firm, must prepare and submit a Design Development Package for review and acceptance by the Project Authority, and revise as required and resubmit for approval.

The Design Development Package can be presented in a written narrative, graphic, traditional and/or computer generated model, photographic, web enabled format or a combination thereof. The Design Development Package must include but is not limited to the following:

- a. drawings and other media prepared by all project disciplines to communicate the Project for all disciplines showing all elements and services necessary to make all design and technical detailing and coordination decisions required to substantially confirm the construction cost and Public Presentation costs;
- b. identification of special construction and demolition requirements;
- c. list and draft specification sections of all National Master Specification (NMS) sections to be used together with the outline specifications for all systems and principle components and equipment which include specifications manufacturers' literature about principal equipment and system components proposed for use in the project;
- d. development of plans and specifications for furniture / equipment, including all required layout and location plans and specifications;
- e. finishes and colour schemes for all elements of the project, including furniture / equipment;
- f. interior building renderings, 3D visualization;
- g. a Class "B" construction cost estimate;
- h. an updated Project Schedule;
- i. an updated Risk Assessment Report;
- j. a Fire Protection Engineers Report including requirements, strategies or interventions for protection of the Canada Pavilion and its occupants;
- k. an Outline Operation Manuals including Systems Operation Manual (SOM) and Client/Users Operation and Maintenance (O&M) Manual;
- l. a description of construction packaging and implementation plan;
- m. a confirmation of construction schedule including long-term delivery items;
- n. an updated detailed schedule including deliverable requirements for Building components and connectivity (BCC): information services, security, furniture and equipment, to be integrated into the existing infrastructure; and

- o. a project log tracking all approved major decisions including those affecting changes to project scope, budget and schedule.

D 4.4 Architectural, Site Design, Interior Design and Fit-up Drawings

The Contractor, in collaboration with the Artistic Design Firm, must prepare preliminary drawings for architectural, site design, interior design and fit-up.

1. Architecture and site plan drawings must include, but are not limited to:
 - a. plan showing the Canada Pavilion items including the following: pedestrian traffic pattern, security, service vehicle delivery access;
 - b. floor plans showing all accommodation required, including all necessary circulation areas, and ancillary spaces anticipated for service use and indicating building grids, modules, and key dimensions;
 - c. detail sections of walls or special design features requiring illustration and explanation of this stage, including fireproofing methods, physical;
 - d. architectural, materials, millwork, finishing details and samples to determine choice of materials and finishes;
 - e. plans and typical details for built-in furniture;
 - f. details of integration of information services, security, and furniture/equipment with built-in furniture; and
 - g. wall, floor and ceiling sections and details for all spaces requiring, transfer ducts and other assemblies to meet functional program requirements.
2. Interior design and fit-up drawings must include, but are not limited to:
 - a. preliminary partition / furniture plans;
 - b. furniture and finishes boards for selected furniture;
 - c. material finishes boards;
 - d. final partition / furniture plans;
 - e. equipment listing and location identification on plans;
 - f. audio-visual system and communication mechanism; and
 - g. stanchion requirements and locations.
3. Public Presentation components must be clearly indicated and may include but are not to be limited to, where applicable, position of text, photographs, illustrations, graphics, diagrams, identification of materials to be used, etc.
4. The Contractor will be responsible for the visitor flow diagrams, and visitor entry and exit control strategy. Drawings must be updated as required to meet any co-ordination work with the site plan requirements under the contract.
5. The Contractor must ensure that drawings meet code compliance and fire protection, submit all drawings for review, revise drawings as required and resubmit for approval.

D 4.5 Public Presentation, Audio-Visual, Multimedia and Film Production

The Artistic Design Firm shall procure the necessary visuals and other media elements for major Public Presentation components based on the approved final scripts/storyline. In some cases, this material may be provided by CANADA or one of its partner organizations.

Image/sound acquisition and film shooting, music recordings, arrangements and sound effects, 2D/3D animation and graphics are all required production elements for post-production.

The Artistic Design Firm, in collaboration with the Contractor, shall confirm completion of principal photography as per C 12.0 Submissions and Approval of Public Presentation Material for the applicable Public Presentation components review stages.

D 4.6 Visitor Flow Diagrams, Visitor Entry and Exit Controls

The Contractor, in collaboration with the Artistic Design Firm, must prepare a concept and diagrams for the visitor flow throughout the Canada Pavilion including visitor entry and exit controls.

The Contractor must submit for review, revise as required and obtain approval.

D 4.7 Electrical Drawings

The Contractor must:

- a. for the approved Schematic Design, develop the electrical systems and a baseline system;
- b. update the electrical design synopsis for the approved Schematic Design. Provide data on the total connected load, the maximum demand and diversity factors, and the sizing of the emergency load;
- c. elaborate on proposed emergency power scheme and provide preliminary installation details for any emergency generator installation, if required;
- d. indicate metering locations on distribution diagram;
- e. provide typical lighting, power and telecommunication system details for all workspaces;
- f. indicate security system major conduit requirements on floor plans;
- g. provide typical security system details such as conduit and boxes, that will be included on construction drawings; and
- h. for the Public Presentation areas and all public areas, prepare electrical plans that identify the location and number of outlets required to support the audio-visual and multimedia requirements.

The Contractor must submit all drawings, plans and documents for review, revise as required and resubmit for approval

D 4.8 Lighting Drawings

An integrated lighting design package must be developed for all areas of the Canada Pavilion.

The Contractor, in collaboration with the Artistic Design Firm, must prepare lighting drawings for the entire Canada Pavilion.

The Contractor must:

- a. provide any lighting design information that relates to audio-visual, multimedia components of the project in the Public Presentation; and,
- b. include lighting design and control schemes for the proposed lighting arrangements.

The Contractor must submit all drawings, plans and documents for review, revise as required and resubmit for approval

D 4.9 Mechanical Drawings

The Contractor must:

- a. develop additional sub-systems as required, which were not developed in the Schematic Design stage including types of boilers, chillers, fans, humidification, and controls;
- b. provide drawings of plumbing system, showing routing and sizing of major lines and location of pumping and other equipment where required;
- c. provide analysis of selected equipment with schematics and calculations sufficient to justify the economy of the selected systems;
- d. describe the mechanical systems to be provided and the components of each system including mechanical ancillary devices needed to support emergency power systems; and
- e. explain what acoustical and sound control measures are to be included in the design.

The Contractor must submit all drawings, plans and documents for review, revise as required and resubmit for approval.

D 4.10 Telecommunications and Data Drawings

The Contractor must coordinate any network, communications, and telecommunications work to be done. For all Data and Telecommunications requirements, refer to section B 2.14.

The Contractor must prepare preliminary telecommunications drawings and must:

- a. for all of the non-public spaces in the Canada Pavilion, and based on final furniture plans, prepare electrical and communications/data plans that identify the location

and number of outlets required for both open and enclosed workstations/work settings, support spaces, and special purpose spaces it being understood that the electrical and communications/data plans must include but not be limited to work surfaces for both open and enclosed workstations/work settings, and room/area designations;

- b. for the Public Presentation areas and public areas prepare communications/data plans that identify the location and number of outlets to support the audio-visual and multimedia requirements;
- c. prepare telephone conduits systems layout for ceiling/floor distribution; and
- d. identify on the floor plans the identified locations of wireless access points.

The Contractor must ensure that all office spaces, workspaces and reception areas have telephone and LAN connections to meet the needs of each of the offices, workspaces and all other areas in the Canada Pavilion.

The Contractor must submit for review all drawings, plans and documents, revise as required, and resubmit for final approval.

D 4.11 Wayfinding and Signage Drawings

The Contractor shall prepare preliminary wayfinding and signage drawing, as required and in accordance with the Messe Frankfurt Technical Guidelines (Annex E).

The Contractor must submit for review all drawings, plans and documents, revise as required, and resubmit for final approval.

D 4.12 Furniture, Storage and Office Equipment Plans

The Contractor must provide furniture/storage/equipment plans;

1. For the preliminary furniture and storage plans, the Contractor must prepare plans that include but are not limited to the following:
 - a) preliminary partition locations including type;
 - b) preliminary layout of all furniture and furnishings, and storage requirements pertaining to enclosed offices, open workstations, support space enclosed offices and open workstations, and support spaces as approved for the General Office areas of the Canada Pavilion; and
 - c) preliminary location and identification of all office equipment.
2. The Contractor must prepare the necessary documentation regarding shipping, handling and installation of the approved furniture, storage and equipment in order to coordinate with the appropriate furniture supplier the systems and component counts for the project.
3. In coordination with the electrical and telecommunications portion of the work, the Contractor must identify the preliminary electrical, data, voice and video layout/locations.

4. For the final furniture plans, the Contractor must:

- a) prepare or be responsible for obtaining from the furniture supplier final furniture plans and furniture information that include but are not limited to the following:
 - i. final partition locations including type;
 - ii. final layout of all furniture and furnishings, storage and equipment pertaining to the enclosed offices and open workstations, and support spaces as approved for the General Office areas of the Canada Pavilion;
 - iii. review of supplier / manufacturer component counts, fittings, and all accessories,
 - iv. final location and identification of all equipment; and
 - v. confirmation of preliminary electrical, telephone, data, and voice video layout;
- b) based on approved colour scheme presented in Schematic Design stage, prepare a final finishes presentation board for all furniture requirements for the Canada Pavilion; and
- c) prepare a report with written and graphic identification of all furniture finishes, including samples and specifications for all panels, work surfaces, seating, storage and filing, and accessories and all freestanding furniture.

5. The Contractor must coordinate with mechanical and electrical work.

Based on the final equipment and furniture layout plans, the Contractor must coordinate with the mechanical and electrical sub-consultants to incorporate mechanical and electrical space and location requirements on the final equipment and furniture plans as well as to ensure the mechanical and electrical drawings accurately reflect the furniture and equipment layout. For the interior design and fit-up work these include the following:

- a) preliminary lighting layout;
- b) preliminary location of light switches;
- c) fire hose cabinets location and space requirements, as required by the Frankfurt Book Fair;
- d) plumbing location and space requirements; and
- e) additional cooling / exhaust location requirements.

6. The Contractor must coordinate with electrical/telecommunications work.

Based on final equipment and furniture layout plans, the Contractor must coordinate preparation of telecommunications plans to identify the location and number of telephone, data and video outlets. The telecommunications plans are to clearly indicate the locations of all occupants of the space.

D 4.13 Building Security Requirements

The Contractor shall prepare a report that documents CANADA's security requirements

during all stages of the project. The Contractor shall submit a draft report for CANADA review within four (4) weeks of contract award. The report shall focus on security needs to be incorporated during the design process, as well as during construction, installation, operation and dismantling. The report must ensure that all of the technical requirements for the security services to be set-up by CAANADA for the operations phase of the project are well coordinated.

Security requirements for the Canada Pavilion (refer to B 2.16 Security requirements) must be discussed and confirmed with CANADA. Security requirements will also need to be coordinated with the Fair Organizer.

The Contractor must submit the report for review, revise as required and resubmit for final approval.

D 4.14 Documents for Long-lead Items

The Contractor must identify long-lead items such as equipment or furniture requiring purchases and develop documents for pre-purchase of items. The Contractor must submit the long-lead items list for review, revise as required, and resubmit for final approval.

D 4.15 Design Development Presentations

The Contractor must prepare presentation materials of all project elements for presentation to the Project Authority in the National Capital Area, illustrating the levels of design development and completion of preliminary and final design development.

The Contractor must prepare presentation materials for the updated project schedule as well as the project cost breakdown and estimates.

The Contractor must make one presentation towards the end of the design development stage.

The Contractor must submit comments from the presentations, if any, in form of meeting minutes.

D 4.16 Shipping Plan

The Contractor must prepare preliminary shipping, handling and storage information and plan for the Canada Pavilion requirements.

Contractor will need to clearly identify items that may require long lead items and advise on how they will be addressed in the shipping plan.

The plan must include information related to Germany and Canadian Customs requirements that CANADA and its partners need to be made aware of in the preparation of their materials and packages for shipping by the Contractor. A schedule identifying all shipping, crating, handling and storage requirements must be prepared and updated into the overall project schedule, for both shipments to German and from Germany at the FBF closing.

An inventory of all items being shipped by the Contractor with clear identification as to which container items will be shipped in, as well as all CANADA items being shipped by the Contractor is required. It is imperative that the Contractor confirm in writing with the Project Authority any items confirmed to be returned to Canada for potential re-use.

The Contractor must submit the plan for review, revise as required, and submit for final approval.

D 5.0 STAGE 4: CONSTRUCTION, FABRICATION AND PRODUCTION DOCUMENTS

Although production timing for the drawings and specifications of the architectural, Public Presentation components of the project may vary at this stage, all formal submissions from the Contractor and approvals must include all aspects of the project at their current stage of development to illustrate full integration of the various components of the project.

D 5.1 Intent

The objective of the Construction, Fabrication and Production Document stage is to translate the design development documents into construction drawings and specifications to guide and direct the construction, fabrication and production components of the Contractor's team and its sub-contractors in carrying out their work on the project. The Contractor must prepare drawings and specifications setting forth in detail the requirements for the following stages:

- 66% indicates substantial technical development of the project - well advanced architectural and engineering plans, elevations, sections, details, schedules and specifications;
- 99% is the submission of complete documents;
- Final Submission incorporates all revisions required in the 99% version and is intended to provide CANADA with complete construction and fabrication documents.

The Contractor must determine at what point in the production of documentation information is sufficiently detailed to obtain the required permits and approvals in Germany. All documents must comply with all requirements of applicable 'authorities having jurisdiction', as well as meet all applicable codes, by-laws, and standards.

D 5.2 General Requirements

1. The Contractor must prepare construction documents in accordance with C 6.0 Language Requirements.
2. The Contractor must coordinate all construction document production by all project disciplines.
3. The Contractor must submit Construction documents for technical review by the Project Authority resources at the, 66%, 99%, and 100% stages of completion in accordance with PART C, C 11.0 and C 12.0.

4. The Contractor must submit drawings and specifications to the Fair Organizer as requested by the Frankfurt Book Fair. The statutory authorities from FBF 2020 will provide comments, or final approval and No Objection Certificate (NOC), if required. The Contractor must ensure that all comments raised by the Fair Organizer at previous stages are addressed and closed out before requesting for approval of Stage 4. On approval of stage 4, including the NOCs, participants may request for Building Permit, if required.
5. The Contractor must submit construction documents for review by all 'authorities having jurisdiction' to ensure compliance with all applicable codes.
6. The Contractor must submit for review all construction documents, revise as required, and resubmit for final approval.

D 5.3 Wayfinding and Signage Drawings and Specifications

The Contractor must prepare final way finding and signage drawings and final way finding and signage specifications documents.

The Contractor must submit for review way finding and signage drawings and way finding and signage specifications documents, revise as required, and resubmit for final approval.

D 5.4 General Scope and Activities

The Contractor must:

1. obtain Project Authority approval for construction documents submissions at the 66%, 99% and final stages;
2. confirm format of drawings and specifications;
3. submit drawings and specifications at the required stages (66%, and 99%);
4. include base building Information Services and Security pathways and service infrastructure at each stage for the Canada Pavilion and General Office areas;
5. provide written response to all review comments and incorporate them into Construction Documents where required;
6. update the Project Schedule including deliverable requirements to be provided by CANADA;
7. refine, develop and prepare the following, in collaboration with all relevant disciplines, 'authorities having jurisdiction', and relevant federal, provincial, and municipal codes, standards and legislative requirements applicable in Germany for the Project:
 - a) final code statement;
 - b) final fire separations and life safety plans;
 - c) 100% complete construction documents for submission to local authority for review;
 - d) one (1) signed and sealed set of 100% complete construction documents for building permit application as required by German requirements; and
 - e) any necessary follow-up regarding building permit application.

D 5.5 Deliverables

1. Deliverables must occur in four stages. Completeness of the project development must reflect the stage of submission: 66%, 99% or 100%. The Contractor's team must prepare and submit the 100% construction documents including drawings and specifications for review, revise as required, and resubmit for final approval.
2. Deliverables are similar at 66%, 99% stages; completeness of the project development must reflect the stage of a submission.
3. For the 99% submissions, the Contractor, in collaboration with the Artistic Design Firm where appropriate, must:
 - a) coordinate all disciplines within and between all construction document packages including any scope changes that may be required to remain within the construction cost limit;
 - b) complete specification and working drawings for all tender packages;
 - c) submit 99% Systems Operation Manual (SOM) detailing each building system that isn't included in Messe Frankfurt's base infrastructure. Submit two (2) copies;
 - d) submit one copy of the complete colour schedules, including textures, sheens, colour chips and material samples;
 - e) submit one copy of site information, logs, etc;
 - f) submit one copy of support data, studies, calculations of the engineering disciplines, required by CANADA and/or German authorities for final checking and record;
 - g) submit updated detailed Project Schedule;
 - h) submit updated Risk Analysis; and
 - i) submit updated project log tracking all approved major decisions including those affecting changes to project scope, construction cost limit, and schedule.
4. For final submissions, the Contractor must;
 - a) incorporate all revisions required by the review of the 99% submission and for each construction document package, the Contractor must coordinate all disciplines between all construction document packages including any scope changes that may be required to remain within the construction cost limit and provide:
 - i. a complete set of originals of the working drawings for all construction packages;
 - ii. a complete set of base building Information Services and Security pathways and service infrastructure; and
 - iii. a complete sets of original specifications;
 - b) update the Systems Operation Manual to reflect any changes from the 99% submission and submit two (2) copies;
 - c) update the Project Schedule;

- d) submit and obtain approval on plans and specifications required by Inspection Authorities before construction begins; and
- e) update the project log, tracking all approved major decisions including those affecting changes to project scope, budget and schedule.

D 5.6 Construction Documents Progress Review

As work progresses on construction drawings, the Contractor must submit, in collaboration with the Artistic Design Firm where appropriate, drawings, schedules, details, pertinent design data and updated Cost Plan and Project Schedule as required and identified in this RFP. In addition to the development drawings and specifications at the different percentage of completion stages, the Contractor must also submit for progress reviews, at the corresponding stages, the following:

1. mechanical documents must include, but not be limited to:
 - a) flow diagrams, system layouts, equipment selections and sizes, floor plan layouts showing major equipment;
 - b) submit at the stipulated progress submission all calculations for mechanical design and equipment selection using a 3-ring binder complete with an index it being understood that these calculations submitted shall not necessarily be reviewed and are required for record purposes and in certain instances to assist in the understanding and interpretation of designs and that they must be submitted in a format that is legible, neat and easily understandable;
2. specifications and an index of specifications must be reviewed to ensure that the specifications consist of edited National Master Specification (NMS) sections;
3. the Systems Operation Manual must:
 - a) be updated for each discipline, provide all design intents, and narrative sequence of operation or philosophy and for architectural systems, summarize the type of building finishes and their locations;
 - b) provide emergency start-up, operations, and shutdown procedures;
 - c) provide reduced Single Line Diagrams of all systems and include PMSS/MMS nomenclature for each piece of equipment on the drawings;
 - d) include as an appendix, all heating and cooling load calculations, for systems beyond the existing Messe Frankfurt infrastructure, and simplified floor plans indicating zoning of systems, if required;
4. update the Outline of the CANADA O&M Manual for each progress review;
5. for the progress review of the Commissioning Specifications:
 - a) use NMS for commissioning as the basis for the project specifications for commissioning and prepare additional specifications for systems where NMS specifications do not exist and complete design information required in the performance verification report forms;

- b) specify detailed performance verification procedures and output, documents, scheduling and reporting requirements;
 - c) identify and include in specification all tests to be conducted at manufacturer's plants, on-site during construction, installation, commissioning on-site and during the operation phase;
 - d) develop a training package for Operation and Maintenance personnel and include in specification; and
 - e) use NMS for the identification of equipment and inventory in conjunction with the PMSS/MMS and provide PMSS/MMS coding and system nomenclature on tender documents within equipment schedules and on all single line diagrams;
6. Commissioning Submissions and Progress Review Requirements must include but are not limited to:
- a) outline commissioning specifications are included with the construction documents and should include the following:
 - i. typical floor plans;
 - ii. schematics of Energy Management Control System EMCS, system architecture, sequence of operation, wiring diagrams, where these are in addition to existing Messe Frankfurt infrastructure;
 - iii. updated riser diagrams;
 - iv. updated system schematics;
 - v. preliminary specifications including all sections;
 - vi. updated commissioning plan;
 - vii. preliminary building management manual and training plan; and
 - viii. updated O & M budget;
 - b) general plumbing and fixtures layouts;
 - c) the detailed commissioning specifications are submitted with the 66% construction documents stage and are updated and resubmitted at each subsequent stage of the construction documents;
 - d) the Systems Operation Manuals and CANADA/user O&M Manual is resubmitted with the 66% construction documents, and is updated and resubmitted during subsequent stages of the construction documents;
 - e) PMSS/MMS system and equipment codes are identified for each piece of mechanical and electrical equipment with the 66% construction documents and completed PMSS / MMS numbering with equipment unit counters, for all mechanical and electrical equipment at the 99% construction documents and indicate PMSS / MMS numbering on each PV form;
 - f) submit a comprehensive Commissioning Plan for all systems; and
 - g) submit a comprehensive Training Plan as required given that the O&M staff will form part of the Contractor's team.

D 5.7 Construction Document Production Index

The Contractor must prepare and submit a Construction Document Production Index listing the document sets or proposed construction document packages to be produced.

The production index must identify the resource responsible for the production of each construction package proposed for the project and must be approved by the Contractor's Project Coordinator prior to submission to the Project Authority.

Reference to PART D, D 4.14 Documents for Long-Lead Items, should be made in this index. The Contractor must submit for review the Construction Document Production Index, revise as required, and resubmit for final approval.

D 5.8 Waste Management

The Contractor must prepare a Waste Management Work plan in accordance with the requirements of the Frankfurt Book Fair and Messe Frankfurt organizations.

The Contractor must submit the plan for review, revise as required, and resubmit for final approval.

D 5.9 Public Presentation Production and Fabrication

The Contractor, in collaboration with the Artistic Design Firm, must initiate the post-production phase of all Public Presentation components and elements that may include but are not limited to: image/sound acquisition and film shooting, music recordings, arrangements and sound effects, 2D/3D animation and graphics.

This stage constitutes the final production of the various presentations, such as film, video, multimedia (on-line edits and beta edit versions). At this stage, all elements such as music, voice, picture, visual effects etc., will be brought together. This forms an important approval point for final cut, and technical approval of various media, including but not limited to sound and video files.

For the final cut, the various copies shall be produced by the Artistic Design Firm and the Contractor for use at FBF 2020. The Contractor may be required to coordinate with the Artistic Design Firm to integrate CANADA's partner content for the Public Presentation, such as but not limited to multimedia content for the stage screen.

Part of the fabrication and production documents package for the Public Presentation must consist of the development of the Public Presentation theatrical systems:

- Electrical, lighting, and lighting control plans;
- Sound, video and communication systems plans;
- Automation control plans;
- Anchor points and structural loads plans; and
- Stage panels plans

At this stage, all copies and production elements used during production must be submitted for review and approval to the Project Authority.

The Contractor shall also produce and/or fabricate all scenic, props and structural components required for the Public Presentations.

D 6.0 STAGE 5: Construction, fit-up and public presentation installation

D 6.1 Construction, Fabrication, Production and Contract Administration

1. The Contractor is responsible to implement the project in accordance with the 'Construction Documents – Issued for Construction', to direct and monitor all necessary or requested changes to the Scope of Work during construction.
2. The Contractor must monitor, on a daily basis, the site and coordination of work of the various trades.
3. The Contractor must receive, on an as-needed basis, marked-up drawings from the sub-contractor(s).
4. The Contractor must ensure that entry of change orders generated only by request of a change in scope by CANADA occur only as the orders approved by the Project Authority and Contracting Authority.
5. The Contractor must ensure provision of appropriately skilled CADD personnel to stay ahead of the as-builts and modifications and make changes to Record Documents as the work progresses.
6. The Contractor must maintain current all Record Documents in all disciplines to within ten (10) days of occurrence.

D 6.2 Shipping

The Contractor must make the necessary arrangements with the Project Authority to prepare for pick-up of all CANADA items to be shipped to Germany by the Contractor.

CANADA will provide all of the necessary documentation to the Contractor regarding the contents of the crates as well as confirm to the Contractor the location of pick-up for the items to be shipped. The general pick-up location will be Gatineau/Ottawa.

The Contractor must provide the Project Authority copies of all confirmed shipping logs to the Canada Pavilion.

D 6.3 Site Supervision

1. The Scope of Work must include provision by the Contractor for construction management contract administration services during the construction, installation and dismantling phases of the project. The Contractor will supplement and enhance these basic services by providing resident site services during construction, fit-up, installation, commissioning and testing period as well as during the dismantling work stage of the project.
2. The Contractor must, forthwith upon confirmation to the Project Authority that a building permit and any required approvals have been obtained and construction can begin, confirm that resident site services are in place. The Contractor must appoint

the Superintendent for the project. The Superintendent must be able to communicate fully with his/her crews, the Project Authority and FBF site authorities, 'authorities having jurisdiction', and inspectors and is expected to be fluent in German and English and/or French.

3. The Superintendent must be in full charge of the operations of the construction of the project and in the performance of the work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the Superintendent under the contract.
4. The Contractor must provide a Superintendent at the FBF site in Germany who will:
 - a) direct the crews for construction, installation, demolition/ dismantling and site restoration;
 - b) be available at the site to consult with, report to and receive direction from the Project Authority, as well as any of the Contractor's team members fulfilling the resident site service required for the project at any and all times from the time of arrival of said representative to pavilion opening, during dismantling, packing, and outgoing shipping to Canada;
 - c) coordinate on site all of the construction requirements for the Canada Pavilion building during the construction, installations, testing, and to pavilion opening day, as well as during dismantling, packing and outgoing shipping to Canada;
 - d) assist the Project Coordinator with all on site requirements and logistics related to incoming and outgoing shipments of materials, furniture, equipment, etc. that form part of the project and that may be required by CANADA from start of construction to the end of dismantling of all elements of the Canada Pavilion.
5. The Contractor must provide the necessary resident site services during the construction and installation phase of the project at the FBF site in Frankfurt who will inspect, coordinate and monitor all aspects of the work during the construction of the facility and during the installation of all its required elements, and liaise with the Superintendent, sub -Contractor(s), Project Authority, and other agencies in Germany as appropriate to the work in order to ensure that the design of the project is adhered to;
6. The resident site services are intended to generally meet Canadian professional practice and will need to meet the conditions of German law and Canada's contract management practices, and Fair Organizer requirements.
7. The resident site representative must:
 - a) be directly responsible to the Contractor;
 - b) become thoroughly familiar with the Contract documents, the National Building code and all codes, standards and procedures governing the work in Frankfurt, Germany;
 - c) be aware of applicable standards of all other 'authorities having jurisdiction' in Germany regarding the health and safety of construction workers in Germany;
 - d) become thoroughly familiar with the requirements of the project and project responsibilities of others which relate to his services; and

- e) provide all required services for any areas where off-site construction is occurring for the purpose of later shipping to and assembling at the FBF 2020 Canada Pavilion site.

D 6.4 Inspection and Reporting

1. The resident site representative must:
 - a) inspect all phases of the work in progress, for the purpose of bringing to the attention of the Contractor / Project Coordinator and the Project any discrepancies between the work, the contract documents and accepted construction procedures;
 - b) establish a written understanding with each sub-contractor or any others on site, as to what stages or aspects of the work are to be inspected prior to being covered up;
 - c) inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary, for the progress of the project, and include the Project Authority in these inspections, as required;
 - d) maintain a daily log of such inspections and issue a weekly written report to the Contractor, both for distribution, in the form to be directed;
 - e) prepare any other reports or surveys as may be requested by the Project Authority through the Project Coordinator; and
 - f) verify quantities of materials received and record work progress through digital photographs, in an appropriate format for electronic transmission and provide these digital photographs that will form part of the deliverables during the construction phase that will support the progress payment claim.
2. The Contractor must prepare and submit daily reports to the Project Authority on the progress and quality of the work. The Contractor's reports will include, but not be limited to, the following:
 - a) progress of work on site for all disciplines measured against the project schedule;
 - b) major activities commenced and completed during the week; and
 - c) difficulties that could have an impact on the timely completion of the work such as weather, accidents, safety or building hazards caused by the work, the Contractor, or his/her agents, and record of any citations issued by 'authorities having jurisdiction'.
3. The resident site representative must review at least weekly the accuracy of as-built marked up drawings and report any discrepancies or deficiencies to the project coordinator and the Superintendent.
4. The resident site representative along with the Superintendent must see that the tests and inspections required by the contract documents are conducted, and should observe these tests and report the results in the daily log.

D 6.5 Construction, Fabrication and Production Documents - Issued for Construction

1. The Contractor must update the tendered Construction Documents to include any revisions.
2. The Contractor must confirm in writing to the Project Authority that all revisions have been integrated into the 'Construction Documents – Issued for Construction'.
3. The Contractor must submit one (1) hardcopy and one (1) electronic copy of the 'Construction, Fabrication and Production Documents – Issued for Construction' to the Project Authority, and one (1) hardcopy to the sub-contractor (s) responsible for the construction, fabrication or production.
4. The Contractor must ensure that Contractor's copy of the construction document package is kept on site for use as record drawings.

Record drawings must be used by the Contractor to record field deviations, dimensional data, and changes or deviations from the 'Construction, Fabrication and Production Documents – Issued for Construction' indicating the work as 'actually' installed.

D 6.6 Construction, Fabrication and Production Meetings – Job site meetings

1. At the start of the construction stage, the Contractor will set up a start-up meeting with each sub-contractor in order to ensure timely information dissemination regarding the time constraints for the delivery of the project as well as confirmation of requirements, including but not limited to, submissions, reviews, approvals, permits, inspections.
2. The Contractor must prepare minutes of all start-up meetings and distribute copies of the same to all participants.
3. The Contractor must set up regular construction meetings as required to ensure timely and ongoing communications on status for construction, fabrication and production processes.
4. The Contractor must prepare minutes of all construction, fabrication and production meetings and distribute copies of the same to all participants.

D 6.7 Shop Drawings

1. The Contractor must obtain, review and comment on any shop drawings required for the construction, fabrication and production documents.
2. The Contractor must ensure shop drawings are properly reviewed as required by each respective construction sub-contractor, stamped accordingly, usually as "Reviewed and Approved", and signed by the team's member responsible for the production of the respective tender documents, either in Canada or Germany as required by the production of each tender set prior to returning them to the construction sub-contractor.
3. On completion of the project, the Contractor must forward one (1) copy of reviewed shop drawings to the Project Authority.

D 6.8 Installation

The Contractor must install all components as per the construction documents.

Installation must include all furniture, furnishings, equipment, and all décor, including any greenery or plant materials for the pavilion interior or exterior. Installation of exterior stanchions and any additional crowd control elements may also be a requirement under Stage 5.

Commissioning and testing of all systems, equipment, displays and all operating elements for the Canada Pavilion must be completed well in advance of the date of **October 11, 2020**. The Contractor must coordinate as required with the Fair Organizer.

D 6.9 Emergencies

In the case of emergency where safety of persons or property is concerned, or work is endangered by the actions of any of the Contractor's member on site, to safeguard the interests of Crown, the Superintendent must give immediate written notice to the Project Coordinator of the possible hazard. The Superintendent must, if necessary, stop the work or give orders for remedial work, and contact the Project Coordinator immediately for further instruction.

D 6.10 Limitations

The Contractor's Superintendent must not:

- a) authorize deviations from the contract documents;
- b) conduct tests;
- c) approve shop drawings or samples; or
- d) accept any work or portions of the building.

D 6.11 Acceptance

1. The Contractor must obtain all inspections and certificates needed for the Project and as required by the Fair Organizer.
2. The Contractor must submit all inspection and certificate forms to the Project Authority for review and review all Operation and Maintenance manuals prepared by all sub-contractors for completeness.
3. The Contractor must also ensure that the construction sub-contractors, furniture, and equipment suppliers provide original copies of Contractor and manufacturer's warranties for all materials, work, and equipment covered by extended warranty or guarantee according to the conditions of the specifications. Verify completeness and extended coverage. Special attention should be given to all components, elements and equipment intended to form part of the re-use component of the project.
4. The Contractor must submit originals to the Project Authority.

D 6.12 Daily Log

The Superintendent must keep a daily log recording:

- a) weather conditions, particularly unusual weather relative to construction activities in progress;
- b) major material and equipment deliveries;
- c) daily activities and major work done;
- d) start, stop or completion of activities;
- e) presence of inspection and testing firms, tests taken, results;
- f) unusual site conditions experienced;
- g) significant developments, remarks;
- h) special visitors on-site;
- i) authorities given by the Contractor to undertake certain or hazardous works;
- j) environmental incidents;
- k) reports, instructions from appropriate authorities' response actions; and
- l) stop work requests by CANADA.

D 6.13 Weekly Records

The Superintendent must prepare weekly reports for the Project Authority and Project Coordinator in the form directed:

- a) progress relative to schedule;
- b) major activities commencing or completed during the week; main activities now in progress;
- c) major deliveries of materials and / or equipment;
- d) difficulties which may cause delays in completion;
- e) materials and labour needed immediately;
- f) cost estimates of work completed and materials delivered (cost plus contracts);
- g) outstanding information or action required by the Contractor or CANADA;
- h) work force;
- i) weather
- j) remarks;
- k) accidents on-site; and
- l) life safety or building hazards caused by the work of any of the Contractor's team members or agents.

D 6.14 Site Records

1. The Superintendent must maintain orderly and updated files at the site for the use of the Project Authority and Project Coordinator as follows:
 - a) contract and tender documents ;
 - b) approved shop drawings;
 - c) approved samples;
 - d) samples;
 - e) site instructions;
 - f) contemplated change orders;
 - g) change orders;
 - h) memoranda;
 - i) test and deficiency reports;
 - j) correspondence and minutes of meeting; and
 - k) names, addresses, telephone numbers of Project Authority, Project Coordinator, and all sub-contractors and sub-trades key personnel associated with the contract, including home telephone numbers in case of emergencies.
2. In addition, the Superintendent must maintain an updated progress schedule and provide such updates to the Project Coordinator, ensure that any separate construction schedules prepared by sub-contractors engaged by the Contractor are obtained and monitored for all tender document packages and that they are incorporated into the project schedule.
3. The Contractor must submit a detailed report to the Project Authority concerning any delays and advise of any potential changes to project scope. The Contractor must keep accurate records of causes of delays.
4. The Contractor must carefully preserve a reproduction of the original contract drawings that must be kept marked up to date with all addenda, change orders, site instructions, details, as-built conditions, issued subsequent to the award of the contract.

D 6.15 Public Presentation – Show Installation

The Contractor, in collaboration with the Artistic Design Firm, must install all Public Presentation components, built, procured and/or leased, as identified in the construction documents. Installation includes the commissioning and testing of components in the Public Presentation areas prior to the FBF 2020 opening ceremonies.

Installation must include all furniture, furnishings, equipment, and all décor, including any greenery or plant materials for the pavilion interior and exterior.

Commissioning and testing of all systems, equipment, displays and all operating elements for the Public Presentation will **need to be completed no later than October 11, 2020** or the date of the first Substantial Completion, whichever is sooner. During installation, the Contractor must ensure that effective measures are taken to keep the Public Presentation areas clean, safe and in good order. The Contractor must take into consideration the safety of equipment and structures and remove all hazards.

D 7.0 STAGE 6: OPERATION AND MAINTENANCE

The Pavilion and the Public Presentation must operate and be accessible to the public:

Operational hours (local time in Frankfurt) from October 14-18 will be as follows:

Tuesday, October 13, 2020:	TBC
Wednesday, October 14, 2020:	9:00 to 18:30
Thursday, October 15, 2020:	9:00 to 18:30
Friday, October 16, 2020:	9:00 to 18:30
Saturday, October 17, 2020:	9:00 to 18:30
Sunday, October 18, 2020:	9:00 to 17:30

At times, such as during preview days just prior to the FBF opening date, the Canada Pavilion must remain fully operational outside of public hours to accommodate VIP events and special tours. It is anticipated that the operations schedule for the Canada Pavilion that would indicate events, dates and hours of required operation, will be provided by CANADA once final events information is received from the Fair Organizer and once the Cultural Program activities for Canada's participation have been confirmed and finalized. It is not expected that this information will be available before June 2020.

D 7.1 General Requirements

1. The Contractor must provide operational and maintenance services and personnel during the period of operation of the Canada Pavilion at the FBF. Maintenance of all elements and components of the Contract Scope of Work will be required. The necessary and appropriately skilled personnel must be provided by the Contractor to be available to provide operational support and maintenance services.
2. It is anticipated that operation and maintenance personnel be available to support operations as required for the site and Canada Pavilion for up to 15 hours/day and for any other scheduled and/or required maintenance that may be necessary during the operations.
3. The Contractor must review all operation and maintenance manual prepared by sub-contractors for completeness and must provide copies of all O&M manuals to its operation and maintenance staff required to provide services under this contract. Copies of these manuals may also be needed for CANADA on-site staff.
4. The Contractor must provide regular project management reports for Stage 6 that include the detailed status of operation and maintenance of the Canada Pavilion and the public presentation.
5. The Contractor must prepare and submit all associated incident and response reports as required.

6. Operational and maintenance support must include all building communications, HVAC, plumbing, power, and any other building system, service, or elements that may be impacted by day-to-day use of the Canada Pavilion and day-to-day operation of the Public Presentation areas. Maintenance work must not cause a shutdown of any of the Public Presentation areas during public hours.
7. The Contractor must have an efficient contingency plan for addressing breakdown of equipment or other components of the Canada Pavilion under its responsibility. The Contractor must ensure that spare parts for essential components are on site or are easily accessible if required for Canada Pavilion and Public Presentation repairs.

D 7.2 Personnel Requirements

The Contractor must supply pavilion operation and maintenance services, including staff for a Canada Pavilion café, ensuring effective coverage of the Canada Pavilion at all times including overnight as necessary. The Contractor must ensure sufficient operation and maintenance personnel at all times during the operations phase.

Team must consist of:

- a) a supervisor who will oversee the O&M staff
- b) a designated person for building operation and maintenance; and
- c) a designated person for Public Presentation operation and maintenance.

The Contractor must take into consideration reasonable work schedules when hiring adequate personnel.

The Canada Pavilion facility operation and maintenance crew must have expertise in building maintenance and mechanical and electrical engineering maintenance.

The Public Presentation operation and maintenance crew must have expertise in maintaining the different types of audio-visual equipment used in the Public Presentation.

It is anticipated that the operation and maintenance personnel will be fluent in the language of the region and well connected with local trades' services personnel to ensure quick response time to operations and maintenance issues.

The on-site Building Operation and Maintenance Supervisor should have a plan to address urgent priorities in response to direct instructions from the Pavilion Operations Director without having to seek permission from the project coordinator in Canada.

D 7.3 Cleaning Services

The Contractor shall ensure that appropriate cleaning services are provided throughout the pre-FBF and post-FBF periods for setting up and closing down the pavilion site.

D 7.3.1 Pre-FBF Daily Routine Cleaning

Pre-FBF daily routine cleaning will comprise basic cleaning such as sweeping, vacuuming, wiping, and/or washing, of all areas of the Canada Pavilion, with special

attention public spaces, General Office area, as well as the garbage collection and separation service at all designated areas of the Canada Pavilion.

D 7.3.2 Post-FBF Daily Routine Cleaning

Post-FBF daily routine cleaning will focus more on recycling primarily office materials than on basic cleaning. During this period, the Canada Pavilion will be used by a reduced number of pavilion staff that will be packing and closing the Canada Pavilion. Therefore, the hours and range of required cleaning services will likely be reduced. However, additional garbage collection, separation service and other related services may be necessary such as return, recycling and/or reuse of garbage/recycling containers.

D 8.0 STAGE 7: DISMANTLING, RECYCLING, RETURN AND PROJECT CLOSE-OUT

D 8.1 General Requirements

The Contractor must provide regular project management reports for Stage 7 that include the detailed status of dismantling, site restoration and waste disposal, component recycling, return shipment, project close-out and completion of the contract.

The Contractor must also dismantle all elements of the building to return the site to its original condition. The Contractor will be responsible for the disposal of the Canada Pavilion and its components not identified for re-use by CANADA and not identified as part of the return shipment to Canada, including the disposal of left over CANADA waste after FBF closing date.

The deadline for removal of pavilion content, dismantling of the pavilion structure, and restoration of site to its original state is **October 30, 2020**.

D 8.2 Return Shipments

The Project Coordinator must meet with the Project Authority one month prior to closing date of the Canada Pavilion to discuss the requirements to prepare the necessary documentation required by the Fair Organizer and German Authorities for return shipments back to Canada of any elements identified for re-use and return. The Project Coordinator must clearly prepare and present, to the Project Authority, all documentation preparation, procedures, as well as any approval processes and time requirements for approvals to allow for shipments to leave the FBF site.

The Project Coordinator must provide an updated project schedule that outlines the return shipment details and ensures that co-ordination of the building dismantling activities are carefully coordinated and confirmed with CANADA and any others that may be on the site following the closing of the FBF.

Elements identified for re-use and return to Canada must be dismantled, packed and crated, during the dismantling phase for return shipment.

The Contractor must provide copies of all official documents required for the shipments submitted to German Authorities to the Project Authority.

D 8.3 Project Close-out

At the end of the project contract period, the Contractor must return all original working documents including drawings and specifications, as well as CD/DVDs and other deliverable materials to the Project Authority.

D 8.3.1 Project Post-Mortem Report

As part of the project close-out activities, the Contractor must participate in the final evaluation sessions and the preparation of the Final Report for the FBF 2020 project as required, prior to January 30, 2021.

The Contractor must participate in one full day meeting and working session with CANADA in the National Capital Region following the closing of the FBF 2020 site and following all dismantling activities in Germany, to discuss the overall project and contract. The Contractor must prepare a post mortem written report following the meeting and discussions that will serve as lessons learned.

APPENDICES

APPENDIX A DESIGN BRIEF – INFORMATION COMMUNICATIONS TECHNOLOGY AND MULTI-MEDIA (to follow)

APPENDIX B FRANKFURT BOOK FAIR 2020 GUIDELINES AND REGULATIONS

Due to copyright restrictions, most documents in this appendix, are available only in English or German.

- 1 *Self-Build Pavilions Guide*
- 2 *Self-build Pavilions Delivery Guide*
- 3 *Plot Sheet C.83*
- 4 *South Park Stage 12*
- 5 *Theme Document*
- 6 *Special regulation no.4*
- 7 *special regulation no.5*
- 8 *Special Regulation no.7*
- 9 *Special Regulation no.8*
- 10 *Special Regulation no.10*
- 11 *Special Regulation no.11*
- 12 *Soil investigation Report*
- 13 *Site wide soil investigation report*
- 14 *Climate modeling analysis*
- 15 *Insurance Guide*
- 16 *Security Design requirement*
- 17 *Quarterly environment performance Report*
- 18 *Environmental Impact Assessment Report*

Solicitation No. - N° de l'invitation
C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG356

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG356 C1111-190042

ANNEX C

CERTIFICATE OF INSURANCE

Description and Location of Work Canada Pavilion, Frankfurt Book Fair 2020 in Frankfurt Germany				Contract No. C1111-190042		
Name of Insurer, Broker or Agent		Address (No., Street)		City	Province	Postal Code
Name of Insured (Contractor)		Address (No., Street)		City	Province	Postal Code
Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services Canada						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Construction Insurance including Third-Party Liability Insurance and OCIP				Per Occurrence N/A	Annual General Aggregate \$66.9M	
				N/A	\$10M	
				\$364K	N/A	
I certify that the above policies were issued by insurers in the course of their Insurance business, are currently in force and include the applicable insurance coverages stated in section 10.6, "Insurance Requirements" including advance notice of cancellation / reduction in coverage.						
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone number		
Signature				Date D / M / Y		

Solicitation No. - N° de l'invitation
C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG356

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG356 C1111-190042

ANNEX D

THEMATIC DOCUMENT

The Thematic Document will be provided upon signature and having returned the following Non-Disclosure Agreement (NDA) to the Procurement Authority identified in Section 7.5 of this document.

Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee of/ subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Solicitation Serial No. C1111-190042 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Solicitation Serial No.: C1111-190042.

Signature

Date

Solicitation No. - N° de l'invitation
C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG356

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG356 C1111-190042

ANNEX E

ANNEX E (Messe Frankfurt Technical Guidelines) is a Non-Standard document, available in English and German only and may not be translated to French due to liability. ANNEX E will be posted as a separate document.

FORM 2

INTEGRITY PROVISIONS- LIST OF NAMES FORM

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE DIRECTORS AND OR OWNER OF THE BIDDER

If the required list of names has 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 provide the names within the time frame specified will render the bid non-compliant. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, and if the Bidder is a Joint Venture each member of the Joint Venture that is incorporated, must provide a complete list of names of all individuals who are currently directors of the Bidder or the member of the Joint Venture.

Bidders bidding as sole proprietorship, and if the Bidder is a Joint Venture each member of the Joint Venture that is under sole proprietorship, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

Board of Directors (Use format - first name last name)		
First Name	Last Name	Position (if applicable)

FORM 3

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC -Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed Form 3- Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

FORM 4

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid (hereinafter "Bid") to:

Public Works and Government Services Canada

for:

(Name and Number of Bid Solicitation)

hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder (hereinafter "Bidder"))

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" includes any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a bid in response to this call for bids;
 - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
 - a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids;except as specifically disclosed pursuant to paragraph (6)(b) above;

Solicitation No. - N° de l'invitation
C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG365

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG365 C1111-190042

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Contracting Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Bidder)

(Position Title)

(Date)

Solicitation No. - N° de l'invitation
C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG365

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG365 C1111-190042

FORM 5

CLIENT REFERENCE FORM FOR REPRESENTATIVE PROJECT M1 PUBLIC PRESENTATION PROJECT

To be completed by client (Project Reference)

This hereby confirms that the following Contractor _____

executed the work for the following project _____.

Item	Project Details	Response
1	Project Title	
2	Project Location	
3	Brief Project Description of Work for the Public Presentation project. <i>Public Presentation: means a state-of-the art, high impact, audio visual immersive interactive exhibition that is delivered to visitors in a public space.</i>	
4	Briefly describe the role of the Contractor on this project.	
5	Was the project <i>Completed</i> after May 1, 2015? <i>Completed: means a project where all the terms and conditions of the contract were met or a final invoice paid and where the date on the payment instrument indicates the date of completion.</i>	Completed (YES or NO) Completion Date: _____
6	Did the total <i>Project Value</i> , excluding applicable taxes exceed 1,000,000.00? <i>Project Value: Means the final total cost of the contract between client and firm</i>	Project value over \$1,000,000.00 (YES or NO)

This project was performed as described above. The specified work was carried out to our satisfaction, in accordance with the terms and conditions of the contract and with respect to the mutually agreed schedule and budget.

Client Information:

Client (Project Reference) Name: _____

Client (Project Reference) Title: _____

Client (Project Reference) Signature/Date: _____

Client (Project Reference) Telephone: _____

Client (Project Reference) E-mail: _____

Solicitation No. - N° de l'invitation
C1111-190042

Amd. No. - N° de la modif.
N/A

Buyer ID - Id de l'acheteur
FG365

Client Ref. No. - N° de réf. du client

File No. - N° du dossier
FG365 C1111-190042

Contractor Information:

Contractor Full Legal Name: _____

Contractor Authorized Representative

Name: _____

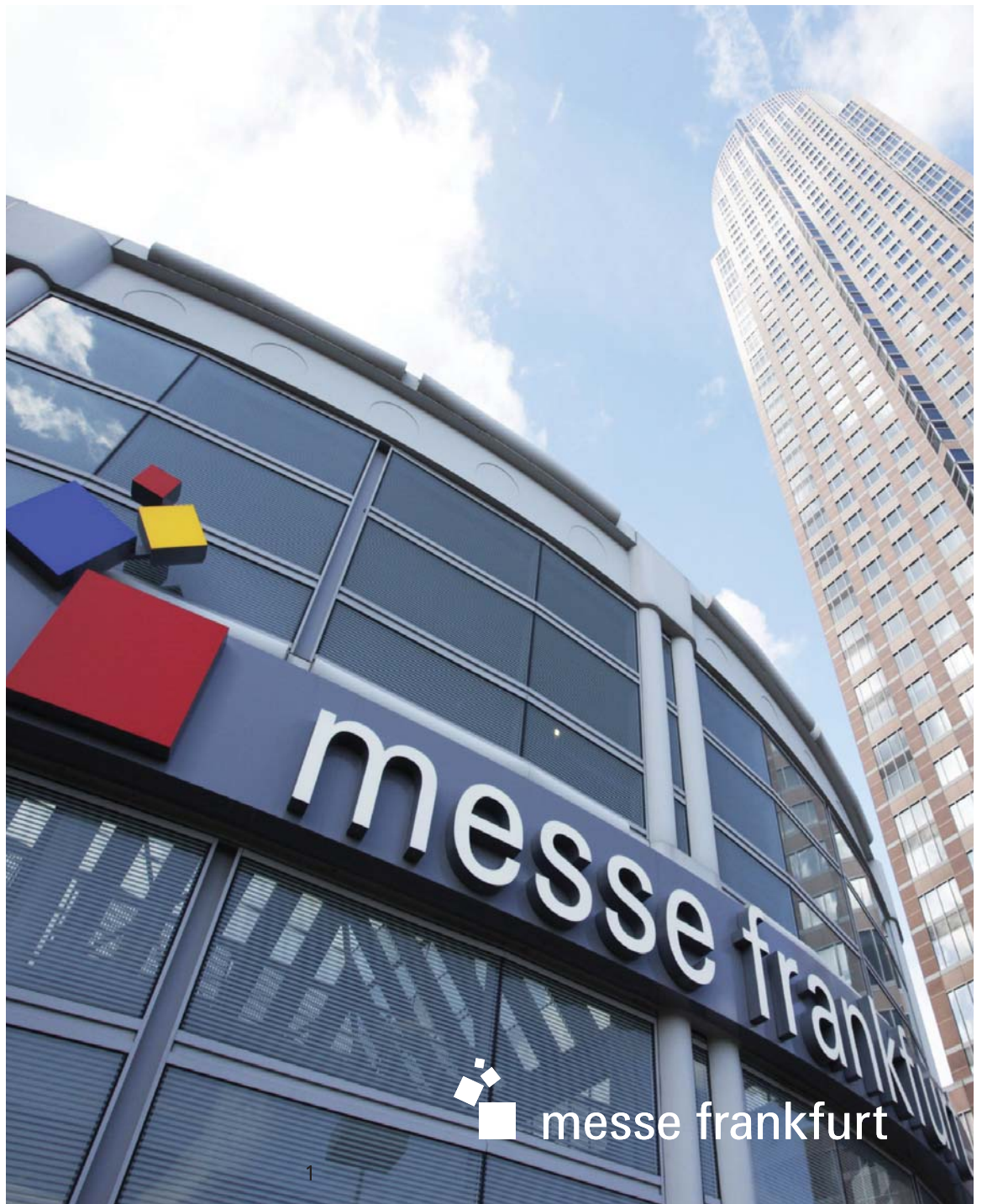
Title: _____

Telephone: _____

Email: _____

Technical Guidelines

Last updated: 1 January 2019



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1. Preliminary remarks

Messe Frankfurt has issued guidelines for trade fairs and other events in order that all exhibitors/ event organisers will have optimum opportunities to present their exhibits and attract attendees and interested parties to visit their stands.

These guidelines are binding upon all exhibitors and event organisers. They also incorporate safety regulations that are intended to provide high degrees of safety in relation to technical and stand equipment in the interest of protecting our exhibitors and visitors. The building provisions, fire protection regulations and other safety regulations involved have been coordinated with the responsible agencies of the City of Frankfurt am Main.

Messe Frankfurt reserves the right to verify compliance with these regulations. Furthermore, the applicable legal regulations, as amended from time to time, shall be observed at all times. Insofar as the term “stand construction” is used in its conventional sense in the Technical Guidelines, it does not refer to a physical

structure in the sense of the German Federal Building Code (BauGB). In legal terms, trade fair stand constructions are considered to be “facilities” in the venue. In the interest of all participants, Messe Frankfurt can prohibit the holding of an event and/or the opening of an exhibition stand if defects previously found have not been remedied by the start of the fair.

Messe Frankfurt retains the right to issue further safety regulations and stand construction standards at any time. Messe Frankfurt also reserves the right to permit exceptions to these regulations in individual cases.

The documents required to order services will be sent in due time before the event.

These Technical Guidelines must be forwarded to all of the exhibitor’s contracting partners. Further information on details of preparation and staging of the event will be sent to exhibitors if applicable.

The trade fair companies

- Deutsche Messe AG Hannover
- Leipziger Messe GmbH
- Messe Berlin GmbH
- Messe Düsseldorf GmbH
- Messe Frankfurt Venue GmbH
- Messe München GmbH
- Kölnmesse GmbH
- NürnbergMesse GmbH
- Landesmesse Stuttgart GmbH

have compiled these Technical Guidelines with a uniform classification system.

Building codes are issued by the governments of the respective German states.

The respective event regulations may therefore differ from exhibition site to exhibition site due to differing local building codes and differing construction conditions at the various exhibition sites.

Messe Frankfurt also reserves the right to modify these Technical Guidelines and other regulations at any time.

The German version alone shall be binding.

1.1 House Rules

These Site Regulations apply to all the premises of Messe Frankfurt Venue GmbH (hereinafter “Messe Frankfurt”), including all buildings, the multi-storey car park Rebstock-parkhaus, the Kap Europa convention centre and all outdoor premises used by Messe Frankfurt in the Rebstock area (hereinafter: “Exhibition Centre”). Messe Frankfurt is the holder of domiciliary rights, alongside each organiser of a given event. This provision does not affect any additional agreements concluded with exhibitors, service contractors, etc.

1. The Exhibition Centre may only be accessed, whether on foot or in a vehicle, by holders of the relevant valid access passes (staff IDs, service contractors’ IDs, event-specific admission tickets, setup and setdown passes), at certain defined times and in the specified parts of buildings and premises. Messe Frankfurt reserves the right to conduct checks of access passes on any individuals found on its premises, irrespective of possible suspicions.
2. Anyone staying on Messe Frankfurt premises is subject to the provisions of the German Highway Code (Strassenverkehrsordnung, StVO). The relevant signs regulating vehicle and pedestrian traffic must be observed throughout the Exhibition Centre. Vehicles are subject to a 30 km/h speed limit.
3. Messe Frankfurt may check the storage space of vehicles as

well as containers and bags carried by individuals; it may do so at any time and irrespective of possible suspicions. Should a person refuse to be checked, then Messe Frankfurt reserves the right to ban this person from the Exhibition Centre.

4. Messe Frankfurt may issue restrictive regulations concerning the admission of visitors and to ban animals or objects from its premises; furthermore it may, both generally and in specific cases, only admit animals or objects if certain conditions are met. Children and young persons up to the age of 14 may only enter the Exhibition Centre if they are accompanied by a parent or guardian or by a suitable individual acting as a supervisor.
5. Messe Frankfurt accepts no liability whatsoever for any personal injury, property damage or financial loss that might occur within the Exhibition Centre.
6. Unless Messe Frankfurt has given express permission, it does not allow advertising of any kind, neither does it permit the offer of goods or services of any kind, the acceptance of orders or the conducting of surveys, if such activities take place outside exhibition stands.
7. Throughout the Exhibition Centre no permission is given for any commercial activities whatsoever unless they are conducted on behalf of Messe Frankfurt or on behalf of an organiser, exhibitor,

lessee, service contractor or any other party with whom Messe Frankfurt has signed an agreement. Messe Frankfurt reserves the right to permit or ban the activities of third parties acting on behalf of contractors and to specify the type, scope and conditions of their activities.

8. No permission is given for handing out (whether directly or via order books), accepting or taking out exhibited goods during trade fairs or exhibitions. If goods items are handed out as free samples, then this must be documented by the exhibitor through a suitable declaration of transfer (receipt). Third parties must request a receipt from the exhibitor and must produce the same upon demand. If a third party is found to be without a receipt, then Messe Frankfurt reserves the right to confiscate the item without compensation and to ban the relevant person from the Exhibition Centre.
9. The Exhibition Centre operates a general ban on carrying devices suitable for the production of photos or film footage. Film footage, photographs and sketches of exhibited goods or exhibits on the premises and within the halls is only permitted in special, exceptional cases and only with written permission from Messe Frankfurt. If Messe Frankfurt has grounds for suspicion, it may confiscate and destroy any sketches that

1.1 House Rules

have been made and any film footage that has been produced, without providing compensation. This also applies if such confiscation and destruction impacts other images.

10. We hereby wish to point out that, for security reasons, the Exhibition Centre is monitored by CCTV cameras.
11. Instructions given by Messe Frankfurt security staff and stewards must be followed at all times.

12. If Site Regulations have been violated, if access passes have been abused or forged or if any other disruptive behaviour has occurred, Messe Frankfurt reserves the right to ban the relevant persons from its premises and buildings either permanently or temporarily, to confiscate their access passes without compensation and to have their vehicles towed away at the expense and risk of the driver/holder of the vehicle.

13. A limited winter road clearance service is in place throughout the Exhibition Centre. This covers both the generally defined premises of the Exhibition Centre and any parts of Messe Frankfurt's property that are publicly accessible.

Messe Frankfurt Venue GmbH
As of March 2014

1.2 Opening hours

1.2.1 Set-up and dismantling periods

In general, stand building and deliveries of exhibited goods may commence five (5) calendar days prior to the opening of the event involved.

During the general set-up and dismantling periods, work in the exhibition halls and on the outdoor exhibition areas may proceed around the clock, that is, 24 hours per day (normally no work may be performed after 3 p.m. on the final days of set-up periods, however), unless other hours and a schedule of working hours have been announced for a particular event. In general, dismantling of stand equipment and furnishings, including exhibitors' own stand struc-

tures and structures built into stands, shall have been concluded and the exhibition hall vacated no later than the second calendar day following the close of the event involved. The exhibitor and any stand construction companies they work with should report to the service office responsible for the hall both at the start of stand set-up and at the end of dismantling. Stand areas shall be swept and returned in a clean condition.

In special cases, Technical Event Management may grant extensions of set-up and/or dismantling periods.

Exhibition halls are neither heated nor air-conditioned prior to the official commencement of set-up periods or following the official ter-

mination of dismantling periods.

In the interest of general safety, all exhibition halls and the exhibition grounds shall remain closed outside official set-up and dismantling periods and event opening hours.

1.2.2 Opening hours during trade fairs/exhibitions

Exhibition halls shall be opened one hour prior to the official opening of the trade fair and shall be closed one hour after it closes, on every day the event involved is officially open.

Exhibitors who, in special cases, have valid grounds for working on their stands outside said opening hours shall require special written permits issued by Messe Frankfurt.

2. Traffic on the exhibition grounds, rescue routes, safety equipment

2.1 Traffic regulations, parking permits

All rules directing and regulating traffic, such as those described in the Traffic regulations, and all instructions given by the personnel deployed by Messe Frankfurt for this purpose, shall be observed at all times.

The exhibition grounds are the private property of Messe Frankfurt. The provisions of the StVO (German road traffic regulations) apply throughout the exhibition grounds and on/in Messe Frankfurt's parking facilities. The speed limit on the exhibition grounds is 30 km/h. If called for by traffic conditions,

vehicles must not exceed walking speed. Drivers shall come to a full stop at the entrances to, and exits from, exhibition halls and shall verify that gate heights are adequate. Parking vehicles in the exhibition halls is prohibited.

Vehicles' engines shall be shut off during loading/unloading. Caravans/campers may not be used on the exhibition grounds. Illegally parked vehicles, trailers, containers, and goods of any kind may be removed by authorised towing companies working under contract to Messe Frankfurt at their

owners' or operators' expense and risk.

Driving any type of vehicle on the exhibition grounds requires a permit from Messe Frankfurt, is at drivers' own risk, and is prohibited at all times during events.

There is a limited number of car parking spaces available for exhibitors on the exhibition grounds. In accordance with the number of spaces available, parking permits can only be ordered for the entire duration of the event using the corresponding form (please also see the Transport Guidelines).

2.2 Rescue routes

2.2.1 Fire department manoeuvring areas, fire hydrants

The necessary fire-department entry routes and manoeuvring areas designated by "no-parking" signs must be kept clear at all times.

Vehicles or objects parked/deposited in rescue routes or on safety areas shall be removed at their owners' expense and risk.

Fire hydrants in the exhibition halls and on outdoor exhibition areas shall not be obstructed or rendered unrecognisable or inaccessible.

2.2.2 Emergency exits, emergency escape hatches, exhibition hall aisles

Escape and rescue routes shall be kept clear at all times. It must be

possible to easily open the doors along escape and rescue routes from the inside to their fully open position. Escape and rescue routes, exit doors, emergency exits and their identifying signs or markings must not be obstructed, obscured, have anything built over them, be blocked, have anything hung on them or otherwise be rendered unrecognisable. Escape and rescue routes in exhibition halls shall not be constricted by objects deposited therein or extending into them at any time. In the event that these rules are not complied with, Messe Frankfurt shall be entitled to remedy the situation at the expense and risk of the responsible party. Materials required for con-

structing stands or exhibits delivered for immediate installation at the stand area may be deposited in the escape and rescue routes for a short period of time during the set-up and dismantling phases as long as the aisle widths required for safety reasons are maintained and logistical concerns are sufficiently taken into consideration. This will be considered to be fulfilled if a strip of no more than 0.9 m in width between the stand border and the hall aisle is used to deposit items. Regardless of the width of the hall aisle and the items deposited there, it is mandatory to maintain an unblocked passageway of no less than 1.2 m in width. Areas in front of emergency exits and ar-

2.2 Rescue routes

areas where hall aisles intersect are the exception: their entire width must be kept clear at all times. Hall aisles may not be used for assem-

bly or to set up machines (e.g. woodworking equipment, workbenches etc.). Messe Frankfurt may (also) request the immediate

clearing of all hall aisles for logistical reasons.

2.3. Safety equipment

Sprinkler systems, fire alarms, fire extinguishers, smoke detectors, mechanisms for closing exhibition

hall doors and other items of safety equipment, their signs or markings, and green emergency exit signs

shall remain visible and accessible at all times, and shall not be obstructed or enclosed.

2.4. Stand numbering

Stand numbering is obligatory. All stands will be marked with stand numbers by Messe Frankfurt if technically possible with the given stand

construction.

2.5. Guard services

Messe Frankfurt and Messe Frankfurt's external service partners monitor the exhibition halls and outside areas during the set-up and dismantling phases, as well as while events are underway. However, Messe Frankfurt accepts no responsibility for property and objects brought or delivered by exhibitors and third parties acting under Messe Frankfurt's instructions.

Exhibitors are expressly informed that exhibited materials and other objects brought by the exhibitors are subject to greater risk during set-up and dismantling periods. Valuable and easily moveable objects should always be locked away at night.

Security for the stand and the objects brought by the exhibitor must

be arranged by the exhibitor where necessary.

As a general rule, stand guards may only be posted between 6:00 p.m. and 8:00 a.m. by Messe Frankfurt or its contractual service partner(s). Exhibitors may order stand guards no later than six weeks before the start of the event with the corresponding order form

2.5. Guard services

(please refer to the service folder or go to Shop for Exhibitor Services online). Ordering stand guards involves submitting a fully completed, preprinted order form for the event involved. Oral or telephone orders for stand guarding must be confirmed in writing by applicants. All orders for stand guarding must be signed by applicants. Messe Frankfurt service personnel is not authorised to assume responsibility for monitoring for third-party property. Exhibitors' own stand security staff who are to remain on duty in exhibition halls between 6 p.m. and 8 a.m. require special permits for which a fee is charged. Exhibitors have no legal rights to demand issuance of such permits.

Exhibitors' own stand security staff who are present in exhibition halls

prior to, during and after events shall also observe the following regulations: Guards shall sign in at the hall inspector's office prior to going on duty. Their presence on site shall be confirmed by entering their name, the name of the exhibitor, the stand number, the number of their personal identification card or passport number, and the date and time of their arrival on a list provided for that purpose and maintained by the hall inspector's office. Upon concluding their period of duty, and before leaving the exhibition hall, stand security staff shall sign out at the hall inspector's office and note the termination of their period of duty on the aforementioned list. Stand security staff shall remain on that stand for which they have a guarding order, and shall enter and leave stands by

the shortest route passing by the hall inspector's office. In the event that they fail to observe these regulations, Messe Frankfurt shall assume that the presence of that person on the stand or in the exhibition hall is unauthorised and reserves the right to institute special measures, to expel that person from the exhibition grounds, and/or to file other claims or claim damages. Bringing guard dogs onto the exhibition grounds requires a permit issued by Messe Frankfurt that may be revoked by same at any time. Dogs shall be kept on a leash at all times. Weapons may not be brought onto the exhibition grounds, even for guarding purposes.

2.6. Evacuation in an emergency

For safety or security reasons, Messe Frankfurt may order the closure and evacuation of rooms, buildings or outdoor areas.

3. Technical data on, and equipment of, the exhibition halls and outdoor exhibition areas

3.1 Hall data

Since the technical data on the various exhibition halls differ from hall to hall, they have been listed in a separate document (cf. the document entitled "Technical Data on the Exhibition Halls of Messe Frankfurt").

3.1.1 General lighting, types of electrical supplies, supply voltages

The general lighting in the exhibition halls differs from hall to hall, and ranges from around 300 lux to around 400 lux, measured one meter above floor level. The electrical supplies and supply voltages available on the exhibition grounds are as follows:

Network type: TN-C-S

Supply voltage: 230 V / 400 V

Tolerances as per DIN EN 50160

3.1.2 Compressed air, electrical and water supplies

The compressed air, electrical and water supplies on stands located in exhibition halls are routed through existing installation channels to connection points in hall floors. On exhibition hall floors having supporting columns, electrical supplies are also available at terminal boxes mounted on these supporting columns.

3.1.3 Communications facilities

Stands located in exhibition halls are supplied with telephone, fax, data and antenna lines via existing

installation channels and connection points in hall floors.

On exhibition hall floors having supporting columns, connection points are also available at terminal boxes mounted on these supporting columns.

Guidelines for the operation of exhibitors' own WiFi networks at Messe Frankfurt: Exhibitors' own WiFi transmitters may only transmit in the 2.4 GHz band in accordance with currently applicable standards (802.11 b/g/n); transmission in the 5 GHz band is prohibited! The 5 GHz band is reserved exclusively for Messe Frankfurt in order to allow for the provision of exhibitor-specific solutions. As a result, WiFi transmitters may only transmit on channels 1, 6 or 11, and cannot be configured for automatic channel search. Channel bonding is not permitted, and the maximum channel bandwidth is 20 MHz. The maximum transmission power of the exhibitor's transmitter may not exceed -80 dBm at the edge of the stand. The SSID, i.e. your access point ID, must begin with your stand number (e.g. H4.0 B42). All of the aforementioned settings can be made using the access point configuration menu. Any transmitters other than WiFi transmitters are prohibited, as they can cause massive disruption to signals. In the event that exhibits require different transmitters, please contact us in advance. Naturally the afore-

mentioned rules and regulations are also applicable for WiFi transmitters in exhibits. The operation of WiFi networks that cause interference or disruption is prohibited. Messe Frankfurt reserves the right to shut down these networks. Forms for registering your own access point are available at www.messefrankfurt.com. Exhibitors' own WiFi transmitters must be registered in good time before a trade fair in order to ensure that these rules are complied with by all exhibitors.

3.1.4 Sprinkler systems

Exhibition halls are equipped with sprinkler systems.

Exhibits and decorations must be situated at least 1.0 m from sprinkler heads. Distances between lamps/spotlights and sprinkler heads should be chosen so as to preclude false triggerings of fire extinguishing devices through the heat generated by the lighting.

3.1.5 Heating, ventilation and air-conditioning

All halls are equipped with heating, ventilation and air-conditioning systems. These systems will be operational as required throughout events.

3.1.6 Outages

Messe Frankfurt should be notified immediately in the event of any outages of utilities, such as elec-

3.1 Hall data

tricity, water, compressed air, heating, ventilation or telecommunications systems, etc. Messe Frankfurt assumes no liability for any losses or damage due to such outages.

3.1.7 Stand air-conditioning

It is possible to individually air-condition stand areas. Messe Frankfurt's Exhibitor Service would be happy to provide you with an indi-

vidual offer. It is not permitted to use drinking water to flow-cool stands.

3.2. Outdoor areas

Outdoor areas are paved with asphalt or stones. The grounds have general road and walkway lighting systems that will be activated at

the onset of darkness during event opening hours. Necessary utilities connections are spaced at irregular intervals.

Please also be sure to note Item 4.8 "Outdoor areas" when conducting your planning.

3.3. Designation of clear gate heights

Gates having clear heights less than 4.00 m are designated by signs.

4. Stand construction regulations

4.1 Stand safety

Exhibition stands – including furnishings, exhibits and advertising media – must be structurally stable to ensure that there is no threat to public safety and order, and in particular that there is no danger to life or health. The exhibitor is responsible for the structural safety of their stands, and may be required to submit proof of same. Standing constructional elements or special constructions (e.g. free-standing walls, high exhibits, high

decorative elements) which might tip over must be designed to withstand the following equivalent distributed lateral loads q_h :

$q_{h1} = 0.125 \text{ kN/m}^2$ up to 4 m in height measured from the top of the floor

$q_{h2} = 0.063 \text{ kN/m}^2$ for all areas more than 4 m high measured from the top of the floor

The reference area is the respective surface area.

Verifiable proof of compliance is

to be compiled and presented to Messe Frankfurt on request.

Deviations are possible in substantiated individual cases as long as proper evidence is provided.

Bracing stands against neighbouring stands or existing building structures is prohibited.

In justified cases, Messe Frankfurt reserves the right to engage a structural engineer to conduct a chargeable verification of stand stability on site.

4.2 Stand construction permits, project permission

Permits are not required for the following:

For single-storey stands

- that are not considered to be special constructions
- whose stand area is less than 100 m^2
- whose height does not exceed 4.00 m

it is not necessary to submit planning documents.

Permits are required for the following:

Exhibition stands larger than 100 m^2 in area, stands located in outdoor areas, temporary structures, mobile stands, two-storey stands, special structures and special constructions require permission and are subject to additional cost. Special constructions include:

- Stand structures and exhibits that are more than 4 metres in height
- Closed ceilings
- Platforms and stages higher than 0.20 m
- Glass constructions
- Moving components
- Floor/ceiling connections

4.2.1 Inspection and permission for structures requiring a permit

Dimensioned stand plans drawn to a suitable scale (e.g. 1:100) complete with floor plans and perspective views shall be submitted in printed (in duplicate) or electronic form (PDF) for permission by no later than six weeks before the start of set-up to:

Messe Frankfurt Venue GmbH
Technical Event Management –

Trade Fairs

Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main
Germany
technics@messefrankfurt.com

After the stand plans have been inspected, one copy will be stamped as having received permission and returned to the exhibitor/stand constructor if accepted. Stand construction may not commence until the plans have been stamped as having received permission.

In order to receive permission for the following:

- special constructions,
- two-storey structures,
- exhibition stands located in outdoor areas,
- temporary structures,

4.2 Stand construction permits, project permission

– cinemas and auditoriums,
– stages and platforms,
the following documentation (in duplicate) must be submitted in German by no later than six weeks before the start of set-up:

- a) Structural calculations complying with German building standards which are checkable or have been checked by a second independent structural engineer
- b) Building description specifying the materials used (including certificates where applicable)
- c) Stand construction drawings to a suitable scale, e.g. 1:100 (floor plans, perspective views, sectioned views) as well as a ceiling plan with dimensions of the closed ceiling area(s).
- d) Escape route plan including lengths and widths of emergency escape route(s).
- e) Submission of a type certification / certification book renders item a) superfluous.

In the event that structural calculations examined by a second, independent structural engineer are not submitted, Messe Frank-

furt will commission a firm of engineering consultants to check the structural calculations and separately invoice the exhibitor for their services. The structural engineer will contact the stand construction manager at a specified time/after consultation in order to inspect the structural characteristics and approve the stand construction.

The costs of the permit process (inspection of the submitted documents and on-site approval) will be invoiced to the exhibitor/stand constructor. The absence of structural calculations can result in additional costs for the exhibitor / stand constructor.

4.2.2 Vehicles and containers

Vehicles and containers that are to be employed as exhibition stands in exhibition halls or outdoor areas require permission.

4.2.3 Alterations to stand structures not in compliance with regulations

Stand structures that have not been granted permission or that

fail to comply with these Technical Guidelines or the state of the art must be altered or removed from the premises.

In the event that said alterations or removal shall not have been concluded by the appointed time, Messe Frankfurt shall be entitled to make the required alterations at exhibitors' expense.

4.2.4. Limits of liability

Messe Frankfurt shall not be held liable for theft or deterioration of, or damage to, drawings, models, or other items of documentation submitted, regardless of any legal grounds that might apply.

In the event that the exhibitor or his subcontractor fails to comply with the stand construction regulations, the exhibitor shall assume full liability for any damage arising as a consequence of his violation of these stand construction regulations. Furthermore, the exhibitor shall indemnify Messe Frankfurt from any third-party claims asserted with respect to the violation of the aforementioned stand construction regulations.

4.3 Construction heights

The maximum construction heights for stands, rigging and advertising can be found at www.messefrankfurt.com. Advertising media, logos, etc., must be positioned at least 1 metre from the border with the

neighbouring stand. There may be special restrictions in particular halls. All measurements must be checked on site and Messe Frankfurt assumes no liability for figures being correct. The clear height of inside ar-

eas must be at least 2.30 m. The rear sides of stands adjacent to neighbouring stands must be kept smooth and be white in colour from a height of 2.50 m.

4.4 Fire protection and safety regulations

4.4.1 Fire protection regulations

Exhibition halls are equipped with fire alarms and fire extinguishing systems.

In the event that the operation of said fire protection systems shall

be restricted by stand construction work (e.g. by closed ceilings), exhibitors shall be obliged to undertake additional measures in order to guarantee their unrestricted operation, where same shall be coordi-

nated with Messe Frankfurt Venue GmbH, Technical Event Management. Please consult the following Tables 1 and 2 for the necessary measures. Closed ceilings are not permitted in foyers.

4.4 Fire protection and safety regulations

Table 1: Fire protection programme for one-storey exhibition stands with closed GF ceilings and two-storey exhibition stands with open TF ceilings (GF = ground floor, TF = top floor)

Ceiling area	0 - 30 m ²	31 - 100 m ²	101 - 200 m ²	201 - 400 m ²	401 - 1000 m ²
Fire protection measures					
Stand construction-materials incl. ceilings	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant
Stairs	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant
Emergency escape route length	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle
Exits from exhibition stands or from rooms located on stands (minimum width)	GF: one; 0.9 m TF: one flight of stairs; 0.9 m	GF: one; 0.9 m TF: one flight of stairs; 0.9 m	GF: Two, opposite one another, < 200 m ² : 0.9 m > 200 pers: min. 1.2 m + 0.6 m for each additional 100 pers. TF: Two flights of stairs opposite one another, each < 200 m ² : 0.9 m > 200 pers: min 1.2 m + 0.6 m for each additional 100 pers.	GF: Two, opposite one another, < 200 m ² : 0.9 m > 200 pers: min. 1.2 m + 0.6 m for each additional 100 pers. TF: Two flights of stairs opposite one another, each < 200 m ² : 0.9 m > 200 pers: min 1.2 m + 0.6 m for each additional 100 pers.	GF: Two, opposite one another, < 200 m ² : 0.9 m > 200 pers: min. 1.2 m + 0.6 m for each additional 100 pers. TF: Two flights of stairs opposite one another, each < 200 m ² : 0.9 m > 200 pers: min 1.2 m + 0.6 m for each additional 100 pers.
Emergency escape route signage	Yes	Yes Escape sign lights	Yes Emergency lighting	Yes Emergency lighting	Yes Emergency lighting
Fire extinguishers	GF: Yes TF: Yes 1+1 p. stairs	GF: Yes TF: Yes 1+1 p. stairs	GF: Yes TF: Yes 1 + 1 per stairs	GF: Yes TF: Yes 1 + 1 per stairs	GF: Yes TF: Yes 1 + 1 per stairs
Fire alarm system	GF: No TF: No	GF: Yes TF: No	GF: Yes TF: No	GF: Yes TF: No	GF: Yes TF: No
Acoustic/visual alarm	GF: No TF: No	GF: No TF: Yes	GF: No TF: Yes	GF: No TF: Yes	GF: Yes TF: Yes
Wall hydrant "S" at stand	GF: No TF: No	GF: No TF: No	GF: Yes, one TF: No	GF: Yes, two TF: No	GF: Yes, three OG: Yes, three
Smoke removal	GF: No TF: No	GF: No TF: No	GF: No TF: No	GF: Yes TF: No	GF: Yes TF: No
Sprinkling	GF: No TF: No	GF: No TF: No	GF: No TF: No	GF: No TF: No	GF: Yes TF: No

Please note: If there is no top storey used by people, the corresponding requirements for the top storey do not apply.

4.4 Fire protection and safety regulations

Table 2: Fire protection programme for two-storey exhibition stands with closed GF ceilings and closed TF ceilings (GF = ground floor, TF = top floor)

Ceiling area	0 - 30 m ²	31 - 100 m ²	101 - 200 m ²	201 - 400 m ²	401 - 1000 m ²
Fire protection measures					
Stand construction-materials incl. ceilings	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant
Stairs	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant	Minimum B1, flame retardant
Emergency escape route length	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle	GF: max 20 m to aisle TF: max 20 m to aisle
Exits from exhibition stands or from rooms located on stands (minimum width)	GF: one; 0.9 m TF: one flight of stairs; 0.9 m	GF: one; 0.9 m TF: one flight of stairs; 0.9 m	GF: Two, opposite one another, < 200 m ² : 0.9 m > 200 pers: min. 1.2 m + 0.6 m for each additional 100 pers. TF: Two flights of stairs opposite one another, each < 200 m ² : 0.9 m > 200 pers: min 1.2 m + 0.6 m for each additional 100 pers.	GF: Two, opposite one another, < 200 m ² : 0.9 m > 200 pers: min. 1.2 m + 0.6 m for each additional 100 pers. TF: Two flights of stairs opposite one another, each < 200 m ² : 0.9 m > 200 pers: min 1.2 m + 0.6 m for each additional 100 pers.	GF: Two, opposite one another, < 200 m ² : 0.9 m > 200 pers: min. 1.2 m + 0.6 m for each additional 100 pers. TF: Two flights of stairs opposite one another, each < 200 m ² : 0.9 m > 200 pers: min 1.2 m + 0.6 m for each additional 100 pers.
Emergency escape route signage	Yes	Yes Escape sign lights	Yes Emergency lighting	Yes Emergency lighting	Yes Emergency lighting
Fire extinguishers	GF: Yes TF: Yes 1+1 p. stairs	GF: Yes TF: Yes 1+1 p. stairs	GF: Yes TF: Yes 1 + 1 per stairs	GF: Yes TF: Yes 1 + 1 per stairs	GF: Yes TF: Yes 1 + 1 per stairs
Fire alarm system	GF: No TF: No	GF: Yes TF: Yes	GF: Yes TF: Yes	GF: Yes TF: Yes	GF: Yes TF: Yes
Acoustic/visual alarm	GF: No TF: No	GF: No TF: Yes	GF: No TF: Yes	GF: No TF: Yes	GF: Yes TF: Yes
Wall hydrant "S" at stand	GF: No TF: No	GF: No TF: No	GF: Yes, one TF: Yes, one	GF: Yes, two TF: Yes, two	GF: Yes, three TF: Yes, three
Smoke removal	GF: No TF: No	GF: No TF: No	GF: No TF: No	GF: Yes TF: Yes	GF: Yes TF: Yes
Sprinkling	GF: No TF: No	GF: No TF: No	GF: No TF: No	GF: No TF: No	GF: Yes TF: Yes

4.4 Fire protection and safety regulations

Explanations for Table 1 and 2

General remarks / Area data

Two-storey construction and the construction of closed ceilings are only permitted subject to the consent of Messe Frankfurt Venue GmbH, Technical Event Management. Area data in m² refers in each case to the closed ceiling area per storey; a rating in sections may be necessary. For stands with closed ceilings measuring 1,000 m² or over, an individual fire protection concept based on the Messe Frankfurt Technical Guidelines must be prepared and submitted to Messe Frankfurt for its consent.

Closed ceilings

The effectiveness of the sprinkler system (in the exhibition hall) must not be reduced by covered or multi-storey exhibition stands.

Ceilings are considered to be open:

- if no more than 50% per each m² of the roofed area is covered
- if sprinkler-compatible fabrics with a minimum mesh width of 2 mm x 4 mm or 3 mm x 3 mm are used (no Smoke Out). Tar-paulins are to be hung horizontally and only in one layer.

Fire protection measures:

- Up to 30 m² of ceiling area of each stand may be covered without any additional measures being necessary, as long as this does not exceed 50% of the stand area, as this does not reduce the effectiveness of the sprinkler system in the exhibition hall. It is also possible to have multiple ceiling areas of up to 30 m² within a single exhibition stand, as long as a minimum distance of 3.00 m is maintained between each ceiling area. In order to ensure that multiple ceiling areas taken together do not exceed the maximum size of 30 m², a distance of at least 1.50 m from the edge of the stand is to be maintained at all times.
 - Closed ceiling areas up to 100 m² in size require an automatic fire alarm system.
 - Closed ceiling areas that are larger than 100 m² in size also require the installation of wall hydrants for immediate fire-fighting measures
 - Closed ceiling areas that are 401 m² or larger require a sprinkler system for the area beneath the closed ceiling. It is not permissible to place multiple ceiling areas of up to 400 m² next to one another without a sprinkler system. A minimum distance of 5 m (straight line) must be maintained between the ceiling areas.
- Should a larger ceiling area result from not observing the minimum distance, including across multiple stands, the expenses incurred for compensatory measures according to Table 1 or 2 will be billed to those who caused them, including expenses for the affected neighbouring stand.
- The top storey must always be left open to ensure that the effectiveness of sprinkler systems is not impaired. If the ceilings of top storeys are closed, the additional requirements for areas in one-storey stands with closed ceilings shall apply. Please also see Item 4.4.2. Closed ceilings are not permitted in foyers.

4.4 Fire protection and safety regulations

Further general explanations:

Stand construction materials, stairs

All stand construction and decorative materials must comply at least with building materials class B1 of DIN 4102 and/or class B/C s1 d0 of EN 13501-1, i.e. must be flame retardant and neither form toxic gases nor drip while burning. In particular cases, special requirements can be prescribed for load-bearing structural parts on safety grounds. All stairways shall comply with DIN 18065.

Emergency escape routes

The routing and dimensioning of emergency escape routes are governed by the requirements of H-VStättR (Hessian guidelines on public meeting places). Distances within exhibition stands shall be measured according to walking distance.

Emergency escape route signage

Escape routes, emergency exits, emergency escape hatches and doors along emergency escape routes must be identified in accordance with the provisions of ASR A1.3 "Health and Safety Signage". In the event that stands are enclosed or darkened and the general emergency lighting for the exhibition hall is not sufficient, emergency lighting and safety signage must be provided for exits and emergency escape routes (cf. Section 15 H-VStättR). For stands with an enclosed area of 30-100 m², illuminated emergency exit signs are sufficient.

Wall hydrants

Additional wall hydrants at exhibition stands are to be provided primarily for self-help, but also for use by instructed persons. Wall hydrants for self-help comply with DIN 14461 Part 1 Type "S" and are to be marked with an "S" accordingly, in addition to safety marking. The capacity of the wall hydrants for self-help is 24 l/min with simultaneous operation of two wall hydrants with non-distorting hoses of 19 mm in diameter and a jet pipe with mouthpiece of 4 mm in diameter. Wall hydrants at exhibition stands are to be installed in the direct vicinity of stand entrances or, respectively, at the top or bottom of stairs. Wall hydrants are to be located so that every part of an exhibition stand can be reached with at least one hydrant. Stand personnel will be instructed in use of the wall hydrants by Messe Frankfurt.

Fire extinguishers

Every level of an exhibition stand must be equipped with at least one fire extinguisher appropriate to the existing fire risk. One additional fire extinguisher must be provided for each further 200 m². An additional fire extinguisher must be provided at the top of each flight of stairs within a stand. The fire extinguishers must have an extinguishing capacity of at least 27 A for fire classification A or 144 B for fire classification B and should not weigh more than 12 kg. Suitable fire extinguishers must be provided if stands have kitchens.

Exhibitors must label fire extinguishers with their stand number and exhibitor name to ensure that they can be properly assigned to the correct stand areas.

Fire alarm system

The automatic fire alarm systems on exhibition stands with closed ceilings are designed to detect a fire at an early stage and to warn both stand visitors, especially those on the top floor of a stand, and the fire service. In this way, the conditions for escape are significantly improved and fire service intervention times minimised. As well as warning facilities, systems for smoke removal can be activated by an automatic fire alarm system.

Acoustic/visual alarm

An acoustic/visual warning system must be installed on the top floor of two-storey exhibition stands if there is no visual contact with the exhibition hall. In this way, people on the top storey can be warned at an early stage if there is a fire alarm on the ground floor. The warning system is activated/triggered by the automatic fire alarm system on the ground floor of a two-storey stand. For exhibition stands with closed ceilings larger than 400 m², a warning system of this type must be provided on the ground floor too. Soundproof booths must additionally – irrespective of their size – either allow visual contact to the outside or feature an acoustic/visual signal system combined with an alarm button or an emergency switch outside the booth.

4.4 Fire protection and safety regulations

Smoke removal

Smoke removal from exhibition stands is by natural means or mechanically into the exhibition hall and from there by natural means or mechanically to the outside. No smoke extraction system is required for exhibition stands with a ceiling area of less than 200 m². For stands with a ceiling area of up to 1,000 m², smoke removal openings with clear opening space totalling 1 percent of the stand area, windows or doors with clear opening space totalling 2 percent of the stand area or a mechanical smoke extraction system with an air volume flow rate of 36 m³/h per square metre of stand area are considered adequate. No requirements relating to maintenance of thermal and electrical functions apply to systems for mechanical smoke removal from exhibition stands, since such smoke removal is only relevant in the self-help phase and possibly for giving help to third parties and no requirements are prescribed for exhibition stand elements either. A mechanical smoke removal system is triggered/activated via the automatic fire alarm system.

Sprinkler systems

Closed ceiling areas that are larger than 400 m² require a sprinkler system for the area beneath the closed ceiling.

It is not permissible to place multiple ceiling areas of up to 400 m² next to one another without a sprinkler system. A minimum distance of 5 m (straight line) must be maintained between the ceiling areas.

Should a larger ceiling area result from not observing the minimum distance, including across multiple stands, the expenses incurred for compensatory measures according to Table 1 or 2 will be billed to those who caused them, including expenses for the affected neighbouring stand.

4.4.1.1 Stand construction and decorative materials

Materials that are flammable, drip while burning or generate toxic gases or large amounts of smoke, such as most thermoplastics (including polystyrene (styrofoam)), cannot be used for stand construction. For safety reasons, special requirements may be imposed for load-bearing structural components in individual cases (e.g. non-flammable). Attachments that are structurally necessary or load-bearing can only be made using non-flammable fasteners and materials. Stand construction and decorative materials must be flame-retardant (class B1) and cannot drip while burning, generate minimal smoke in accordance with DIN 4102-1 / must comply with class B/C –s1, d0 in accordance with EN 13501-1. Test certificates stating the classifications of the building materials employed shall be kept available at the stand at all times. Bamboo, reed, hay, straw, bark mulch, peat or similar materials do not generally satisfy the aforementioned requirements, and should generally be afforded special protection or treated to render them non-flammable. Deciduous and coniferous trees may only be used if their roots are kept moist at

all times. Attachments that are structurally necessary can only be made using fasteners approved for this purpose (e.g. plastic cable ties are prohibited!).

4.4.1.2 Exhibiting motor vehicles

Messe Frankfurt Venue GmbH's Technical Event Management Department must be notified if motor vehicles are to be exhibited. This notification must include the number of vehicles, as well as the specification of the type(s) of vehicle(s) to be shown.

Vehicles with combustion engines

- The fuel tank must be locked and nearly empty.
- Vehicles being exhibited may be powered by the starter battery as long as it is ensured that no hazardous gases are produced (e.g. by using gel batteries), the battery contacts are configured such that they are safe to touch, and the starter remains disconnected from the battery.
- The battery is to be disconnected or removed in all other cases.

Vehicles with natural gas propulsion systems

- The gas tanks must have been emptied and depressurised (see also Item 5.7).

Vehicles with alternative drive technologies, e.g. electrically-powered vehicles or hybrid vehicles

- The fuel tank must be locked and nearly empty.
- The drive motor must be disconnected from the battery, e.g. by means of a battery disconnect switch.

4.4 Fire protection and safety regulations

- It must be ensured that there is no voltage at the high-voltage battery / the high-voltage battery must be in a typical, non-critical state for a battery (charged/discharged).
- The charging of batteries in the exhibition halls is prohibited.
- The positions of the vehicles within the stand area must be shown on a plan.
- The relevant rescue sheets must be kept at the stand, and are also to be submitted to Messe Frankfurt in advance.
- Vehicles with fuel cells or other drive units are considered separately.

A sufficient quantity of suitable extinguishing units/agents for all vehicles is to be kept available at the stand at all times.

Messe Frankfurt Venue GmbH reserves the right to require additional measures.

4.4.1.3 Explosive materials

Explosive materials are subject to the German Explosives Act (Sprengstoffgesetz), and may not be exhibited at trade fairs or exhibitions. The same applies to ammunition in the sense of the German Firearms Act (Waffengesetz).

4.4.1.4 Pyrotechnics

Pyrotechnic shows must be registered with Messe Frankfurt. Furthermore, approval must also be obtained from local authorities. Pyrotechnic articles lacking a certificate of conformity and fireworks of categories II, III and IV are prohibited.

4.4.1.5 Balloons

The use of balloons filled with a combustible gas in the exhibition halls or outdoor areas is prohibited. It is possible to apply to Messe Frankfurt Venue GmbH's Technical Event Management Department for its permission for balloons filled with safety gas that are firmly anchored to a stationary structure, are located within the stand and do not exceed the maximum height. The distribution of gas-filled balloons is prohibited.

4.4.1.6 Flying objects

The use of flying objects in the exhibition halls or outdoor areas is prohibited. Exceptions to this rule require the prior written consent of Messe Frankfurt Venue GmbH.

4.4.1.7 Fog machines, hazers and laser systems

Due to the fact that the use of fog and haze may trigger the automatic fire alarms installed in the exhibition halls, Messe Frankfurt Venue GmbH's Technical Event Management Department must be notified in writing of the use of such devices at least six weeks before the start of the set-up period. This notification must include the number of such devices, their model(s), and information on the type of fog generation being employed. No specific form is necessary for this notification. A copy of the operating instructions for the device(s) and safety data sheet for the fog fluid(s) must also be provided. The cost of any measures necessary to deactivate fire alarm systems may be charged to the exhibi-

tor or organiser by Messe Frankfurt. If the utilisation of fog machines is not coordinated with Messe Frankfurt and the fire alarm system issues a false alarm as a result, we will be forced to pass on the costs resulting from the deployment of the fire brigade to the party responsible.

Fog machines may not be utilised if they result in the disruption of operations at neighbouring stands. For this reason, it is also necessary to specify the times during which the machines will be used and how often they will be used. Suitable measures must be devised to ensure that the volume of fog is kept to a minimum in areas where it is not required. It may be necessary for you to obtain the consent of your neighbouring stands.

Only those fog machines which satisfy the fundamental requirements of the German Product Safety Act (ProdSG) may be used. If fog machines are to be used as vaporisers, it is recommended that the declarations of conformity for the devices used confirm their compliance with DIN VDE 0700-245. The type of use and specific conditions of use must be taken into account when selecting fog machines. The fog machine operator must have access to the corresponding operating instructions. The only fog fluids which can be used inside the exhibition halls are those which do not contain any flammable, highly flammable or extremely flammable substances pursuant to Section 3 of the German Hazardous Substances Ordinance (GefStoffV) and which are not clas-

4.4 Fire protection and safety regulations

sified as hazardous substances under EU guidelines. Fog machine fluids can only be stored in the manufacturer's original packaging. During operation it is important to ensure that there is no heat accumulation and that the housing is able to dissipate heat without hindrance. In order to avoid the danger of fire from overheating in the event of a malfunction, the power supply to any fog machines not being used must be disconnected. The use of laser systems must also be registered, see Item 5.10.3.

4.4.1.8 Ash containers, ashtrays

If smoking has not been expressly prohibited on stands or parts of stands, exhibitors must ensure that an adequate number of ash containers or ashtrays made from non-combustible material are provided and that they are emptied regularly.

4.4.1.9 Containers for trash, recyclable materials and residual waste

No containers for trash, recyclable materials or residual waste that have been fabricated from combustible materials shall be set up on stands. All containers on stands shall be regularly emptied, no later than every evening following the close of the event, and their contents deposited in the containers for recyclable materials or residual waste at the stations at exhibition hall exits. In the event that large quantities of combustible waste are generated, same shall be safely disposed of several times a day. Trash bags may be deposited in

aisles daily for pick-up following the close of the event.

4.4.1.10 Spray guns, nitrocellulose lacquers, cleaning agents, solvents

The use of spray guns is prohibited in all exhibition halls. There is also a ban on the use of all substances, paints, lacquers and varnishes containing solvents. The use of flammable liquids and construction and working materials that release toxic fumes is forbidden.

4.4.1.11 Work that poses a fire hazard

Messe Frankfurt Venue GmbH's Technical Event Management Department must be notified in advance of any work that poses a fire hazard, including e.g. welding, cutting, soldering, separating and grinding work. Work cannot begin until permission has been granted and the permit has been received. The surrounding area must be adequately protected against hazards during such work. Suitable extinguishing units/agents are to be kept in the direct vicinity and ready to use at all times.

4.4.1.12 Empty packaging / storage of materials

The storage of empty packaging/flammable materials of any type (e.g. packaging and packaging materials) either inside or outside the stand in the exhibition hall is prohibited. All empty packaging is to be removed without delay. It can be placed into storage by Messe Frankfurt's Logistics Services department:

Logistics Services
Cargo Center Messe Frankfurt
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main
Germany
Phone +49 69 75 75-60 75
Fax +49 69 75 75-9 60 75
logistics@messefrankfurt.com
In the event that the exhibitor does not comply with a request to remove items that are improperly stored, or with a request to immediately remove any empty packaging, Messe Frankfurt shall be authorised to have the items removed at the expense and risk of the exhibitor.

4.4.1.13 Fire extinguishers

Every stand shall be equipped with at least one fire extinguisher. See also Section 4.4.1.

4.4.1.14 Water features/pools

In the event that water is used in pools, fountains, water wall and air humidification systems or other spray systems at stands, proper hygienic conditions must be maintained at all times. Proof of compliance is to be presented to Messe Frankfurt on request.

4.4.2 Stand ceilings

In order to ensure that sprinkler protection is not impaired, stands in halls with sprinklers must always be open at the top. Ceilings are to be considered open when no more than 50% per each m² of the roofed area is covered.

Sprinkler-compatible ceilings with a mesh size of at least 2 x 4 mm or

4.5 Exits, escape routes, doors

3 x 3 mm are permissible (no smoke out). Tarpaulins are to be hung horizontally and only in one layer. Tarpaulins should not be allowed to sag. Up to 30 m² of contiguous ceiling space may be covered for one stand without any additional measures being necessary, as long as this does not exceed 50% of the stand area. In order to ensure that multiple ceiling areas taken together do not exceed the maximum size of 30 m², a distance of at least 1.50 m from the edge of the stand is to be maintained at all times.

Should a larger ceiling area result from not observing the minimum distance from stand edges, including across multiple stands, the expenses incurred for compensatory measures according to Table 1 or 2 will be billed to those who caused them, including expenses for affected neighbouring stand(s).

It is also possible to have multiple ceiling areas of up to 30 m² within a single exhibition stand, as long as a minimum distance of 3.00 m is maintained between each ceiling area.

If the contiguous placement of multiple ceiling areas (including across multiple stands) results in a total area of greater than 30 m², suitable compensatory measures are required (please see Item 4.4.1, Table 1 "Fire protection programme for one-storey exhibition stands with closed ground floor ceilings and two-storey exhibition stands with open top floor ceilings"). Closed ceilings are not permitted in foyers. A permit is required for closed ceilings larger than 30 m².

Plans are to be submitted to Messe Frankfurt Venue GmbH's Technical Event Management Department for its consent by no later than six weeks before the start of set-up. The installation of corresponding compensatory facilities (wall hydrant, fire alarm system, visual/acoustic alarm, automated smoke extraction system, sprinkler system) is to be performed by companies authorised by Messe Frankfurt and entails a fee. Soundproof booths that are 30 m² or larger must be equipped with a fire alarm system. All soundproof booths – regardless of size – must have either a visual link with the outside or a visual signalling system combined with an alarm button or emergency-off button outside the booth.

All requirements relating to the installation of closed ceilings can be found under Item 4.4.1, Tables 1 and 2.

4.4.3 Glass and acrylic glass

Only glass suitable for the intended use shall be employed. All glass employed on glass structures shall be safety glass. Please request our instruction sheet entitled "Use of glass and acrylic glass in stand construction and design inside fair halls". The edges of glass panes shall be ground or protected such that personal injuries are precluded.

Structural elements fabricated entirely from glass shall be marked at eye level.

4.4.4 "Trapped rooms" / occupied rooms

"Trapped rooms" (rooms which can only be exited via other occupied rooms) are only permissible under the following conditions:

- In the rooms through which trapped rooms exit, there must be a suitably wide escape route (dimensions according to H-VStättR [Hessian guidelines on public meeting places], but at least 90 cm) which at no point in time may be blocked or otherwise made unusable.
- If there is no direct line of sight to the exhibition hall, it is required to install an optical and acoustic warning system to ensure that alarms can be triggered at any time. This system will be installed exclusively by companies under contract to Messe Frankfurt, at the exhibitor's expense.

4.5.1 Exits, escape routes

The distance between any point on an exhibition area and an exhibition hall aisle shall not exceed 20 m walking distance.

Lounges, workrooms, and exhibition areas that are intended for fewer than 100 visitors, as well as exhibition areas having floor areas of 100 m² or less, shall have at least one exit having a minimum width of 0.90 m.

Every stand with a floor area larger than 100 m² and/or that is intended for more than 100 visitors must have at least two exits, as far apart as possible and at opposite ends of the stand. The widths of said exits and escape routes shall depend upon the maximum number of persons and shall be as follows (see

also Section 4.4.1):

- fewer than 200 persons, at least 0.90 m;
- more than 200 persons, at least 1.20 m.

Larger exit widths shall be graduated in 0.60 m increments per 100 persons only. Escape routes shall be marked in accordance with the

German accident prevention regulations and ASR A 1.3 "Health and Safety Signage".

4.5.2 Doors

Employment of swinging doors, curtains, revolving doors, doors that require entry of a code in order to open them, sliding doors, or

other means for restricting access along escape routes is prohibited. Doors along escape routes must open in the direction of escape, be easy to open from inside to their complete width, but may not block the aisles when open.

4.6 Platforms, ladders, stairs, landings

Publicly accessible areas that directly border on areas more than 0.20 m below them shall be bordered by railings unless they are connected to the lower levels by steps or ramps. The maximum slope of ramps on rescue and escape routes is 6%. The railing must be at least 1.10 m high. In areas where small children can be expected, railings and banisters should be designed such that they are difficult to climb over. There must not be more than 0.12 m space between railing/banister components in any direction. Handrails shall be rigid, provide a secure grip and have no exposed ends. A verifiable structural certification must be submitted for the platform; the inspection and approval of this special construction entails costs for which the exhibitor / stand constructor will be billed

The load-bearing capacity of floors shall, in accordance with its usage, conform to DIN EN 1991-1-1/NA:2010-12 Table 6.1 DE (Cat. C1), and shall be at least 3,0 kN/m². In accordance with DIN EN 1991-1-1/NA:2010-12 Table 6.12 DE, railings and banisters must be designed to withstand a horizontal live load (for areas of Cat. C1 – C4) of $q_k = 1.0$ kN/m at handrail height. Accessible single-level platforms cannot

be more than 0.20 m above floor level. The substructure of the platform floor must comply at least with building materials class B1 of DIN 4102 and/or class B/C s1 d0 of EN 13501-1, i.e. must be flame retardant and neither form toxic gases nor drip while burning. Nothing may be stored beneath platforms or podiums. They shall have zero fire load. Hollow spaces in platforms whose height is less than 0.20 m do not have to be monitored using automatic fire alarms. Hollow spaces in platforms with automatically operated turntables or with concentrations of cable fire loads are, insofar as they are higher than 0.20 m, to be monitored using automatic fire alarms located within the hollow spaces. If platforms with electrically-operated turntables are adjacent to other hollow spaces, these are to be separated structurally in order to prevent the spread of smoke to adjacent areas. Ladders, stairs, and landings must comply with current German accident prevention regulations.

All stairways must comply with DIN 18065. The distance between any point in the stand and an exhibition hall aisle shall not exceed 20 m walking distance. The number and clear width of stairs shall depend on the area of the top

floor and the number of persons on the top floor (see also Section 4.4.1):

- Top floor area up to 100 m², fewer than 200 people: 1 flight of stairs, minimum width 0.90 m
- Top floor area between 100 m² and 200 m², fewer than 200 people: 2 flight of stairs, minimum width 0.90 m each, arranged oppositely
- Top floor area between 100 m² and 200 m², more than 200 people: 2 flight of stairs, minimum width 1.20 m each, arranged oppositely
- Top floor area more than 200 m²: 2 flight of stairs, minimum width 1.20 m each, arranged oppositely
- For each additional 100 people: an additional 0.60 m is added to the clear width of each flight of stairs for each additional 100 people

Spiral and circular staircases are approved for use as auxiliary stairways. Moving components, such as escalators or rotating stages (special constructions), require the prior consent of Messe Frankfurt Venue GmbH's Technical Event Management Department. Stairways that are at least 1.20 m wide must have handrails on both sides. Steps that are wider than 2.40 m must have central handrails.

4.7 Stand design

4.7.1 Stand appearance

Exhibitors are responsible for designing their stands, where typical exhibition criteria applicable to the event in question shall apply. Stand construction shall be such that their edges bordering on aisles shall be as transparent as practicable. The target should be a frontage that is 70% open. Lengthy, enclosed stand structures bordering on aisles are not permitted and must be interrupted by display cases, niches, displays or similar. The rear sides of stands adjacent to neighbouring stands must be kept smooth and be white in colour from a height of 2.50 m, or must be positioned at least 1.00 m from the border of the neighbouring stand, so as not to impair the design of the neighbouring stand. Insofar as trade fair visitors are able to look down onto stand roofing, same shall be incorporated into stand designs (Forum 0, Hall 3.0, Galleria 0, Hall 5.0 West and East, Hall 6.0 East).

4.7.2 Verification of rented areas

Rented areas shall be marked as such by Messe Frankfurt. Following stand allocation, each exhibitor undertakes to inform themselves on site of the position and dimensions of any structures or facilities on their stand, particularly hall supports, fire alarms, the routing of supply ducts, ventilation systems and uneven floors etc., and to inform the stand constructor accordingly.

Messe Frankfurt assumes no liability for the accuracy of the dimensions given in hall and stand plans. Assigned stand areas shall be observed at all times. Even lighting fixtures and signs should not be allowed to protrude beyond the boundaries of stand areas.

4.7.3 Interventions in the structures and equipment of buildings

Components of exhibition hall structures and their technical facilities shall not be damaged, dirtied or otherwise altered by, e.g. drilling into same or driving nails or screws into same. Painting, wallpapering, or affixing posters or other items is also prohibited. Components of exhibition halls and their technical facilities shall not be subjected to static loadings by stand structures or exhibits. The supporting columns of exhibition halls located within stands may be enclosed up to the level of the maximum stand height allowed, provided that they shall not be damaged thereby. Installations on hall supports, walls and technical facilities must be freely accessible. If necessary, appropriate servicing hatches must be provided.

4.7.4 Exhibition hall floors

Carpets and other floor coverings shall be laid such that accidents will be prevented, and shall not extend beyond stand boundaries. Only PE/PP double-sided tape that may be removed without leaving any

residues shall be employed for holding carpets and floor coverings in place.

All materials employed shall be completely removed by exhibitors without leaving any residues. Any substances such as oil, grease, paint, and similar must be removed from the floor immediately.

Exhibition hall floors shall not be painted or have anything glued onto them. Stand utilities, lines laid out on stands, servicing access hatches etc., shall not be obstructed. Driving or setting anchorings or other mounting hardware into the floors is prohibited.

Carpets and other floor coverings used on exhibition areas shall be at least flame-retardant according to DIN 4102 - B1 and/or EN 13501-1 class C. Test certificates stating the classifications of the building materials employed shall be kept available on stands at all times.

4.7.5 Suspension points/chain hoists/installation of trusses/fasteners

Elements may only be suspended from the technical facilities provided for this purpose.

All suspensions are subject to approval and the necessary work must be carried out in accordance with the applicable DGUV-17/18 regulation. This also applies to suspensions with pre-rigging and suspensions with ground support systems. All spring-loaded carabiners are prohibited, included when used as a secondary securing apparatus (safety) for lights. All spring-loaded carabiners are prohibited. All ropes, any

4.7 Stand design

cables and chain slings used must also be in compliance with DGUV-17/18 and must be dimensioned for the load to be borne. The fitters must be in possession of the relevant certification in accordance with DGUV-17/18, "Specialist for load-securing devices". Suspensions from the hall ceiling may only be handled by Messe Frankfurt and companies working under contract to Messe Frankfurt. Order forms must be accompanied by a floor plan showing the suspended loads and requested suspension point positions. For complex systems (constructions with more than one cable), it is necessary to submit a load plan with the order that shows not only the overall load, but also all of the individual loads and cable loads. A separate structural calculation may be needed under certain circumstances and must be submitted to Messe Frankfurt on request. Messe Frankfurt reserves the right to engage a structural engineer to verify the applied loads and the structures used. Furthermore, Messe Frankfurt reserves the right to engage a structural engineer to verify the applied loads and the structures used. This verification procedure incurs costs, which will be charged to the ordering party/exhibitor. The maximum height restrictions also apply to the truss system and must be observed accordingly. Please also be sure to note Item 5.3.6 "Equipotential bonding (stand earthing) for metal constructions" when conducting your planning.

4.7.5.1 Electric chain hoists

Electric chain hoists may only be used in halls equipped with heavy-duty suspension points. Electric chain hoists may not be used in halls with 50 kg suspension points (Halfen cast-in channels). Use of such electric motors is subject to the requirements for electric chain hoists in the event technology industry (Igvw SQ P2). Available for download at: <http://www.igvw.org/igvwsqp2web.pdf>

The weight of the electric chain hoists must be taken into consideration on the loading diagram to ensure that the load-bearing points are not overloaded.

The contractor must ensure that the chain hoists are tested every year. The seal of approval must be attached to each motor in such a way as to be easily visible. The test records must accompany the motors at all times and must be kept ready for inspection at the operating location. These tests do not replace the mandatory inspection by an official expert every 4 years.

4.7.5.2 Manual chain hoists/installation of trusses

Manual chain hoists may only be used in conjunction with cables that are at least 8 mm thick, and only in halls with suspension points for heavy loads. A suitable end connection (e.g. cable lock) is to be provided. "Cable holders" cannot be utilised with chain hoists for dynamic loads. Please note that all suspension points for light loads (generally these are 50 kg suspension points) are ONLY provided

with 5-6 mm cables as standard!

The use of manual chain hoists with such suspension points is prohibited. It is absolutely essential that the intention to use manual chain hoists be specified when an order is placed!

Manual chain hoists may only be used for "single line" constructions and must not be used for complex systems.

The load-bearing hook of the chain hoist must be suspended perpendicularly above the load's centre of gravity. The number of people lifting at any time must be equal to the number of manual chain hoists in use! A load must never be lifted unless there is the obligatory manpower! Attention must be given to ensuring that loads are lifted/raised evenly.

Attention must also be given to ensuring that nobody is standing/walking under the load during the lifting operation.

The weight of the manual chain hoists must be taken into consideration on the loading diagram to ensure that the load-bearing points are not overloaded.

All manual chain hoists and polyester round slings must always be secured with an additional steel cable or an approved chain (so-called 'safeties').

4.7.5.3 Fasteners

Plastic cable ties must not be used to secure components that are subjected to static loads. Only approved fastening means (including high-strength shackles, screw-lock carabiners) may be used as fasteners and safeties. Attachments that

4.7 Stand design

are structurally necessary can only be made using fasteners approved for this purpose (e.g. plastic cable ties are prohibited!).

4.7.6 Stand bounding walls

Messe Frankfurt shall erect, in general, standard partition walls having a height of 2.50 m and supporting feet up to 0.12 m in length.

Stands open on one side shall be provided with one rear wall and two side walls. Stands open on two sides shall be provided with either one rear wall and one right or left side wall, or two side walls only. Stands open on three sides shall be provided with one rear wall only.

Stands open on all four sides shall not be provided with any partition walls. The areas of such stands shall be delimited by markings on exhibition hall floors.

In the case of stands open on one side or two sides, 5 cm shall be deducted from the confirmed stand widths in order to obtain the clearances between the inner surfaces of their partition walls.

Under no circumstances shall partition walls be damaged. Messe Frankfurt reserves the right to invoice exhibitors for any repairs that may be required.

In the event that exhibitors or their stand builders shall notice any damage to these plastic-coated walls at the commencement of stand construction, the service office responsible for the hall shall be informed immediately.

Light objects may be attached to stand walls using decoration

hooks, which are available from hall service offices. These hooks are to be hung on the top edges of stand wall systems and are capable of supporting loads of 4 kg or less. No more than two such hooks shall be hung on any wall element. The stand wall system employed has plastic-coated surfaces, into which no nails or screws shall be driven, which shall not be painted, and onto which nothing shall be glued. In exceptional cases, Messe Frankfurt Medien und Service GmbH (MFS) shall allow walls to be wallpapered using suitable materials, provided that it shall be reimbursed for the costs of restoring them to their original conditions by exhibitors prior to the commencement of the wallpapering work involved. Affixing lacquered wallpaper, washable wallpaper or any other wallpaper having a barrier coating of any kind to stand wall systems is prohibited. Affixing any self-adhesive tapes, foils, or similar to stand wall systems is also prohibited. Additional partitioning walls for conference cabins on stands or for other subdivisions of stands shall be set up at exhibitors' expense upon request. MFS shall have the work required performed by a specialist company. Fairconstruction also offers exhibitors system stands for rental in a range of standard sizes, equipment and furnishing packages ranging from 9 to 150 m², as well as custom stands for other stand sizes on request. These stands can be ordered using the Fairconstruction stand configurator (www.fairconstruction.com).

4.7.7 Advertising media/ presentations

Stand and exhibit lettering and company and brand logos shall not exceed the maximum construction height (cf. the addendum hereto). Advertising materials, logos etc. are to be kept at least 1.00 m from the border of the neighbouring stand. Same should have an attractive appearance.

Presentations, visual advertising media, slow-moving and acoustic advertising media, and playback of recorded music shall be allowed, provided that neighbours shall not be disturbed thereby, no traffic jams shall occur in aisles, and Messe Frankfurt's own public address system shall not be drowned out. Sound pressure levels at the boundaries of the stands involved shall not exceed 70 dB(A). In the event of violations of that regulation, Messe Frankfurt shall be entitled to take action against offenders and, if necessary, demand that the offending equipment be shut down.

For shows and similar events, the Employers' Liability Association regulations "Event and production locations for stage presentations" DGV-17/18 must be observed. Messe Frankfurt is to be notified of any shows, or product presentations involving shows, that are planned.

Distribution of printed matter and employment of advertising media by exhibitors is allowed on their own stands only.

4.8 Outdoor exhibition areas

4.7.8 Barrier-free construction

Stands should be designed to ensure barrier-free access. It should be possible for mobility-impaired persons to easily access stands and use their facilities without assistance.

4.7.9 Foundations, pits

In the event that exhibitors are planning any foundations, pits or other structural alterations, scaled plans detailing the loads and dimensions of exhibits and storage areas must be submitted to Messe Frankfurt Venue GmbH's Technical Event Management Department for its consent by no later than six weeks before the start of the event.

Exhibitors shall be responsible for all associated costs as well as expenses to restore any items altered to their original conditions immediately following conclusion of the event. Orders are to be directed exclusively to Messe Frankfurt. The foregoing general regulations

governing stand construction also apply, suitably modified, to stand construction and stands erected on outdoor exhibition areas. In the case of stands to be erected on outdoor exhibition areas, exhibitors shall submit scale floor plans and top/side/perspective view drawings covering the planned stand structures and stand design, complete with their precise dimensions, to Messe Frankfurt Venue GmbH, Technical Event Management, for approval no later than six weeks prior to the start of set-up work. Exhibitors shall be charged for approvals of stands to be erected on outdoor exhibition areas.

Checked, or checkable, static computations shall be included with the sets of drawings submitted. If no checked static computations are submitted, checking by a firm of engineering consultants engaged by Messe Frankfurt shall be required. The charges therefor shall be separately invoiced to exhibitors by the respective firm of

engineering consultants.

Insofar as superstructures have been classified as temporary structures, a valid certification book must be submitted. Messe Frankfurt's Technical Event Management must be notified if temporary structures are to be erected. The approval documentation/certification book must be at the stand for approval before the start of the event. The exhibitor/stand constructor will be invoiced for the costs of approving the temporary structure. In the event that exhibitors plan any excavations for foundations, pits, pipelines, cables, flagpoles etc. in outdoor exhibition areas, approvals for same must be obtained from Messe Frankfurt, Technical Event Management, in good time. This work may not be carried out until approval has been obtained. Ground anchors such as ground pegs etc. are not permitted.

4.8 Outdoor areas

Outdoor areas at Messe Frankfurt are paved or asphalted circulation areas.

During hours of darkness, outdoor areas are illuminated by a general network of street and pavement lighting in accordance with the opening hours of the event.

The required utility connections are present at irregular intervals.

The foregoing general provisions

for stand construction shall apply analogously for stands in outdoor areas.

4.8.1 Stand construction permits / stand structures requiring consent

For stands in outdoor areas, dimensioned floor plans and perspective views for the planned stand constructions and stand

designs, including the precise dimensions, must be submitted to Messe Frankfurt Venue GmbH's Technical Event Management Department for its consent by no later than six weeks before the start of set-up. The inspection of stands in outdoor areas is subject to a fee. This submission must also include verified or verifiable structural calculations. In the event that the

4.8 Outdoor exhibition areas

structural calculations have not been verified, Messe Frankfurt will have to commission a firm of engineering consultants to conduct an examination. The firm of engineering consultants will invoice the exhibitor separately for the costs of this examination.

Insofar as superstructures have been classified as temporary structures, a valid certification book must be kept at the stand. Messe Frankfurt Venue GmbH, Technical Event Management must be notified if temporary structures are to be erected. The approval documentation/certification book must be at the stand for inspection before the start of the event. The exhibitor/stand constructor will be invoiced for the costs of inspecting the temporary structure.

4.8.2 Ground anchors/excavations

Ground anchors such as ground pegs etc. are not permitted. In the event that exhibitors are planning any excavations for foundations, pits, pipelines, cables, flagpoles etc. in outdoor areas, consent for same must be obtained from Messe Frankfurt Venue GmbH's Technical Event Management Department in good time before-

hand. This work may only be carried out by companies commissioned by Messe Frankfurt Venue.

4.8.3 Weather-related loads 4.8.3.1 Wind loads

All stand constructions in outdoor areas must be adequate in design and size to withstand the strains resulting from wind loads in accordance with DIN EN 1991-1-4 and the location-specific wind zone.

4.8.4 Severe weather warnings

In the event that severe weather is expected and any of the following are forecast:

- Wind gusts > 13 m/s (wind speed > 6 Beaufort scale – including for individual gusts)
 - Severe thunderstorms with wind gusts, torrential rain or hail
 - Torrential rain > 20 l/m² in an hour
 - Snowfall up to 10 cm within the next 6 hours
 - Icy surfaces / black ice resulting from the rapid freezing of rain, drizzle or other moisture
- Messe Frankfurt will issue a general severe weather warning to all exhibitors / customers with stand constructions in outdoor areas. Once this has occurred, all exhibi-

tors with stand constructions and/or temporary structures that are vulnerable to wind load must immediately take all measures necessary to shut down operations. The necessary measures must be carried out in accordance with the model approval and/or the structural engineer's specifications / inspection report.

For mobile items/equipment (e.g. small exhibits, furniture, sun umbrellas, small promotional signs/displays etc.), the exhibitor must ensure that these items can be removed and stored quickly at any time in the event of a severe weather warning. Suitable storage capabilities must be maintained at the stand.

Person responsible

In order to ensure that everyone can be informed directly of severe weather warnings, an individual must be designated as the person responsible for this for every phase of the event (set-up/event/dismantling) by no later than the start of the set-up period. The name and mobile phone number of this person must be provided, and they must remain in the stand/event area in order to be able to immediately carry out the necessary measures for shutting down operations.

4.9 Two-storey structures

4.9.1 Requests for approval

Two-storey structures require the approval of Messe Frankfurt's Technical Event Management. Inquiries should be submitted no later than six (6) weeks prior to the start of set-up work to the following address:

Messe Frankfurt Venue GmbH
Technical Event Management
Ludwig-Erhard-Anlage 1
D-60327 Frankfurt am Main
technics@messefrankfurt.com
Exhibitors shall be charged for checking of plans for two-storey structures. Said charges are exclusive of charges for a required fire alarm system or other fire protection measures that may become necessary.

4.9.2 Restrictions applying to stand superstructures, safety clearances and the heights of stand interiors

In the interest of the overall character of the exhibition hall and for safety reasons, Messe Frankfurt reserves the right to withhold approval of two-storey structures at its own discretion.

The clear height of interiors in multi-storey structures must be at least 2.30 m. If 30 m² or more of the stand area is covered by the upper storey, this area must be equipped with an automatic fire alarm system. Other measures may also be necessary – please see Item 4.4.1, Tables 1 and 2, for detailed information. The exhibitor is to order any necessary compensatory measures from Messe Frankfurt Venue GmbH, Technical Event Management. Messe Frank-

furt will arrange for the necessary installations and invoice the exhibitor for the costs entailed.

Structural calculations submitted to Messe Frankfurt for inspection or which have already been inspected will be given to a firm of engineering consultants commissioned by Messe Frankfurt to determine if they are in compliance with the construction plans submitted. In the event that structural calculations examined by a second, independent structural engineer are not submitted, the engineering consultants will inspect the plans themselves and separately invoice the exhibitor for their services. The structural engineer will contact the stand construction manager at a specified time/after consultation in order to inspect the structural characteristics of the stand.

4.9.3 Live loads/design loads

The following working load requirements apply to the upper floor of a two-storey stand in an exhibition hall, as perpendicular live loads in accordance with DIN EN 1991-1-1/NA:2010-12 Table 6.1DE:

- The following live load (Cat. C1) is required for limited use by trade visitors or by stand personnel engaged in discussions or assisting customers, i.e. furnished with tables and chairs arranged freely or in separate meeting rooms: $q_k = 3.0 \text{ kN/m}^2$.
- The following live load (Cat. C3 or higher) is required for unrestricted use as a freely accessi-

ble area for exhibitions and assemblies, either with or without densely arranged seating: $q_k = 5.0 \text{ kN/m}^2$.

The intended use must be clearly evident in the plans submitted for consent. The evidence of stand safety must allow for the fact that anchorings are not permitted. A horizontal load amounting to $H = q_k/20$ (q_k = perpendicular live load) at upper floor level must be assumed for a two-storey exhibition stand or grandstand in order to achieve adequate longitudinal and transverse stability.

In accordance with DIN EN 1991-1-1/NA:2010-12 Table 6.12DE, railings and banisters must be designed to withstand a horizontal live load (for areas of Cat. C1 – C4) of $q_k = 1.0 \text{ kN/m}$ at handrail height.

Evidence showing that the permitted loads on the hall floor have not been exceeded, e.g. by individual supports (also refer to "Technical Data on the Exhibition Halls of Messe Frankfurt") must be provided. For multi-storey structures and special constructions, load-distributing base plates measuring at least 0.20 m x 0.20 m are to be provided beneath the supports; with high loads these must comply with the corresponding structural engineering requirements. Stairs and landings must always be designed for a live load (Cat. T2) of $q_k = 5.0 \text{ kN/m}^2$.

4.9.4 Escape routes / stairways

On the top floors of two-storey exhibition stands, the walking dis-

4.9 Two-storey structures

tance from any accessible location to the nearest exhibition hall aisle via the stairway shall not exceed 20.00 m.

All stairway structures shall comply with DIN 18065. The number and inner width of stairs shall depend on the area of the top floor and the number of persons on the top floor (cf. Section 4.4.1):

- Top floor areas up to 100 m² and maximum occupancies of less than 200 persons:
1 stair, minimum width 0.90 m.
- Top floor areas from 100-200 m² and maximum occupancies of less than 200 persons:
2 stairs, minimum width 0.90 m each, arranged oppositely
- Top floor areas from 100-200 m² and maximum occupancies of more than 200 persons:
2 stairs, minimum width 1.20 m each, arranged oppositely
- Top floor areas exceeding 200 m²:
2 stairs, minimum width 1.20 m each, arranged oppositely
- For each additional 100 persons:
+ 0.60 m inner stair width

Spiral staircases or stairways with rungs are approved for use as auxiliary stairways. Moving components, such as escalators or rotating

stages (special constructions), require the prior consent of Messe Frankfurt Venue GmbH's Technical Event Management Department. Stairways that are wider than 2.40 m shall have central handrails. Handrails shall be rigid, provide a secure grip and have no exposed ends.

4.9.5 Building materials

All stand construction and decorative materials must comply at least with building materials class B1 of DIN 4102 and/or class B/C s1 d0 of EN 13501-1, i.e. must be flame retardant and neither form toxic gases nor drip while burning. Special requirements may apply to load-bearing structural elements in the interest of safety. Materials such as rigid polystyrene foam, PVC, or similar, as well as various acrylic glass products, that are readily flammable, drip while burning or form toxic gases shall not be employed. The materials employed shall not contribute to evolution of large volumes of smoke in the event of a fire.

4.9.6 Top floors

Guards at least 0.05 m high that will prevent objects from rolling off

top floors shall be installed on the flooring of top floors, in the vicinity of railings, if required.

Railings shall comply with Sections 4.6 and 4.9.3 above.

The second floor must be at least 2.5 m away from neighbouring stands, or the side of the top floor adjacent to the neighbouring stand must be closed with a wall at least 2 m high.

The top storey should always be left open to ensure that the effectiveness of the fire extinguishing systems is not impaired. If the ceilings of top storeys are closed, the requirements as shown in table 2 of 4.4 Fire protection and safety regulations shall apply. All of the necessary fire protection measures can be found under Item 4.4.1. In addition to the fire extinguishers already present on the ground floor, at least one approved and suitable fire extinguisher per stairway (in compliance with DIN 14406 / EN3) is to be located in a clearly visible and easily accessible place.

5. Operational safety, technical safety provisions, technical regulations and utilities

5.1 General regulations

Exhibitors are responsible for operational safety and maintaining compliance with occupational health and safety and accident prevention regulations on their stands. All set-up and dismantling work shall comply with occupational health and safety and industrial regulations.

5.1.1 Damage

Any and all damage caused by exhibitors or their agents on the

exhibition grounds or in the grounds' buildings or facilities shall be remedied by Messe Frankfurt at said exhibitors' expense following the close of the event.

5.1.2 Coordinating work on the exhibition grounds

Should it be necessary for employees of multiple companies to work at the stand simultaneously (particularly during the set-up/dismantling

phases), their work shall be coordinated by the stand construction manager in accordance with the Occupational Health and Safety Act [ArbSchG] and DGUV Regulation 1 (German Statutory Accident Insurance) if there is the potential for endangering one another. This also applies to work performed at the stand by service partners of the trade fair company.

5.2 Employment of tools and other equipment

The use of stud guns may be approved on a case-by-case basis. The employment of woodworking machinery that lacks sawdust/chip extraction systems is prohibited. Cranes, forklifts and other devices for loading/unloading may only be used by the Messe Frankfurt's

Logistics Service. The employment of exhibitors' own forklifts is prohibited for safety reasons. If required, forklifts for loading and unloading are available on a fee basis from the Messe Frankfurt Logistics Service.

The utilisation of electric lift trucks

for transporting goods at ground level is permitted.

Electric lift trucks may only be used for assembly work on the rented stand area; their use for loading or unloading is prohibited.

5.3 Electrical installations

5.3.1 Electrical outlets

Every stand that is supplied with electric power is provided with one or more electrical outlets. This is done exclusively by contract partners of Messe Frankfurt and is subject to a fee. The electrical supply shall be shut off one hour after events close on their final day for safety reasons.

For safety and fire protection rea-

sons it is necessary that all devices that consume electricity be turned off at the end of every event day when leaving the stand. Exception: Emergency lighting, all systems pertaining to safety and security, refrigerators, computers and servers that are required for stand facilities and which would require a great deal of time/effort were they to be restarted.

5.3.2 Electrical installations on stands

Electrical installations on stands may be carried out by an approved hall electrician. Exhibitors should submit their orders for same directly to the hall electrician. Installation shall be performed by an electrical contractor authorised by Messe Frankfurt.

5.3 Electrical installations

5.3.3 Installation and operating regulations

All electrical systems shall be installed and operated in compliance with the latest safety regulations of the VDE German Electrical Engineering Association, in particular VDE 0100, 0100-718, 0128 and IEC standard 60364-7-711.

Exhibitors shall be fully liable for any damage to Messe Frankfurt's exhibition halls, sections of its buildings, or to exhibition stands or exhibits of other exhibitors that may occur due to defective or incorrectly installed electrical installations.

The percentages of high-frequency or low-frequency interference transmitted to the network shall not exceed those stated under VDE 0160 and VDE 0838 (EN 50 006). For devices and exhibits with frequency converters, the exhibitor shall install suitable universal current-sensitive residual current-operated protective devices (RCD) of type B in accordance with DIN VDE 0664.100.

Furthermore, exclusively insulated

copper wiring of types NYM, H05VV-F and H05RR-F having a minimum cross-sectional area of 1.5 mm² shall be employed. All types of wiring shall be employed exclusively in compliance with the regulations of DIN 0281 and 0282 of the VDE (German Electrical Engineering Association). Employment of any type of flat conductors is prohibited.

Employment of bare electrical wiring or terminals on low-voltage systems is prohibited.

Secondary lines shall be protected against short circuiting and overloading.

5.3.4 Safety precautions

All electrical appliances, which give off heat (hot plates, spotlights, transformers etc.) shall be mounted on non-inflammable, heat-resistant, insulating bases in order to provide extra protection. Sufficiently large distances, suited to the quantities of heat generated, from any combustible materials shall be maintained at all times. Lighting fixtures shall not be attached to

any combustible decorations or similar.

5.3.5 Emergency lighting

Stands on which existing general emergency lighting is ineffective due to their construction shall require their own additional emergency lighting, as required by VDE 0100-718, which shall be laid out such that it will reliably allow finding one's way to the general escape routes.

5.3.6 Equipotential bonding (stand earthing) for metal constructions

The constructor must ensure that all metal constructions (e.g. trusses) with electrical appliances are fitted with an additional equipotential bonding (copper, at least 10 mm²) (VDE 0100 Part 711).

The transfer point on the hall floor (stand earthing) can be ordered from Messe Frankfurt Venue GmbH / Infrastructure Services.

5.4 Water and drain installations

Every stand that is to be supplied with water or a drain will be supplied with one or more connections to water/drain lines. Connections to exhibition hall water and drain lines shall be via 1/2-inch pipes in the case of water lines and 40-mm

pipes in the case of drain lines. Water and drain lines shall be routed over exhibition hall floors to the rear or side walls of stands via the shortest routes. Underfloor/underground routing may be provided on Hall levels 4.0,

8.0 and 9.0 and on outdoor exhibition areas. Within stands, lines will be routed above floor level, along stand walls.

In order to be able to provide exhibitors with rapid assistance in the event that problems arise,

5.4 Water and drain installations

Messe Frankfurt shall operate an emergency stand-by service, whose location may be obtained from the hall manager's office, on all days of the event in question. Connections on stands shall also be installed exclusively by Messe Frankfurt's contract plumbers.

Charges for additional plumbing fixtures, such as rentals of wash basins, sinks etc., and for installation

of exhibitor-supplied equipment shall be invoiced to exhibitors. Both contracting parties accept the "Terms and Conditions for the Connection and Supply of Water and Drains" as integral parts of the contractual agreement binding upon both of them.

Water supplies shall be shut off on the last day of events, usually one hour before the trade fair closes,

for safety reasons.

All installations within the stand must comply with the current German Drinking Water Ordinance to ensure that the installation and operation of a water connection does not exert any long-term detrimental effects on the quality of the drinking water.

5.5 Compressed air/gas installations

5.5.1 Compressed air installations

Every stand that is to be supplied with compressed air shall be equipped with one or more connections to supply lines. Installation of said connections shall be arranged by Messe Frankfurt.

Max. pressure: 8 bar (A pressure reducer should be used, if required.)

Supplied via compressed air hoses equipped with ball valves:

1/2" for flow rates up to 1,500 l/min.

3/4" for flow rates exceeding

1,500 l/min.

Compressed air shall be supplied commencing on the final day of set-up periods. Thereafter, compressed air shall be supplied on a daily basis, commencing one hour prior to the opening of the event and terminating thirty minutes after it closes.

5.5.2 Gas installations

Every stand that may be supplied with gas/natural gas has one or more connections to supply lines.

DVGW regulations regarding installation of items of equipment shall be binding upon exhibitors. Exhaust gases from larger items of equipment shall be conducted outdoors. Installation of connections to supply lines shall be arranged by Messe Frankfurt. Access to shut-off valves for gas systems installed on stands shall be clearly identified by identifying markings (safety markings) thereon complying with ASR A 1.3 ("Health and Safety Signage").

5.6 Machinery, pressure vessels, exhaust systems

5.6.1 Noise generated by machinery

Operation of noisy machinery and other equipment should be restricted in the best interests of all exhibitors and visitors. Noise levels at the boundaries of stands shall not

exceed 70 dB(A).

5.6.2 Product safety

Exhibitors of technical equipment have to comply with the provisions of the German Product Safety Act (ProdSG) and the respective appli-

cable harmonised EU regulations. Equipment shall be properly operated for its intended purposes only such that users or third parties shall be protected against hazards to life and limb. Under no circumstances shall machinery or other items of

5.6 Machinery, pressure vessels, exhaust systems

equipment be demonstrated without the associated safety equipment. In the event that items of equipment are to be displayed in operation, components thereof or items of safety equipment may be fabricated from transparent materials, provided that the same degree of safety shall be guaranteed. Exhibited equipment may be subjected to visual inspection(s) by a commission during the event involved. In the event that said inspection(s) shall show that the equipment involved fails to comply with the provisions of the Product Safety Act, the Darmstadt Regional Administrative Council (Regierungspräsidium) (Department of Occupational Health and Safety and Technical Safety) may, among other measures, assess a fine or prohibit its exhibition, effective immediately, even if the equipment involved shall have already been set up for exhibition. CE symbols are to be affixed to certain types of machinery and other equipment as visible evidence of compliance with the aforementioned regulations. In order that it may be determined whether applicable regulations have been observed in conjunction with their CE certification, exhibitors shall keep both the associated German-language EU certificates of compliance or manufacturers' certificates of compliance and German-language operating manuals available on their stands at all times. According to Section 3 (5) of the ProdSG, equipment that fails to comply with applicable EU regulations may be exhibited at trade

fairs, exhibitions, demonstrations or similar events, provided that the exhibitor clearly points out that the respective equipment fails to comply with the provisions of said regulations and may not be purchased until such time as its manufacturer, or its agent domiciled within the EU, shall provide that it complies therewith.

Appropriate safety precautions must be taken when demonstrating machinery or equipment.

Messe Frankfurt Venue GmbH shall be entitled to prohibit the exhibition or demonstration of equipment at any time if, in its opinion, same might cause safety hazards or disturb others. Irrespective thereof, the Darmstadt Regional Administrative Council (Regierungspräsidium) (Department of Occupational Health and Safety and Environment) shall be entitled to issue injunctions prohibiting operation of same.

5.6.2.1 Safety equipment

Components of machinery and apparatus shall be placed in operation only if all of their safety equipment is in place and fully operational.

Safe, transparent covers may be used instead of the normal guards. In the event that items of equipment shall not be placed in operation, its safety equipment may be removed in order to allow visitors to inspect the design and workmanship of its exposed components. However, said safety equipment shall remain visibly displayed alongside the machine at all times.

5.6.2.2. Inspection procedures

Exhibited items of equipment shall be inspected by the responsible regulatory agency, i.e. the Frankfurt-based Department of Occupational Health and Safety and Environment of the Darmstadt Regional Administrative Council (Regierungspräsidium), jointly with the responsible specialist committees of the associated professional and industrial associations, if applicable, and their compliance or non-compliance with applicable accident prevention and safety regulations determined. In order that CE certifications may be readily verified by the agency, EU certificates of conformity should be available for inspection on stands at all times. Exhibitors who have any doubts about the equipment to be exhibited should contact the responsible agency well in advance of the opening of the trade fair involved.

5.6.2.3 Prohibition of operation

In addition, Messe Frankfurt shall be entitled to prohibit the operation of machinery, apparatus or other items of equipment at any time if, in its opinion, their operation might cause personal injuries or property damage.

5.6.3 Pressure vessels

5.6.3.1 Certificates of approval

Pressure vessels may only be operated at the stand if the testing mandated by the current version of the German Ordinance on Industrial Safety and Health

5.6 Machinery, pressure vessels, exhaust systems

(BetrSichV) has been carried out. The test certificates issued based on said testing shall be kept on hand at the exhibition site and presented to the responsible regulatory agencies for inspection upon request.

Information regarding the applicable regulations may be obtained from the
Regierungspräsidium Darmstadt
Abt. Arbeitsschutz und Umwelt
Gutleutstraße 138
60327 Frankfurt am Main
Telephone +49 69 2714-0
Fax +49 69 2714-5951

5.6.3.2 Testing

In addition to the submission of certifications of structural and hydrostatic pressure testing (EC declaration of conformity and required documentation in German or English), on-site approval is also required. In the event that they are registered by six weeks before the start of the trade fair, pressure vessels subject to inspection can be subjected to an acceptance test at the stand by the German Technical Inspection Association [TÜV] up to one day prior to the opening of the trade fair. An individual responsible

for the pressure vessel must be present at the stand. Inquiries regarding same should be addressed to Messe Frankfurt.

5.6.3.3 Rental equipment

Since assessments of pressure vessels manufactured in foreign countries cannot be completed during the relatively short set-up periods, employment of tested rental vessels is to be preferred. Exhibitors shall be charged for rentals of rental containers.

5.6.3.4 Inspections by regulatory agencies

The necessary acceptance certificates shall be kept on hand for inspection by regulatory agencies during the event involved. Information on same is available from the Frankfurt-based Department of Occupational Health and Safety and Environment of the Darmstadt Regional Administrative Council (Regierungspräsidium), which is the responsible regulatory agency.

5.6.4 Exhaust gases and vapours

Combustible or toxic gases or vapours or gases regarded as offen-

sive by the general public liberated or evolved by exhibits or items of equipment shall not be conducted into exhibition halls.

Same shall be conducted outdoors via suitable exhaust ducts, as stipulated under the currently valid version of the German Federal Pollution Protection Act ("Bundesimmissionsschutzgesetz").

5.6.5 Exhaust systems

Installation of exhaust ducts connected to an exhaust outlet for exhausting combustible or toxic gases or vapours or gases regarded as offensive by the general public shall be required. Exhaust ducts extending outdoors shall be installed exclusively by Messe Frankfurt, using its own materials, wherever feasible. Connections to exhibits are to be installed by exhibitors. Orders for such exhaust systems may be submitted informally, but should be accompanied by floor plans indicating where connections should be installed. Cost estimates shall be sent to applicants. Work shall commence only once they have accepted said cost estimates and place their orders.

5.7 Employment of compressed gases, liquefied gases and combustible liquids

5.7.1 Compressed gas and liquefied gas systems

The storage or use of compressed gas or liquefied gas in the exhibi-

tion halls or in outdoor areas without the written consent of Messe Frankfurt is prohibited.

5.7.1.1 Permission for the use of compressed gas bottles

If liquefied gas or other inflammable gases in compressed gas bot-

5.7 Employment of compressed gases, liquefied gases and combustible liquids

tles are to be used in the presentation of exhibits, it is necessary to obtain the written consent of Messe Frankfurt Venue GmbH's Technical Event Management Department in good time beforehand. In accordance with applicable accident prevention regulations, compressed gas bottles shall be protected against impacts, falling over, tampering by unauthorised persons and sources of heat. Technical Regulations for Hazardous Substances 800 [TRGS 800] must be observed, and designation in accordance with DIN EN 1089 (colour coding) is required. Storage of compressed gas cylinders/tanks in the exhibition hall is to be limited to the daily requirement.

5.7.1.2 Employment of liquefied gases

Employment of liquefied gases in exhibition halls is generally prohibited. However, in the case of approved exceptions, i.e. if necessary to accomplish the purpose of the exhibition, a single compressed gas bottle having a content of 11 kg or less may be set up on exhibition stands.

Empty gas bottles shall not be kept or stored on stands or in the exhibition halls. A gas detection system is required in some circumstances. The replacement of cylinders within the exhibition hall

must be agreed with Messe Frankfurt's Technical Event Management department. The exhibitor must check to ensure there are no leaks before commencing operation.

5.7.1.3 Installation and maintenance

When installing or maintaining liquefied gas systems, the Technical Rules for Liquefied Gases [DVFG-TRF 2012] (published by the German Technical and Scientific Association for Gas and Water [DVGW] and the German Liquid Gas Association [DVFG]) and DGUV Regulation 80 on the Use of Liquid Gas must be observed. 5.7.1.1. must be observed. The operator of the system must compile an explosion protection document pursuant to Sections 3 and 5 of the Ordinance on Industrial Safety and Health [BetrSichV] and present this with any application for approval. The entire system must be inspected by an expert (qualified person) in accordance with DGUV Guideline 310-005.

5.7.2 Combustible liquids

5.7.2.1 Operation requirements

Systems that are operated by, or demonstrated using, combustible liquids shall be equipped with non-flammable collecting basins on their filling fittings, and at other

locations where liquids might exit. Any combustible liquids that may enter collecting basins shall be immediately removed and safely disposed of in order to preclude any fire and/or explosion hazards.

5.7.2.2 Filling systems with combustible liquids

Due to the fact that filling systems with combustible liquids is particularly hazardous, this may only be done when there are no visitors at the event. It must also be ensured that there are no ignition sources or electrostatic charges present.

5.7.2.3 Empty containers

Empty containers that have contained combustible liquids shall not be kept or stored on stands or in exhibition halls.

5.7.3 Combustible pastes and other fuels

Heating or cooking devices fired by wood, coal, gas, combustible liquids or combustible pastes are prohibited.

5.8 Asbestos and other hazardous materials

Employment or use of building materials that contain asbestos or products that contain asbestos or any other hazardous materials is prohibited.

The bases for this injunction are the German Act on Protection Against Hazardous Substances (ChemG), BGBl I (German Federal Law Gazette I), Part I, Page 1703, in

conjunction with the German Regulation on Prohibited Chemicals (ChemVerbotsV), and the Regulation on Hazardous Substances (GefStoffV).

5.9 Movie and TV screenings, slide shows and other presentations, stages

Spectator rooms which are larger than 100 m² and/or intended for more than 100 visitors shall have at least two exits leading directly to exhibition hall aisles. Said exits shall be as widely separated as

possible and situated on opposite sides of said rooms. Auditoriums accommodating more than 200 people require a special permit (please see Item 4.5).

The provisions of Section 40 of H-VStättR [Hessian guidelines on public meeting places] shall apply for stages/platforms > 50 m².

5.10 Radiation protection

5.10.1 Radioactive materials

Handling or using radioactive materials requires approval pursuant to the German Radiation Protection Regulations (StrlSchV); this also applies to exhibiting such materials. Said approval shall be applied for in writing with the authorities responsible for the exhibition site

and submitted to Messe Frankfurt no later than six (6) weeks prior to the opening of the trade fair in question.

In the event that approval has already been granted, it shall be shown that the planned handling or use of radioactive materials on the exhibition grounds is legally

justified.

The fire protection authorities of the city of Frankfurt am Main (Branddirektion, Vorbeugender Brandschutz) shall be informed in writing regarding approved handling or use of radioactive materials and the installation/usage sites involved.

5.10 Radiation protection

5.10.2 X-ray systems and sources of broadcast interference

Operation of X-ray systems or sources of broadcast interference requires approval and shall be coordinated with Messe Frankfurt. The provisions of the Regulation on Protection Against Injuries Due to X-Radiation (RöV) shall be observed at all times.

According to §§ 3, 4, 5 and 8, RöV, operation of X-ray systems or sources of broadcast interference requires either approval or notification thereof. The responsible regulatory agency is the Regierungspräsidium Darmstadt, Abt. Arbeitsschutz und Umwelt Dezernat IV / F45.2

Gutleutstraße 138

60327 Frankfurt am Main

Tel. +49 69 2714-1958 or

Tel. +49 69 2714-1961

to whom applications for approval or notifications shall be informally submitted in triplicate at least four (4) weeks prior to the opening of the event involved.

The fire protection authorities of the city of Frankfurt am Main (Branddirektion, Vorbeugender Brandschutz) shall be informed in writing regarding approved operation and the installation/usage sites of X-ray systems and sources of broadcast interference.

5.10.3 Laser systems

Messe Frankfurt must be notified if laser systems are to be used.

The "Registering a laser system"

form is to be obtained from Messe Frankfurt Venue GmbH's Technical Event Management Department, filled out and submitted. The operation of laser systems is to be reported to the responsible authorities pursuant to Section 6 of the Accident Prevention Regulations for Laser Radiation [DGUV Regulation 11]. The operation of laser systems must be in compliance with the requirements of the German occupational health and safety regulations on artificial optical radiation 2006/25/EG / OStrV, Technical Rules for Laser Radiation [TROS Laserstrahlung], DIN EN 60825-1 and DIN EN 12254; show lasers must also meet the requirements of DIN 56912.

There must be technical and/or organisational measures in place to ensure that no one is exposed to laser radiation above the maximum permissible dose when adjusting or operating the laser system. When laser systems of Class 3R, 3B or 4 are demonstrated at exhibitions or trade fairs, it must be ensured that no uncontrolled reflected radiation can occur, and that the laser area around the laser facilities is restricted using barriers or covers bearing the laser warning symbol so that it is not accessible to people (German occupational health and safety regulations on artificial optical radiation (OStrV), Section 7).

Furthermore, the operation of Class 3R, 3B or 4 laser systems at

stands is only permitted if they have been inspected by a publicly appointed and sworn authority before the start of the trade fair and declared safe. A copy of the "Inspection protocol for temporary installations" is to be submitted to Messe Frankfurt Venue GmbH. A tour inspection does not take the place of an inspection on site. In the event that the operator modifies or adds to the laser system after the inspection by a publicly appointed and sworn authority has taken place, the permission to operate the system becomes null and void. Should this occur, Messe Frankfurt Venue GmbH shall be entitled to turn off the power supply to the stand or to confiscate the laser system (the system would be returned on the final day of the trade fair after the event has closed).

5.10. 4 LED

Messe Frankfurt's Technical Event Management Department must be notified if LED systems or spotlights of Risk Class 2 or 3 that are very powerful or very bright are to be used. Suitable extinguishing units/agents are to be kept in the direct vicinity of all LED systems and must be ready to use at all times.

5.11 High-frequency equipment, radio systems, electromagnetic compatibility and harmonics

The operation of high-frequency equipment, radio transmitters or other devices emitting electromagnetic radiation requires the approval of the Federal Network Agency [Bundesnetzagentur] and of Messe Frankfurt. The frequency bands and transmission power must be specified in order to ensure an even distribution of frequencies and to help avoid any mutual interference where possible.

The fire protection authorities of the city of Frankfurt am Main (Branddirektion, Vorbeugender Brandschutz) shall be informed in writing regarding approved operation and the installation/usage sites of high-frequency equipment, radio transmitters or other devices emitting electromagnetic radiation. The operation of high-frequency equipment or radio transmitters shall only be approved if it is in

compliance with the provisions of the German Telecommunications Act [TKG] and the Electromagnetic Compatibility of Equipment Act [EMVG]. Operation of paging systems, microphone systems, intercommunications systems and radio-communication systems requires the approval of the Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen, Außenstelle Eschborn
Auf der Ludwigshöhe 204
64285 Darmstadt
Tel. +49 6151 170-255
Fax +49 6151 170-181

Irrespective of any approvals issued by said agency, placing wireless paging systems into operation requires the approval of Messe Frankfurt in order that the frequency bands involved will be evenly distributed and interference will be

precluded to the maximum extents feasible.

Said approval shall be applied for with Messe Frankfurt, stating the technical data of the systems to be involved. Orders for assignment of frequency bands shall be submitted on the respective order form. The provisions of the 26th Regulation on the Implementation of the German Federal Pollution Protection Act ("26. Verordnung zur Durchführung des Bundesimmissionsschutzgesetzes") shall be observed whenever exhibits or stand decorations that employ electric, magnetic or electromagnetic fields are exhibited or employed. Messe Frankfurt shall be notified regarding any sources of strong magnetic fields present on stands and their respective locations.

5.12 Cranes, forklifts, and empty packings

For safety reasons, the operation of exhibitors' own lifting equipment on the exhibition grounds is prohibited. Only the equipment of Messe Frankfurt and its official logistics partners may be operated. Forklift and crane services on the exhibition grounds can only be ordered from Messe Frankfurt; these services will be performed by its logistics partners. The same shall apply for the storage of freight/goods and empty packaging during the event.

Customs clearances for temporary or permanent imports, on the other

hand, will be provided and invoiced directly by the logistics partners. The latest version of the General Terms and Conditions for German Freight Forwarders ("Allgemeine Deutsche Speditionbedingungen" (ADSp)) and the Schedule of Freight Forwarding Rates for Trade Fairs and Exhibitions in Frankfurt ("Speditionstarif für Messen und Ausstellungen in Frankfurt") shall apply to all freight forwarding orders on the exhibition grounds. No empty packaging or combustible materials of any kind are to be stored in halls, either inside or out-

side stands.

Packaging must be removed as soon as it is empty. It can be stored by the Messe Frankfurt's Logistics Services:

Logistics Services
Cargo Center Messe Frankfurt
Ludwig-Erhard-Anlage 1
60327 Frankfurt am Main
Tel.: +49 69 75 75-60 75
Fax: +49 69 75 75-9 6075
logistics@messefrankfurt.com

No packaging material or exhibits must be left in hall aisles, even for a short period.

5.13 Musical reproduction

Any kind of musical reproductions shall be subject to provisions of the German Act for Protection of Copyright and Related Property Rights ("Urheberrechtsgesetz"), Section 15 of the German Copyright Act ("Urhebergesetz") (German Federal Law Gazette [BGBl], and shall require the approval of GEMA, the

musical authors' rights society, which may be reached at:
GEMA Generaldirektion Berlin
Postal address:
Postfach 30 12 40
10722 Berlin
Office address:
Bayreuther Straße 37
10787 Berlin
Telephone +49 30 212 45-00
Fax +49 30 212 45-950

messe@gema.de
gema@gema.de
www.gema.de

Musical reproductions that have not been registered with GEMA may result in damage claims being filed by the latter (cf. Section 97 of the Copyright Act).

5.14 Beverage dispensing systems

The installation and operation of beverage dispensing systems is no longer subject to registration; however, the operator of a beverage dispensing system has sole responsibility for its safety and hygiene. It must be possible to demonstrate that said systems are free of any technical or hygienic concerns, and

this may in some cases be tested by the Ordnungsamt. EU Regulation No. 852/2004 of the European Parliament and Council dated 29 April 2004 on food hygiene shall apply. The monitoring of beverage dispensing systems is performed by the veterinary and food safety

department at the
Stadt Frankfurt am Main
Ordnungsamt
Kleyerstraße 86
60326 Frankfurt am Main
Tel. +49 69 212 47099
E-Mail: veterinaerwesen@stadt-frankfurt.de

5.15 Food inspections

In the event that free samples of foods or beverages are to be distributed for consumption on site, statutory regulations must be observed, particularly the German Food Hygiene Regulations [LMHV] and Regulation (EU) No 1169/2011 on the provision of food information to consumers [LMIV].

Exhibitors should contact the
Stadt Frankfurt am Main
Ordnungsamt
Kleyerstraße 86
60326 Frankfurt am Main
Tel. +49 69 212 47099
E-Mail: veterinaerwesen@stadt-frankfurt.de

Over-the-counter sales of food or beverages at events (including cash sales) is prohibited. Said prohibition explicitly includes the final days of events.

5.16 Vehicle and driving demonstrations

Vehicle demonstrations of all kinds (in exhibition halls and in outdoor areas) require an application and are subject to consent. For more

information, please contact
Messe Frankfurt's Technical Event
Management:
technics@messe-frankfurt.com.

6. Environmental protection

Messe Frankfurt is fully committed to protection of the environment.

As a contracting party of Messe Frankfurt, exhibitors must ensure that their own contracting parties

(e.g. stand constructors) are also obligated to observe all rules and regulations pertaining to environmental protection. Exhibitors shall be obliged to comply with all regulations

related to preservation of species, and shall be held legally and financially responsible for their participation in exhibitions.

6.1 Waste

All the following provisions are based on the Waste Management Act [KrWG, as amended], the associated regulations and ordinances, particularly the Commercial Waste Ordinance [GewAbfV], state laws and municipal codes.

Exhibitors shall be responsible for proper, environmentally friendly disposal of waste arising during set-up and dismantling of their stands, as well as during the event. The exhibitor is considered to be the party that generated this waste. Collection and transport of waste for recycling or disposal shall be handled solely by Messe Frankfurt or its appointed contractors.

6.1.1 Waste disposal

In accordance with the principles of recycling management, the primary objective is to avoid the creation of waste at the exhibition grounds, and exhibitors and their contractors are obligated to work effectively towards this goal in every phase of the event. This objective must be taken into account during the planning stage and coordinated with all involved.

In general, reusable, environmentally friendly materials are to be used for stand construction and operation.

The exhibitor and any stand construction companies they work with are responsible for cleaning their stand and disposing of waste during the event, as well as for disposing of any waste and special waste that is created during set-up and dismantling. These disposal services may be ordered from Messe Frankfurt using the corresponding form. Messe Frankfurt is to be entrusted with the proper disposal of any waste requiring disposal that is created during set-up and dismantling.

Messe Frankfurt levies an environmental fee to cover the disposal of the average usual waste volume generated during the event (excl. set-up and dismantling period). The exhibitor and/or any stand construction companies they work with are responsible for sorting their waste into recyclable materials and refuse.

Vacating exhibition areas after the end of the event: The exhibitor must return the exhibition area in

a clean state by no later than the end of the dismantling period. Adhesive tape, paint residues etc. must be completely removed. If a request is made with the hall inspector's office, the exhibition area will be inspected jointly with the exhibitor's representative and its proper return confirmed in writing. If the exhibition area is not returned in proper condition, Messe Frankfurt will have it cleaned and restored at the exhibitor's expense. The exhibitor's liability for accidents and other consequential damages does not end until the area has been properly cleaned and restored. Any materials left behind will be disposed of at increased rates at the exhibitor's/organiser's expense, without their value being assessed.

6.1.2 Hazardous waste

Exhibitors and their contracting parties (e.g. stand constructors) shall be obliged to report wastes such as batteries, lacquers, solvents, lubricants, paints etc. that are explosive or flammable, or whose type, characteristics or

6.1 Waste

quantity make them particularly hazardous to health, air or water, to Messe Frankfurt, and to have Messe Frankfurt dispose of them properly.
Specially designated receptacles

have been set up on the exhibition grounds for smaller quantities of these materials.

6.1.3 Waste brought onto the exhibition grounds

Any materials or wastes that are not produced in conjunction with the event or with set-up and dismantling work shall not be brought onto the exhibition grounds.

6.2 Water, waste water, soil protection

6.2.1 Oil/grease traps

The quantities of oil/grease conducted into the sewer system shall not exceed the usual household quantities. In the event that quantities of waste water containing oil and/or grease exceeding same are to be conducted into the sewer system, employment of oil/grease traps shall be required. These must be in compliance with generally recognised engineering standards. If mobile catering equipment is to be

employed, exhibitors shall make certain that oils and grease shall be separately trapped and disposed of separately.

6.2.2 Stand cleaning/cleaning agents

Messe Frankfurt shall assume responsibility for cleaning stands at exhibitors' expense if exhibitors have placed orders for same. Messe Frankfurt shall contract cleaning operations out to cleaning

companies that have been selected to perform the work involved. Exhibitors shall not be entitled to contract cleaning work out to contractors on their own. Cleaning agents containing solvents hazardous to health shall be employed only in exceptional cases and in accordance with regulations.

6.3 Environmental pollution

Exhibitors shall immediately notify Messe Frankfurt regarding environmental hazards/pollution due to, e.g. petrol, oil, solvents or paints.

6.3.1 Packaging materials

The German Packaging Regulation ("Verpackungsverordnung") dated 21 August 1998 (German Federal Law Gazette [BGBl] I, p. 2379 including amendments) obliges manufacturers and sellers to either accept return of packaging, such as cartons, foils, crates, pallets etc., or

to have the materials involved recycled. In the event that packaging will be required again for dismantling, exhibitors can arrange for its storage by Messe Frankfurt Logistics Services. Exhibitors may have packaging materials that are no longer needed sent off for recycling by Messe Frankfurt.

6.3.2 Kitchen waste

Kitchen and catering waste shall be collected and carefully sorted into plastics, glass, paper and garbage.

Exhibitors who would rather not handle waste disposal themselves may order waste disposal services from Messe Frankfurt.

6.3.3 Manufacturing wastes

Incidences of manufacturing wastes shall be reported to Messe Frankfurt, stating the types and quantities of the materials involved.

6.3.4 Stand components

Exclusively PE or PP adhesive tapes shall be employed for laying carpe-

6.3 Environmental pollution

ting and cover foils. Waste shall be deposited in the waste containers supplied by Messe Frankfurt during set-up and dismantling periods.

Orders for disposal of bulk materials may also be placed with Messe Frankfurt.

7. General information

Messe Frankfurt's House Rules apply throughout the entire exhibition grounds.

Exhibitors are responsible for operational safety and for compliance with occupational safety and accident prevention regulations on their stands, and shall be liable for any damages that result from the construction or operation of their stands or the exhibits thereon.

The exhibitor and their contracting parties must ensure that their set-up and dismantling activities do not endanger any other persons present in the venue. Insofar as necessary, the exhibitor and their contracting parties must ensure that their activities and work are properly coordinated. If this is not possible, they must temporarily

halt work and contact Messe Frankfurt Venue GmbH. Throughout the entire set-up and dismantling periods, conditions inside and outside the exhibition halls and in outdoor areas are similar to those on a building site, and personnel must be informed of the particular hazards involved.

Throughout the setup and dismantling periods, conditions inside and outside the exhibition halls and in outdoor exhibition areas are similar to those on a building site. The exhibitor must inform their personnel of the hazards involved.

Hall aisles are rescue routes and must be kept clear during set-up and dismantling phases, as well as during the event. Storage of

stand construction materials, empty packaging and exhibits in the aisles is therefore prohibited. Representatives of the State Agency for Occupational Health and Safety Facilities ("Staatliches Amt für Arbeitsschutz und Sicherheitstechnik"), regulatory authorities, institutions for statutory accident insurance and prevention, police, fire brigades and Messe Frankfurt are to be granted access to the stand at any time in order to inspect operational safety and accident prevention measures. In the event that safety hazards are found, the instructions of the aforementioned organisations are to be followed without delay.

7.1 Limitation of Liability

Messe Frankfurt assumes no duty of care for exhibited goods or stand facilities and, in this respect, accepts no liability whatever for damage or loss. This disclaimer of liability is by no means restricted by guarding or surveillance measures implemented by Messe Frankfurt. All cases of damage must be reported to the police, to the insurance company and to Messe Frankfurt without delay.

In other respects, Messe Frankfurt only ever assumes liability in cases of wilful intent or gross negligence. Messe Frankfurt also accepts liability for damages caused by simple negligence as long as such negligence relates to an infringement of those contractual duties which are of essential importance for fulfilment of the purpose of the contract (material contractual obligations).

In such cases, claims for damages

shall be limited to the typical damages that were foreseeable when the contract was concluded. In this respect, Messe Frankfurt shall not accept any liability whatever for indirect damage or consequential damage caused by a defect, particularly including lost profits. The aforementioned disclaimer of liability does not apply to death, physical injury or damage to health.

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Freigabe 28.08.2018

Technische Richtlinien

Stand: 01.01.2019



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1. Vorbemerkungen

Die Messe Frankfurt hat für die stattfindenden Fachmessen und sonstigen Veranstaltungen Richtlinien erlassen mit dem Ziel, allen Ausstellern / Veranstaltern optimale Gelegenheit zu geben, ihre Exponate darzustellen und ihre Besucher und Interessenten anzusprechen. Diese Richtlinien sind bindend für alle Aussteller und Veranstalter. Gleichzeitig enthalten sie Sicherheitsbestimmungen, die im Interesse unserer Aussteller und Besucher ein Höchstmaß an Sicherheit bei der technischen und gestalterischen Ausrüstung der Veranstaltung bieten sollen. Mit den zuständigen Behörden der Stadt Frankfurt am Main sind die Bauordnungs-, Brandschutz- und sonstigen Sicherheitsbestimmungen abgestimmt. Die Messe Frankfurt behält sich vor, die Einhaltung dieser Bestimmungen zu prüfen. Außerdem sind die gesetzlichen Bestimmungen in der jeweils gültigen Fassung zu beachten. Soweit in den Technischen Richtlinien der Begriff „Standbau“ dem

allgemeinen Sprachgebrauch folgend verwendet wird, handelt es sich nicht um eine bauliche Anlage im Sinne des Baugesetzbuchs. Der Messe-Standbau ist rechtlich eine „Einrichtung“ in der Versammlungsstätte. Die Durchführung einer Veranstaltung / die Inbetriebnahme eines Ausstellungsstandes kann im Interesse aller Veranstaltungsteilnehmer untersagt werden, wenn vorgefundene Mängel bis zu Beginn der Veranstaltung nicht beseitigt worden sind. Weitere Forderungen zur Sicherheit und zum Standbau, die sich darüber hinaus durch die Messe Frankfurt ergeben sollten, bleiben vorbehalten. Ebenso behält sich die Messe Frankfurt vor, in Einzelfällen Ausnahmen von den Bestimmungen zuzulassen. Die Unterlagen zur Bestellung von Serviceleistungen werden rechtzeitig vor der Veranstaltung versandt. Allen Vertragspartnern des Ausstellers sind diese Technischen Richtlinien weiterzuleiten.

Weitere Informationen über Einzelheiten der Vorbereitung und Durchführung der Veranstaltung werden dem Aussteller gegebenenfalls übermittelt.

Die Messegesellschaften

- Deutsche Messe AG Hannover
- Leipziger Messe GmbH
- Messe Berlin GmbH
- Messe Düsseldorf GmbH
- Messe Frankfurt Venue GmbH
- Messe München GmbH
- Kölnmesse GmbH
- NürnbergMesse GmbH
- Landesmesse Stuttgart GmbH

haben diese Technischen Richtlinien in ein einheitliches Gliederungsschema gefasst.

Baurecht ist Landesrecht. Dadurch und aufgrund unterschiedlicher baulicher Gegebenheiten der einzelnen Messeplätze unterscheiden sich die jeweiligen Ausführungsbestimmungen. Im Übrigen behält sich die Messe Frankfurt Änderungen vor. Der deutsche Text ist verbindlich.

1.1 Hausordnung

Diese Hausordnung gilt für das gesamte Gelände der Messe Frankfurt Venue GmbH (im folgenden „Messe Frankfurt“ genannt) einschließlich aller Gebäude sowie für das Rebstockparkhaus, das Kap Europa und der von der Messe Frankfurt genutzten Freiflächen am Rebstock (im folgenden „Messegelände“). Die Messe Frankfurt übt neben dem jeweiligen Veranstalter das Hausrecht aus. Die zusätzlich mit Ausstellern, Servicepartnern, Unternehmen usw. getroffenen Vereinbarungen bleiben unberührt.

1. Das Messegelände darf nur mit den vorgesehenen gültigen Zutrittslegitimationen (Mitarbeiterausweise, Servicepartnerausweise, veranstaltungsbezogene Eintrittskarten, Auf- und Abbauausweise) zu festgesetzten Zeiten und in den vorgesehenen Gelände- und Gebäudebereichen betreten bzw. befahren werden. Die Messe Frankfurt behält sich das Recht vor, jederzeit eine verdachtsunabhängige Kontrolle der Zutrittslegitimationen bei den auf dem Gelände angetroffenen Personen durchzuführen.
2. Während des Aufenthalts gelten auf dem Gelände die Regeln der Straßenverkehrsordnung (StVO). Die entsprechenden Hinweisschilder, die den Fahr- und Fußgängerverkehr auf dem Gelände regeln, sind zu beachten. Für Kraftfahrzeuge beträgt die zulässige Höchstgeschwindigkeit 30 km/h.
3. Die Messe Frankfurt ist berech-

tigt, Laderäume von Kraftfahrzeugen und von Personen mitgeführte Behältnisse und Taschen jederzeit verdachtsunabhängig zu kontrollieren. Bei einer Verweigerung der Kontrollmaßnahme behält sich die Messe Frankfurt das Recht der Verweisung vom Messegelände vor.

4. Die Messe Frankfurt ist berechtigt, einschränkende Bestimmungen bei der Zulassung von Besuchern zu erlassen und das Mitbringen von Tieren und Gegenständen zu untersagen bzw. dies allgemein oder im Einzelfall von der Erfüllung bestimmter Voraussetzungen abhängig zu machen. Kinder und Jugendliche bis zum vollendeten 14. Lebensjahr dürfen nur in Begleitung eines Erziehungsberechtigten oder einer geeigneten Aufsichtsperson das Messegelände betreten.
5. Die Messe Frankfurt übernimmt keinerlei irgendwie geartete Haftung für Personen, Sach- und Vermögensschäden bei Schadensfällen auf dem Messegelände.
6. Ohne ausdrückliche Freigabe der Messe Frankfurt ist außerhalb von Ausstellungsständen Werbung jeglicher Art, das Anbieten von Waren und Dienstleistungen jeglicher Art, die Entgegennahme von Aufträgen und die Durchführung von Meinungsumfragen unzulässig.
7. Auf dem Messegelände ist jede gewerbsmäßige Tätigkeit außer

im Auftrag der Messe Frankfurt oder der mit ihr in einem Vertragsverhältnis stehenden Veranstalter, Aussteller, Mieter, Dienstleistungsunternehmen oder sonstiger Vertragspartner untersagt. Die Messe Frankfurt behält sich die Zulassung der Tätigkeit von Drittunternehmen im Auftrag der Vertragspartner und die Festlegung von Art, Umfang und Bedingungen der Tätigkeit vor.

8. Das Aushändigen (Hand- oder Barverkauf), die Annahme und der Abtransport von ausgestellten Waren ist während Messen und Ausstellungen nicht erlaubt. Werden Waren kostenfrei als Muster ausgehändigt, hat der Aussteller dem Dritten eine entsprechende Überlassungserklärung (Quittung) auszustellen. Dritte sind verpflichtet eine Quittung vom Aussteller einzufordern und diese auf Verlangen vorzuweisen. Werden Dritte ohne Quittung angetroffen, behält sich die Messe Frankfurt das Recht vor, die Waren entschädigungslos einzuziehen und den Dritten vom Messegelände zu verweisen.
9. Auf dem gesamten Messegelände herrscht ein grundsätzliches Mitführverbot von Geräten, die zur Herstellung oder Produktion von Fotos oder Filmaufnahmen tauglich sind. Filmen, Fotografieren und Skizzieren von ausgestellten Waren oder Ausstellungsständen auf dem Gelände und in den Hallen ist nur in be-

1.1 Hausordnung

sonderen Ausnahmefällen und mit schriftlicher Erlaubnis der Messe Frankfurt gestattet. Die Messe Frankfurt ist bei begründetem Verdacht berechtigt, die angefertigten Skizzen und das belichtete Filmmaterial entschädigungslos einzuziehen und zu vernichten. Dies gilt auch dann, wenn dadurch sonstiges Bildmaterial in Mitleidenschaft gezogen wird.

10. Es wird darauf hingewiesen, dass das Messegelände aus Sicherheitsgründen videoüberwacht ist.

11. Den Anordnungen des Sicherheits- und Ordnungspersonals der Messe Frankfurt ist unbedingt Folge zu leisten.
12. Die Messe Frankfurt behält sich das Recht vor, bei Verstößen gegen die Hausordnung, dem Missbrauch und Fälschen von Zutrittslegitimationen oder bei sonstigem störendem Verhalten die betreffenden Personen durch ein befristetes oder unbefristetes Haus- und Geländeverbot von dem Gelände und aus den Gebäuden zu verweisen und ihre Zutrittslegitimationen

entschädigungslos einzuziehen, sowie Kraftfahrzeuge auf Kosten und Gefahr des Fahrzeugführers/Fahrzeughalters abschleppen zu lassen.

13. Auf dem gesamten Messegelände herrscht eingeschränkter Winterdienst. Dieser bezieht sich sowohl auf das allgemein befriedete Gelände als auch auf die öffentlich zugänglichen Grundstücksteile der Messe Frankfurt.

Messe Frankfurt Venue GmbH
Stand: März 2014

1.2 Öffnungszeiten

1.2.1 Auf- und Abbauzeiten

Mit dem Standaufbau und der Anlieferung der Messegüter kann im Allgemeinen fünf Kalendertage vor Veranstaltungsbeginn begonnen werden.

Während der allgemeinen Auf- und Abbauzeiten kann in den Hallen und im Freigelände durchgehend, das heißt 24 Stunden am Tag (am letzten Aufbautag in der Regel bis 15.00 Uhr), gearbeitet werden soweit nicht veranstaltungsspezifisch andere Zeiten mit der Terminübersicht bekannt gegeben werden. Der Abbau der Standausstattung und -einrichtung einschließlich der ausstellereigenen Standaufbauten

und -einbauten muss im Allgemeinen spätestens am zweiten Kalendertag nach Schluss der Veranstaltung beendet und die Halle geräumt sein. Der Aussteller bzw. die von ihm beauftragte Standbaufirma wird gebeten, sich sowohl bei Beginn des Standaufbaus als auch nach Abbauende beim zuständigen Hallenservice zu melden. Die Standfläche ist besenrein zu übergeben. In besonderen Fällen kann die Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, erweiterte Auf- und Abbauzeiten zulassen. Vor dem offiziellen Aufbaubeginn und nach dem offiziellen Abbauende werden die Hallen nicht

temperiert.

Aus Gründen der allgemeinen Sicherheit auf dem Messegelände bleiben die Hallen und das Messegelände insgesamt außerhalb dieser Zeiten geschlossen.

1.2.2. Veranstaltungslaufzeit

Während der Veranstaltungslaufzeit werden die Hallen eine Stunde vor Messebeginn geöffnet und eine Stunde nach Messeschluss verschlossen.

Aussteller, die in begründeten Einzelfällen über diesen Zeitpunkt hinaus auf ihrem Stand tätig sein müssen, bedürfen einer besonderen schriftlichen Erlaubnis der Messe Frankfurt.

2. Verkehr im Messegelände, Rettungswege, Sicherheitseinrichtungen

2.1 Verkehrsordnung, Parkkarten

Verkehrsordnende und verkehrslenkende Regeln – wie z.B. in der Verkehrsregelung beschrieben – einschließlich der Anweisungen des von der Messe Frankfurt eingesetzten Ordnungspersonals sind unbedingt zu beachten und ihnen ist entsprechend Folge zu leisten. Das Messegelände ist Privatgelände der Messe Frankfurt.

Im gesamten Messegelände und auf messeeigenen Parkplätzen gelten die Bestimmungen der Straßenverkehrsordnung.

Die im Messegelände zugelassene Höchstgeschwindigkeit beträgt 30 km/h. Dort, wo es die Verkehrslage

erfordert, darf nur Schrittgeschwindigkeit gefahren werden. Vor Ein- oder Ausfahrt aus den Hallen ist anzuhalten und die ausreichende Tordurchfahrtshöhe zu prüfen. Ein Abstellen von Fahrzeugen in den Hallen ist verboten. Während des Ladens ist der Motor abzustellen. Wohnwagen/Wohnmobile dürfen nicht im

Messegelände genutzt werden. Widerrechtlich abgestellte Fahrzeuge, Auflieger, Container, Behälter und Güter jeder Art können von einem autorisierten Abschleppunternehmen, das im Auftrag der Messe Frankfurt arbeitet, auf Kosten und

Gefahr des Besitzers oder Halters entfernt werden.

Das Befahren des Geländes mit Fahrzeugen aller Art ist nur nach Erlaubnis durch die Messe Frankfurt gestattet, geschieht auf eigene Gefahr und ist während der Veranstaltung grundsätzlich untersagt. Auf dem Messegelände stehen Pkw-Parkplätze für Aussteller in begrenzter Zahl zur Verfügung. Die Parkplatzkarten können nur für die gesamte Dauer der Veranstaltung je nach Parkplatzangebot mit dem entsprechenden Formblatt bestellt werden (siehe auch Verkehrsregelung).

2.2 Rettungswege

2.2.1 Feuerwehrbewegungs- zonen, Hydranten

Die notwendigen und die durch die Halteverbotszeichen gekennzeichneten Anfahrtswege und Bewegungszonen für die Feuerwehr müssen ständig freigehalten werden. Fahrzeuge und Gegenstände, die auf den Rettungswegen und den Sicherheitsflächen abgestellt sind, können auf Kosten und Gefahr des Besitzers entfernt werden. Hydranten in den Hallen und im Freigelände dürfen nicht verbaut, unkenntlich oder unzugänglich gemacht werden.

2.2.2 Notausgänge, Notaus- stiege, Hallengänge

Die Flucht- und Rettungswege sind jederzeit freizuhalten. Die Türen im Zuge von Flucht- und Rettungswege müssen von innen leicht in voller Breite geöffnet werden können. Flucht- und Rettungswege, Ausgangstüren und Notausstiege im Hallenfußboden und deren Kennzeichnung dürfen nicht verbaut, überbaut, versperrt, verhängt oder sonst unkenntlich gemacht werden. Die Flucht- und Rettungswege in den Hallen dürfen zu keinem Zeitpunkt durch abgestellte

oder in den Gang hineinragende Gegenstände eingeengt werden. Die Messe Frankfurt ist im Fall von Zuwiderhandlungen berechtigt, auf Kosten und Gefahr des Verursachers Abhilfe zu schaffen. Für den Standbau benötigte Materialien oder zur sofortigen Aufstellung auf der Standfläche angelieferte Exponate dürfen in der Auf- und Abbauphase kurzzeitig im Randbereich der Flucht- und Rettungswege abgestellt werden, wenn hierdurch die aus Sicherheitsgründen geforderten Gangbreiten nicht unterschritten und logistische Belange

2.2 Rettungswege

ausreichend berücksichtigt werden. Dies wird als erfüllt angesehen, wenn entlang der Standgrenze zum Hallengang ein Streifen von maximal 0,9 m zum Abstellen genutzt wird. Unabhängig von der Breite des Hallenganges und der abgestellten Güter ist zwingend ein

Durchgang in einer Mindestbreite von 1,2 m frei zu halten. Flächen vor Notausgängen und die Kreuzungsbereiche der Hallengänge sind hiervon ausgenommen und müssen jederzeit in voller Breite freigehalten werden. Die Hallengänge dürfen nicht zur Errichtung

von Montageplätzen oder zur Aufstellung von Maschinen (z.B. Holzbearbeitungsmaschinen, Werkbänke, etc.) genutzt werden. Auf Verlangen der Messe Frankfurt kann (auch) aus logistischen Gründen die sofortige Räumung aller Hallengänge gefordert werden.

2.3 Sicherheitseinrichtungen

Sprinkleranlagen, Feuermelder, Feuerlöscheinrichtungen, Rauchmelder, Schließvorrichtungen der Hallentore und andere Sicherheits-

einrichtungen, deren Hinweiszeichen sowie die grünen Notausgangskennzeichen müssen jederzeit zugänglich und sichtbar sein. Sie

dürfen nicht zugestellt oder zugebaut werden.

2.4 Standnummerierung

Eine Standnummerierung ist obligatorisch. Soweit der Standbau dies technisch zulässt, werden alle Stände vom

Veranstalter mit Standnummern gekennzeichnet.

2.5 Bewachung

Die allgemeine Bewachung der Messehallen und des Freigeländes während der Auf- und Abbauphase sowie während der Laufzeit der Veranstaltung erfolgt durch die Messe Frankfurt und durch von ihr beauftragte Servicepartner. Die Messe Frankfurt übernimmt jedoch

keine Obhut für eingebrachte oder angelieferte Einrichtungen und Gegenstände von Ausstellern und in ihrem Auftrag tätigen Dritten.

Die Aussteller werden ausdrücklich darauf hingewiesen, dass während der Auf- und Abbauphase erhöhte

Risiken für das Ausstellungsgut und die sonstigen von den Ausstellern eingebrachten Gegenstände bestehen. Wertvolle bzw. leicht bewegliche Gegenstände sollten nachts stets unter Verschluss genommen werden.

2.5 Bewachung

Eine Bewachung des Standes und der vom Aussteller eingebrachten Gegenstände muss im Bedarfsfall der Aussteller selbst organisieren.

Standposten (Stand Guards) dürfen zwischen 18.00 Uhr und 8.00 Uhr grundsätzlich nur durch die von der Messe Frankfurt beauftragten Servicepartner gestellt werden. Die Bestellung von Standposten kann der Aussteller bis sechs Wochen vor Veranstaltungsbeginn mit dem entsprechenden Formular (siehe Servicemappe oder online über den Shop für Ausstellerservices) erteilen. Die Bestellung erfolgt durch die Einsendung des für die Veranstaltung geltenden, vollständig ausgefüllten Bestellvordruckes. Mündliche oder telefonische Bestellungen müssen vom Antragsteller schriftlich bestätigt werden. Die Bestellung muss vom Antragsteller rechtsverbindlich unterschrieben sein. Das Servicepersonal der Messe Frankfurt ist nicht befugt selber Aufträge zur

Bewachung von fremdem Eigentum zu übernehmen.

Firmeneigene Standwachen bedürfen für eine Bewachungszeit zwischen 18.00 Uhr und 8.00 Uhr einer besonderen Genehmigung, für die eine Gebühr erhoben wird. Auf Erteilung der Genehmigung besteht kein Rechtsanspruch. Firmeneigene Standwachen, die sich vor, während und nach Veranstaltungen in den Messehallen befinden, haben ferner folgende Bestimmungen einzuhalten: Die Wachpersonen müssen sich vor Dienstantritt bei dem für die entsprechende Halle zuständigen Hallenservice melden. Durch Eintrag des eigenen Namens, Name des Ausstellers, Standnummer, Personalausweis- oder Reisepassnummer sowie Datum und Ankunftszeit in eine dafür vorgesehene und vom Hallenservice geführte Liste ist die Anwesenheit zu bestätigen. Bei Ende der Bewachungszeit und vor Verlassen der Halle muss sich die

Standwache bei dem Hallenservice abmelden und das Ende der Bewachungszeit in der vorgenannten Liste vermerken. Die Standwache darf sich nur auf demjenigen Stand aufhalten, für den sie einen Bewachungsauftrag hat. Das Betreten und Verlassen des Standes muss auf dem kürzesten Weg, über den Hallenservice, erfolgen. Bei Nichteinhaltung dieser Auflagen geht die Messe Frankfurt davon aus, dass sich die am Stand oder in der Halle angetroffene Person unrechtmäßig auf dem Messegelände aufhält und behält sich besondere Maßnahmen bzw. die Verweisung vom Messegelände sowie die Geltendmachung weiterer Ansprüche/ Schäden vor. Die Mitnahme von Hunden zu Bewachungszwecken auf das Messegelände bedarf einer jederzeit widerrufbaren Genehmigung durch die Messe Frankfurt. Hunde sind ohne Ausnahme an der Leine zu führen. Waffen dürfen auch zu Bewachungszwecken nicht mitgeführt werden.

2.6 Notfallräumung

Aus Sicherheitsgründen kann die Schließung von Räumen, Gebäuden oder Freiflächen und deren

Räumung von der Messe Frankfurt angeordnet werden.

3. Technische Daten und Ausstattung der Hallen und des Freigeländes

3.1 Hallendaten

Aufgrund der unterschiedlichen Hallen sind diese Angaben gesondert aufgeführt (siehe „Technische Daten der Hallen der Messe Frankfurt“)

3.1.1 Allgemeine Beleuchtung, Stromart, Spannung

Die allgemeine Beleuchtung hat, je nach Halle, zwischen ca. 300 und 400 Lux, gemessen 1 m über dem Hallenfußboden. Vorhandene Stromart und Spannung auf dem Messegelände:

Netzart: TN-C-S

Spannung 230 V / 400 V

Toleranzwerte nach DIN EN 50160

3.1.2 Druckluft-, Elektro- und Wasserversorgung

Die Druckluft-, Elektro- und Wasserversorgung der Stände erfolgt in den Hallen über die vorhandenen Installationskanäle und Anschlusspunkte im Hallenfußboden. In Hallenebenen mit Stützen erfolgt die Elektroversorgung zusätzlich über Anschlusskästen, die sich an den Hallenstützen befinden.

3.1.3 Kommunikationseinrichtungen

Die Versorgung der Stände mit Telefon-, Telefax-, Daten- und Antennenanschlüssen erfolgt in den Hallen im Allgemeinen über die vorhandenen Installationskanäle und Anschlusspunkte im Hallenfußboden. In den Hallenebenen mit Stützen erfolgt die Versorgung zusätzlich über Anschlusskästen, die sich an den Hallenstützen befinden.

Richtlinie zum Betrieb von ausstellereigenen WLAN Netzen auf der Messe Frankfurt:

Ausstellereigene WLAN-Sender dürfen nur im 2,4 GHz-Bereich basierend auf den gültigen Standards (802.11 b/g/n) senden, nicht aber im 5 GHz-Bereich! Der 5 GHz-Bereich ist exklusiv der Messe Frankfurt vorbehalten, um dort ausstellerspezifische Lösungen abzubilden. WLAN-Sender dürfen somit nur in den Kanälen 1,6 oder 11 senden und nicht auf automatische Kanalsuche konfiguriert sein. Kanal-Bündelung (Channel Bonding) ist nicht gestattet und so die Kanalbandbreite auf maximal 20 MHz begrenzt. Die Sendeleistung des eigenen Senders darf an der Standgrenze nicht mehr als -80dBm betragen. Die SSID, das ist die Kennung Ihres Access Points, muss in den ersten Zeichen die Standnummer beinhalten (z.B. H4.0 B42). All diese zuvor genannten Einstellungen lassen sich über das Konfigurationsmenü des Access Points einstellen.

Andere Sender als WLAN-Sender sind grundsätzlich nicht gestattet, denn sie können die Nutzsignale massiv stören. Sollten Exponate andere Sender verwenden, dann sprechen Sie uns bitte rechtzeitig darauf an. Für WLAN-Sender in Exponaten gelten selbstverständlich auch die zuvor formulierten Regeln. WLAN-Netze, die zu Störungen führen, dürfen nicht betrieben werden. Die Messe Frankfurt be-

hält sich das Recht vor, diese Netze abzuschalten.

Formulare zur Anmeldung Ihres eigenen Access Points werden auf www.messefrankfurt.com bereitgestellt. Die Anmeldung eines eigenen WLAN Senders muss rechtzeitig vor Messebeginn erfolgen, um sicherzustellen, dass diese Regeln von allen Ausstellern eingehalten werden.

3.1.4 Sprinkleranlagen

Die Hallen sind mit Sprinkleranlagen ausgestattet. Der Mindestabstand von Exponaten und Dekorationen zum Sprinklerkopf muss 1,00 m betragen. Der Abstand von Leuchten und Strahlern zum Sprinklerkopf ist so zu wählen, dass eine Fehlauslösung der Löscheinrichtung durch Wärmeeinwirkung ausgeschlossen ist.

3.1.5 Heizung, Lüftung

In allen Hallen vorhanden. Geheizt, gelüftet und gekühlt wird bei Bedarf an den Veranstaltungstagen.

3.1.6 Störungen

Bei Störungen der technischen Versorgung (z.B. Elektro, Wasser, Druckluft, Heizung, Lüftung, Telekommunikation usw.) ist unverzüglich die Messe Frankfurt zu informieren.

Für Verluste und Schäden, die durch diese Störungen entstehen, haftet die Messe Frankfurt nicht.

3.1 Hallendaten

3.1.7 Standklimatisierung

Es besteht die Möglichkeit, Standareale individuell zu klimatisieren. Die Messe Frankfurt, Aussteller-

service, unterbreitet auf Wunsch ein individuelles Angebot. Eine Standklimatisierung mit Trinkwasser im Durchflussverfahren ist nicht

gestattet.

3.2 Freigelände

Die Freigeländeflächen bestehen aus gepflasterten oder asphaltierten Flächen. Das Gelände hat bei Dunkelheit während der Öffnungs-

zeiten eine allgemeine Straßen- und Wegebeleuchtung. Notwendige Versorgungsanschlüsse sind in unregelmäßigen Abständen

vorhanden. Bitte beachten Sie auch unbedingt Punkt 4.8 Freigelände bei Ihren Planungen.

3.3 Durchfahrtshöhen

Geringere Durchfahrtshöhen als 4,00 m sind beschildert.

4. Standbaubestimmungen

4.1 Standsicherheit

Ausstellungsstände einschließlich Einrichtungen und Exponate sowie Werbeträger sind so standsicher zu errichten, dass die öffentliche Sicherheit und Ordnung, insbesondere Leben und Gesundheit, nicht gefährdet werden.

Für die statische Sicherheit ist der Aussteller verantwortlich und gegebenenfalls nachweispflichtig. Stehende bauliche Elemente bzw. Sonderkonstruktionen (z.B. freistehende Wände, hohe Exponate,

hohe dekorative Elemente), die umkippen können, müssen mindestens für eine horizontal wirkende Ersatzflächenlast q_n bemessen werden:

$q_{n1} = 0,125 \text{ kN/m}^2$ bis 4m Höhe ab Oberkante Fußboden

$q_{n2} = 0,063 \text{ kN/m}^2$ für alle Flächen über 4 m Höhe ab Oberkante Fußboden

Bezugsfläche ist dabei die jeweilige Ansichtsfläche.

Die dazu erstellten Nachweise sind auf Verlangen der Messe Frankfurt

prüffähig vorzulegen.

Abweichungen sind im begründeten Einzelfall möglich, hierbei ist ein genauer Nachweis zu führen.

Die Stabilisierung gegen Nachbarstände bzw. vorhandene Bausubstanz ist nicht gestattet.

Die Messe Frankfurt behält sich vor, in begründeten Fällen vor Ort eine kostenpflichtige Überprüfung der Standsicherheit durch einen Statiker vornehmen zu lassen.

4.2 Standbaufreigabe, Planfreigabe

Nicht freigabepflichtig:

Für eingeschossige Standbauten

- die nicht zu Sonderkonstruktionen zählen
- mit einer Grundfläche kleiner als 100 m^2
- einer Bauhöhe von nicht mehr als 4,00 m

ist keine Einreichung von Planunterlagen erforderlich.

Freigabepflichtig:

Messestände mit einer Grundfläche größer als 100 m^2 , Messestände im Freigelände, Fliegende Bauten, mobile Stände, 2-geschossige Stände, Sonderaufbauten und Sonderkonstruktionen sind freigabe- und kostenpflichtig.

Zu Sonderkonstruktionen zählen u.a.:

- Standaufbauten und Exponate über 4 m Höhe
- geschlossene Decken
- Podeste und Bühnen höher als 0,20 m
- Glaskonstruktionen
- bewegte Bauteile
- Decken-Boden-Verbindung

4.2.1 Prüfung und Freigabe freigabepflichtiger Aufbauten

Vermaßte Standpläne in einem geeigneten Maßstab (z.B. 1:100) in gedruckter (zweifache Ausfertigung) oder elektronischer Form (pdf) mit Grundrissen und Ansichten sind bis spätestens sechs Wochen vor Aufbaubeginn in zweifacher Ausfertigung mit deutscher oder englischer Beschriftung zur Freigabe bei der

Messe Frankfurt Venue GmbH
Technisches Veranstaltungsmanagement Messen
Ludwig-Erhard-Anlage 1
D-60327 Frankfurt am Main
veranstaltungstechnik
@messefrankfurt.com
vorzulegen.

Die Standpläne gehen nach Überprüfung mit dem Freigabevermerk an den Aussteller/Standbauer zurück. Erst mit dem Freigabevermerk ist der Standbau freigegeben.

Für die Freigabe von:

- Sonderkonstruktionen
- zweigeschossigen Bauten
- Messestände im Freigelände
- Fliegende Bauten
- Kino- oder Zuschauerräumen
- Szenenflächen

werden folgende Unterlagen (in zweifacher Ausfertigung) bis spätes-

4.2 Standbaufreigabe, Planfreigabe

tens sechs Wochen vor Aufbaubeginn in deutscher Sprache benötigt:

- a) Von einem zweiten, unabhängigen Statiker geprüfte oder prüffähige statische Berechnung nach deutschen Normen
- b) Baubeschreibung mit Angaben zu den verwendeten Materialien (ggfs. mit Zertifikaten)
- c) Standbauzeichnungen in einem geeigneten Maßstab, z.B. 1:100 (Grundrisse, Ansichten, Schnitte) sowie Deckenplan mit Vermaßung der geschlossenen Deckenfläche(n)
- d) Rettungswegplan mit Nachweis der Rettungsweglängen und -breiten
- e) Bei Vorlage einer Typenprüfung/ eines Prüfbuchs entfällt Punkt a).

Sollte keine, von einem zweiten, unabhängigen Statiker geprüfte Statik vorliegen, wird das von der Messe Frankfurt beauftragte Ingenieurbüro die Prüfung selbst vornehmen und separat an den Aussteller weiterberechnen. Der Statiker wendet sich zu ge-

bener Zeit bzw. nach Absprache an den Standbauleiter, um den Standaufbau in statischer Hinsicht zu überprüfen und abzunehmen.

Die Kosten des Freigabeverfahrens (Prüfung der eingereichten Unterlagen und Abnahme vor Ort) werden dem Aussteller/Standbauer in Rechnung gestellt. Das Fehlen einer Statik kann für den Aussteller/Standbauer Mehrkosten zur Folge haben.

4.2.2 Fahrzeuge und Container

Fahrzeuge und Container sind als Ausstellungsstände in den Hallen und im Freigelände freigabepflichtig.

4.2.3 Änderung nicht vorschriftsgemäßer Standbauten

Standbauten, die nicht freigegeben sind, den Technischen Richtlinien oder dem Stand der Technik nicht entsprechen, müssen geändert oder beseitigt werden. Bei nicht fristgerechter Ausführung ist die Messe Frankfurt berechtigt,

auf Kosten des Ausstellers selbst Änderungen vorzunehmen.

4.2.4. Haftungsumfang

Jegliche Schadensersatzansprüche wegen Abhandenkommens, Beschädigung oder Beeinträchtigungen der eingesandten Entwürfe, Modelle oder sonstigen Unterlagen gegen die Messe Frankfurt, gleich auf welchem Rechtsgrund sie beruhen könnten, sind ausgeschlossen. Sofern der Aussteller oder dessen Nachunternehmer die vorstehenden Standbaubestimmungen nicht einhalten, haftet der Aussteller für sämtliche Schäden, die aus der Verletzung der Standbaubestimmungen resultieren.

Ferner hat der Aussteller die Messe Frankfurt von sämtlichen Ansprüchen Dritter freizustellen, die aufgrund der Verletzung der vorstehenden Standbaubestimmungen geltend gemacht werden.

4.3 Bauhöhen

Die maximalen Bauhöhen für Standaufbau, Rigging sowie Werbung finden Sie unter www.messefrankfurt.com. Werbeträger, Logos etc. sind mindestens 1,00 m von der Grenze

zum Nachbarstand einzurücken. Bauliche Einschränkungen können hallenspezifisch vorhanden sein. Alle Maße sind vor Ort zu überprüfen. Die Messe Frankfurt übernimmt keine Gewähr für die Rich-

tigkeit der Angaben. Die lichte Höhe von Innenräumen muss mindestens 2,30 m betragen. Die Rückseiten zu Nachbarständen sind ab einer Höhe von 2,50 m glatt und weiss auszubilden.

4.4 Brandschutz- und Sicherheitsbestimmungen

4.4.1 Brandschutz

Die Ausstellungshallen sind mit Brandmelde- bzw. Feuerlöschanlagen ausgerüstet. Sollten diese Brandschutzanlagen durch Standbau eingeschränkt werden (z.B.

durch geschlossene Decken), so sind zusätzliche Maßnahmen seitens des Ausstellers erforderlich, die im Einvernehmen mit der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement,

zu treffen sind. Die erforderlichen Maßnahmen sind den folgenden Tabellen 1 und 2 zu entnehmen. Geschlossene Decken in Foyers sind grundsätzlich nicht gestattet.

4.4 Brandschutz- und Sicherheitsbestimmungen

Tabelle 1: Brandschutzkonzept für eingeschossige Messestände mit geschlossenen EG-Decken und zweigeschossige Messestände mit offenen OG-Decken

Deckenfläche	0 - 30 m ²	31 - 100 m ²	101 - 200 m ²	201 - 400 m ²	401 - 1.000 m ²
Brandschutzmaßnahme					
Standbaumaterialien einschl. Decken	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar
Treppen	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar
Flucht-Rettungsweglänge	EG: max. 20 m zum Gang OG: max. 20 m zum Gang	EG: max. 20 m zum Gang OG: max. 20 m zum Gang	EG: max. 20 m zum Gang OG: max. 20 m zum Gang	EG: max. 20 m zum Gang OG: max. 20 m zum Gang	EG: max. 20 m zum Gang OG: max. 20 m zum Gang
Ausgänge aus Messeständen oder Räumen in Messeständen (Mindestbreite)	EG: einer; 0,9 m OG: eine Treppe; 0,9 m	EG: einer; 0,9 m OG: eine Treppe; 0,9 m	EG: zwei, entgegengesetzt, < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers. OG: zwei Treppen entgegengesetzt, je < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers.	EG: zwei, entgegengesetzt, < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers. OG: zwei Treppen entgegengesetzt, je < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers.	EG: zwei, entgegengesetzt, < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers. OG: zwei Treppen entgegengesetzt, je < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers.
Flucht-/Rettungsweg Kennzeichnung	Ja	Ja Rettungszeichenleuchten	Ja Sicherheitsbeleuchtung	Ja Sicherheitsbeleuchtung	Ja Sicherheitsbeleuchtung
Feuerlöscher	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe
Automatische Brandmeldeanlage / (BMA)	EG: nein OG: nein	EG: ja OG: nein	EG: ja OG: nein	EG: ja OG: nein	EG: ja OG: nein
Akustische/optische Alarmierung	EG: nein OG: nein	EG: nein OG: ja	EG: nein OG: ja	EG: nein OG: ja	EG: ja OG: ja
Wandhydrant „S“ im Stand	EG: nein OG: nein	EG: nein OG: nein	EG: ja, einer OG: nein	EG: ja, zwei OG: nein	EG: ja, drei OG: ja, drei
Rauchableitung	EG: nein OG: nein	EG: nein OG: nein	EG: nein OG: nein	EG: ja OG: nein	EG: ja OG: nein
Sprinklerung	EG: nein OG: nein	EG: nein OG: nein	EG: nein OG: nein	EG: nein OG: nein	EG: ja OG: nein

Anmerkung: Wenn kein durch Personen genutztes OG vorhanden ist, entfallen die jeweiligen Anforderungen für das OG

4.4 Brandschutz- und Sicherheitsbestimmungen

Tabelle 2: Brandschutzkonzept für zweigeschossige Messestände mit geschlossenen EG-Decken und mit geschlossenen OG-Decken

Deckenfläche	0 - 30 m ²	31 - 100 m ²	101 - 200 m ²	201 - 400 m ²	401 - 1.000 m ²
Brandschutzmaßnahme					
Standbaumaterialien einschl. Decken	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerent- flammbar	Mindestens B1, schwerent- flammbar	Mindestens B1, schwerent- flammbar
Treppen	Mindestens B1, schwerentflammbar	Mindestens B1, schwerentflammbar	Mindestens B1, schwerent- flammbar	Mindestens B1, schwerent- flammbar	Mindestens B1, schwerent- flammbar
Flucht- Rettungsweglänge	EG: max 20 m zum Gang OG: max 20 m zum Gang	EG: max 20 m zum Gang OG: max 20 m zum Gang	EG: max 20 m zum Gang OG: max 20 m zum Gang	EG: max 20 m zum Gang OG: max 20 m zum Gang	EG: max 20 m zum Gang OG: max 20 m zum Gang
Ausgänge aus Messe- ständen oder Räumen in Messeständen (Mindestbreite)	EG: einer; 0,9 m OG: eine Treppe; 0,9 m	EG: einer; 0,9 m OG: eine Treppe; 0,9 m	EG: zwei, entgegengesetzt, < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers. OG: zwei Treppen entgegen- gesetzt, je < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers.	EG: zwei, entgegengesetzt, < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers. OG: zwei Treppen entgegen- gesetzt, je < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers	EG: zwei, entgegengesetzt, < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers. OG: zwei Treppen entgegen- gesetzt, je < 200 m ² : 0,9 m > 200 Pers: min. 1,2 m + 0,6 m je weitere 100 Pers
Flucht-/Rettungsweg Kennzeichnung	Ja	Ja Rettungszeichen- leuchten	Ja Sicherheitsbeleuchtung	Ja Sicherheitsbeleuchtung	Ja Sicherheitsbeleuchtung
Feuerlöscher	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe	EG: ja OG: ja, 1 + 1 je Treppe
Automatische Brand- meldeanlage / (BMA)	EG: nein OG: nein	EG: ja OG: ja	EG: ja OG: ja	EG: ja OG: ja	EG: ja OG: ja
Akustische/optische Alarmierung	EG: nein OG: nein	EG: nein OG: ja	EG: nein OG: ja	EG: nein OG: ja	EG: ja OG: ja
Wandhydrant „S“ im Stand	EG: nein OG: nein	EG: nein OG: nein	EG: ja, einer OG: ja, einer	EG: ja, zwei OG: ja, zwei	EG: ja, drei OG: ja, drei
Rauchableitung	EG: nein OG: nein	EG: nein OG: nein	EG: nein OG: nein	EG: ja OG: ja	EG: ja OG: ja
Sprinklerung	EG: nein OG: nein	EG: nein OG: nein	EG: nein OG: nein	EG: nein OG: nein	EG: ja OG: ja

4.4 Brandschutz- und Sicherheitsbestimmungen

Erläuterungen zu den Tabellen 1 und 2:

Allgemeines / Flächenangaben

Eine zweigeschossige Bauweise und der Einbau von geschlossenen Decken ist nur mit Zustimmung der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, möglich. Die Flächenangaben in m² beziehen sich jeweils auf die geschlossenen Deckenflächen je Geschoss, ggfs. ist eine abschnittsweise Bewertung notwendig. Für Messestände mit geschlossenen Decken ab einer Fläche von 1000 m² ist grundsätzlich ein individuelles Brandschutzkonzept basierend auf den Technischen Richtlinien der Messe Frankfurt zu erstellen; das Brandschutzkonzept ist der Messe Frankfurt zur Freigabe vorzulegen.

Geschlossene Deckenflächen

Die Wirkung der Sprinkleranlage (in der Ausstellungshalle) darf durch überdeckte oder mehrgeschossige Ausstellungsstände nicht beeinträchtigt werden. Decken sind als offen zu betrachten:

- wenn nicht mehr als 50 % der Fläche bezogen auf den einzelnen m² geschlossen sind

- wenn sprinklertaugliche Stoffe mit einer Mindestmaschenweite von 2 x 4 mm oder 3 x 3 mm genutzt werden (kein Smoke Out). Die Gewebeplane ist horizontal und ausschließlich einlagig zu verspannen.

Brandschutzmaßnahmen:

- Geschlossene Decken bis 30 m² pro Stand, jedoch nicht mehr als 50 % der Standfläche dürfen ohne weitere Kompensationsmaßnahmen geschlossen ausgeführt werden, da die Wirksamkeit der Sprinkleranlage in der Ausstellungshalle dadurch nicht beeinträchtigt wird. Wenn mehrere 30 m² große Deckenflächen eingesetzt werden, müssen diese einen Abstand zwischen zwei Deckenfeldern von mind. 3 m haben. Um durch Addition mehrerer Deckenfelder eine Fläche von 30 m² nicht zu überschreiten, ist zu den Standgrenzen hin ein Abstand von mindestens 1,50 m einzuhalten.
- Geschlossene Deckenflächen bis 100 m² bedürfen einer automatischen Brandmeldeanlage.
- Geschlossene Deckenflächen ab 100 m² erfordern zusätzlich die Installation von Wandhydranten zur unmittelbaren Aufnahme der Brandbekämpfung

- Geschlossene Deckenflächen ab 401 m² bedürfen einer Sprinklerung des Bereiches unterhalb der geschlossenen Decke. Mehrere bis zu 400 m² große geschlossene Deckenflächen dürfen ohne Sprinklerung nicht unmittelbar aneinander gebaut werden. Es ist ein Mindestabstand der Deckenflächen untereinander von 5 m (Luftlinie) einzuhalten.

Falls es bei einer Unterschreitung der oben genannten Abstände -auch standübergreifend- zu einer größeren Deckenfläche kommen sollte, trägt der Verursacher die Kosten für die notwendigen Kompensationsmaßnahmen gem. Tabelle 1 oder 2, auch für den betroffenen Nachbarstand.

Die Decke von Obergeschossen ist grundsätzlich offen zu gestalten, damit Sprinkleranlagen in ihrer Wirksamkeit nicht beeinträchtigt werden. Sollten Decken von Obergeschossen geschlossen werden, gelten die zusätzlichen Anforderungen wie an Flächen in eingeschossigen Ständen mit geschlossener Decke. Siehe auch Punkt 4.4.2. Geschlossene Decken in Foyers sind grundsätzlich nicht gestattet.

4.4 Brandschutz- und Sicherheitsbestimmungen

Weiterführende, allgemein gültige Erläuterungen:

Standbaumaterialien, Treppen

Alle Standbau- und Dekorationsmaterialien müssen entsprechend DIN 4102 mindestens B1 bzw. entsprechend EN 13501-1 mindestens class B/C s1 d0, d.h. schwerentflammbar sein und dürfen weder brennend abtropfen noch toxische Gase entwickeln.

An tragende Konstruktionsteile können im Einzelfall aus Gründen der Sicherheit besondere Anforderungen gestellt werden.

Alle Treppenanlagen sind nach DIN 18065 auszuführen.

Flucht- und Rettungswege

Die Führung und Bemessung der Flucht- und Rettungswege richtet sich nach den Anforderungen der H-VStättR. Die Entfernungen innerhalb der Messestände werden in der Lauflinie gemessen.

Flucht- und Rettungswegkennzeichnung

Die Kennzeichnung der Fluchtwege, Notausgänge, Notausstiege und Türen im Verlauf von Fluchtwegen muss entsprechend der ASR A1.3 „Sicherheits- und Gesundheitschutzkennzeichnung“ erfolgen. Wenn Messestände eingehaust sind oder verdunkelt werden und die allgemeine Sicherheitsbeleuchtung der Ausstellungshalle nicht ausreicht, ist eine Sicherheitsbeleuchtung sowie Sicherheitszeichen von Ausgängen und Rettungswegen vorzusehen (vgl. §15 H-VStättR). Für Messestände bis zu einer eingehausten Fläche von

30-100 m² reichen Rettungszeichenleuchten aus.

Wandhydranten

Zusätzliche Wandhydranten auf Messeständen sind insbesondere zur Selbsthilfe aber auch zum Einsatz durch unterwiesene Personen vorzusehen. Wandhydranten zur Selbsthilfe entsprechen DIN 14461 Teil 1 Typ „S“ und sind entsprechend zusätzlich zur Sicherheitskennzeichnung mit einem „S“ zu kennzeichnen. Die Leistung der Wandhydranten für die Selbsthilfe beträgt 24 l/min bei gleichzeitigem Betrieb zweier Wandhydranten mit formbeständigem Schlauch mit 19 mm Durchmesser und Strahlrohr mit Mundstück d = 4 mm.

Wandhydranten auf Messeständen sind in unmittelbarer Nähe der Zugänge zu den Ständen bzw. an den Treppenauf- bzw. -abgängen zu installieren. Die Wandhydranten sind so anzuordnen, dass jede Stelle eines Messestandes mit mindestens einem Wandhydranten zu erreichen ist. Das Standpersonal wird im Umgang mit den Wandhydranten durch die Messe Frankfurt unterwiesen.

Feuerlöscher

Jede Messestandebene muss mit mindestens einem für die Brandgefahr geeigneten Feuerlöscher ausgestattet sein. Je weitere 200 m² ist ein zusätzlicher Feuerlöscher vorzuhalten. Je Treppe in einem Messestand ist ein zusätzlicher Feuerlöscher am Treppenabgang vorzuhalten. Die Feuerlöscher müssen ein Löschvermögen von

mindestens 27 A für Brandklasse A oder 144 B für Brandklasse B aufweisen und sollten nicht schwerer als 12 kg sein. Sollten auf Messeständen Küchen vorhanden sein, sind entsprechend geeignete Feuerlöscher vorzuhalten.

Um eine eindeutige Zuordnung der Feuerlöscher innerhalb der Standflächen zu ermöglichen, sind diese durch den Aussteller mit der Standnummer sowie dem Ausstellernamen zu kennzeichnen.

Brandmeldeanlage

Die automatische Brandmeldeanlage in Messeständen mit geschlossenen Decken soll eine frühzeitige Detektion eines Brandes und die Alarmierung sowohl der Messestandbesucher insbesondere im Obergeschoss eines Messestandes sowie der Feuerwehr bewirken. Hierdurch werden die Bedingungen zur Selbstrettung deutlich verbessert und die Eingreifzeiten der Feuerwehr minimiert. Neben Alarmierungseinrichtungen können Anlagen zur Rauchableitung durch eine automatische Brandmeldeanlage angesteuert werden.

Akustische/Optische Alarmierung

Eine optisch-akustische Alarmierungsanlage ist im Obergeschoss von zweigeschossigen Messeständen erforderlich, sofern keine Sichtverbindung zur Ausstellungshalle besteht. Somit kann eine frühzeitige Alarmierung der Personen im Obergeschoss bei einer Brandmeldung im Erdgeschoss sichergestellt werden. Die Ansteuerung / Auslösung erfolgt über die auto-

4.4 Brandschutz- und Sicherheitsbestimmungen

matische Brandmeldeanlage im Erdgeschoss eines zweigeschossigen Messestandes. In Messeständen mit geschlossenen Decken größer 400 m² ist auch im Erdgeschoss eine Alarmierungsanlage vorzusehen. Schallhemmende Kabinen müssen zusätzlich – unabhängig von ihrer Größe – entweder eine Sichtverbindung nach außen haben oder mit einer optisch akustischen Alarmierung in Verbindung mit einem Alarm-Taster oder mit einem Notaus-Taster außerhalb der Kabine ausgestattet sein.

Rauchableitung

Die Rauchableitung von Messeständen erfolgt natürlich oder maschinell in die Messehalle und von dort natürlich oder maschinell ins Freie. Für Messestände mit einer Deckenfläche von weniger als 200 m² ist eine Rauchableitungsöffnung nicht erforderlich.

Bis zu einer Grundfläche von 1000 m² genügen Rauchableitungsöffnungen mit einer freien Öffnungsfläche von insgesamt 1 Prozent der Grundfläche, Fenster oder Türen mit einer freien Öffnungsfläche von insgesamt 2 Prozent der Grundfläche oder maschinelle Rauchabzugsanlagen mit einem Luftvolumenstrom von 36 m³/h je Quadratmeter Grundfläche. An die Anlagen zur maschinellen Entrauchung von Messeständen werden keine Anforderungen hinsichtlich des thermischen und elektrischen Funktionserhaltes gestellt, da die Entrauchung nur für die Phase der Selbstrettung und ggf. Fremdrettung relevant ist und auch keine Bauteilanforderungen an Messestände gestellt werden.

Die Auslösung/Ansteuerung einer maschinellen Entrauchungsanlage erfolgt über die automatische Brandmeldeanlage.

Sprinklerung

Ab einer geschlossenen Fläche von mehr als 400 m² erfolgt eine Sprinklerung des Bereiches unterhalb der geschlossenen Decke.

Mehrere bis zu 400 m² große geschlossene Deckenflächen dürfen ohne Sprinklerung nicht unmittelbar aneinander gebaut werden. Es ist ein Mindestabstand der Deckenflächen untereinander von 5 m (Luftlinie) einzuhalten.

Falls es bei einer Unterschreitung des Abstandes – auch standübergreifend – zu einer größeren Deckenfläche kommen sollte, trägt der Verursacher die Kosten für die notwendigen Kompensationsmaßnahmen gem. Tabelle 1 oder 2, auch für den betroffenen Nachbarstand.

4.4.1.1 Standbau- und Dekorationsmaterialien

Generell dürfen an Messeständen keinerlei leichtentflammbare, brennend abtropfende, toxische Gase oder stark rauchbildende Materialien wie die meisten thermoplastischen Kunststoffe, u.a. Polystyrol (Styropor) verbaut werden.

An tragende Konstruktionsteile können im Einzelfall aus Gründen der Sicherheit besondere Anforderungen gestellt werden (z.B. nicht-brennbar). Statisch notwendige bzw. lasttragende Befestigungen dürfen nur mit nichtbrennbaren Befestigungsmitteln ausgeführt werden.

Standbau- und Dekorationsmateri-

alien müssen als mindestens schwerentflammbar (Klasse B1) und nicht brennend abtropfend, gemäß DIN 4102-1 mit geringer Rauchentwicklung bzw. gemäß EN 13501-1 als mindestens Klasse B/C –s1, d0 eingestuft sein.

Ein Prüfzeugnis über die Baustoffklasse des eingesetzten Materials ist vorzuhalten.

Bambus, Reet, Heu, Stroh, Rindenmulch, Torf oder ähnliche Materialien genügen in der Regel nicht den vorgenannten Anforderungen und sind im Allgemeinen gesondert zu schützen oder brandschutztechnisch zu behandeln. Laub- und Nadelgehölze dürfen nur mit feuchtem Wurzelballen verwendet werden.

Statisch notwendige Befestigungen dürfen nur mit dafür zugelassenen Befestigungsmitteln ausgeführt werden (z.B. sind Kabelbinder aus Kunststoff nicht zulässig!).

4.4.1.2 Ausstellung von Kraftfahrzeugen auf Messeständen

Die Ausstellung von Kraftfahrzeugen ist bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, anzumelden. Hierzu ist die Anzahl der Fahrzeuge sowie die Angabe des/der Fahrzeugtyp(-en) erforderlich.

Fahrzeuge mit Verbrennungsmotoren

- Der Treibstofftank muss weitgehend leer und abgeschlossen sein.
- Eine Versorgung der Ausstellungsfahrzeuge über die Starterbatterie ist möglich, wenn sichergestellt ist, dass keine gefähr-

4.4 Brandschutz- und Sicherheitsbestimmungen

lichen Gase produziert werden - z.B. bei Gelbatterien, wenn die Kontakte berührungssicher gestaltet sind und der Anlasser dauerhaft von der Batterie getrennt ist.

- In allen anderen Fällen ist die Batterie abzuklemmen oder auszubauen.

Fahrzeuge mit Gasantrieb

- Der Druckbehälter muss entleert und drucklos sein (s. auch Punkt 5.7).

Fahrzeuge mit alternativer Antriebstechnik, z.B. Elektro- oder Hybridantrieb

- Der Kraftstofftank muss weitgehend leer und abgeschlossen sein.
- Der Fahrmotor ist von der Batterie abzukoppeln, beispielsweise über einen Batterietrennschalter.
- Die Spannungsfreiheit der Hochvoltbatterie muss sichergestellt sein bzw. muss die Hochvoltbatterie in einem batterietypischen unkritischen Zustand sein (geladen/entladen).
- Ladevorgänge sind in den Messehallen nicht gestattet.
- Die Fahrzeugpositionen innerhalb einer Standfläche müssen in einem Plan gekennzeichnet werden.
- Die zugehörigen Rettungskarten sind am Stand vorzuhalten und vorab an die Messe Frankfurt zu übermitteln.
- Fahrzeuge mit Brennstoffzellen oder anderen Antriebsarten werden gesondert betrachtet.

Für alle Kraftfahrzeuge sind geeig-

nete Löschmittel in ausreichender Anzahl am Messestand vorzuhalten. Die Messe Frankfurt Venue GmbH behält sich ergänzende Maßnahmen vor.

4.4.1.3 Explosionsgefährliche Stoffe

Explosionsgefährliche Stoffe unterliegen dem Sprengstoffgesetz und dürfen auf Messen und Ausstellungen nicht ausgestellt werden. Dies gilt auch für Munition im Sinne des Waffengesetzes.

4.4.1.4 Pyrotechnik

Pyrotechnische Vorführungen sind bei der Messe Frankfurt anzumelden. Darüber hinaus ist eine behördliche Genehmigung erforderlich.

Pyrotechnische Gegenstände ohne Konformitätsnachweis oder Feuerwerkskörper der Kategorien II, III und IV sind nicht zugelassen.

4.4.1.5 Ballone

Die Verwendung von Luftballons, die mit brennbarem Gas gefüllt sind, ist in den Hallen und im Freigelände verboten.

Mit Sicherheitsgas gefüllte Ballons, die statisch fest verankert sind und sich innerhalb der Standgrenzen im Rahmen der maximalen Bauhöhe befinden, können auf Antrag von der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, freigegeben werden. Das Verteilen gasbefüllter Luftballons ist nicht gestattet.

4.4.1.6 Flugobjekte

Die Verwendung von Flugobjekten ist in den Hallen und im Freigelan-

de grundsätzlich nicht gestattet. Ausnahmen bedürfen der vorherigen schriftlichen Freigabe der Messe Frankfurt Venue GmbH.

4.4.1.7 Nebelmaschinen, Hazer und Laseranlagen

Da der Einsatz von Shownebel und Haze in den Ausstellungshallen vorhandene automatische Brandmelder auslösen kann, muss der Einsatz entsprechender Geräte rechtzeitig, d.h. bis sechs Wochen vor Aufbaubeginn bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, schriftlich angemeldet werden. Die formlose Anmeldung muss Anzahl, Modell des/der Gerät(e) sowie Angaben zur Art der Nebelerzeugung beinhalten. Ebenso müssen die Betriebsanleitung des Gerätes und das Sicherheitsdatenblatt des Nebelfluids vorgelegt werden.

Kosten für erforderliche Maßnahmen zur Außerbetriebnahme von Brandmeldeeinrichtungen können von der Messe Frankfurt an den Aussteller oder Veranstalter weiterberechnet werden. Wird der Einsatz von Nebelmaschinen nicht mit der Messe Frankfurt abgestimmt und dadurch ein Fehlalarm der Brandmeldeanlage ausgelöst, müssen wir die Kosten für Feuerwehreinsätze an den Verursacher weiterleiten.

Der Betrieb auf benachbarten Ständen darf durch den Einsatz von Nebelmaschinen nicht beeinträchtigt werden. Aus diesem Grund ist ebenfalls anzugeben, in welchem Zeitraum bzw. wie oft die Maschinen zum Einsatz kommen. Es sollten geeignete Maßnahmen getroffen

4.4 Brandschutz- und Sicherheitsbestimmungen

werden, um eine Vernebelung der Bereiche, in denen dies szenisch nicht erforderlich ist, möglichst gering zu halten. Gegebenenfalls benötigen Sie die Einverständniserklärung Ihrer Standnachbarn. Es dürfen nur Nebelgeräte verwendet werden, die den grundsätzlichen Anforderungen des Produktsicherheitsgesetzes (ProdSG) entsprechen. Bei Verwendung von Nebelgeräten zur Verdampfung wird empfohlen Geräte bereitzustellen, bei denen in der Konformitätserklärung die Übereinstimmung mit DIN VDE 0700-245 bestätigt wird. Bei der Auswahl der Nebelgeräte sind die Art der betrieblichen Nutzung und die spezifischen Einsatzbedingungen zu berücksichtigen. Dem Anwender der Nebelgeräte müssen die dazugehörigen Bedienungsanleitungen zur Verfügung stehen.

Für die Verwendung in der Messehalle sind ausschließlich Nebelfluidе einzusetzen, die weder entzündliche, leicht entzündliche noch hochentzündliche Stoffe im Sinne des § 3 der Gefahrstoffverordnung (GefStoffV) sind und nach geltenden EU-Richtlinien keine Gefahrstoffe sind. Nebelflüssigkeiten dürfen nur in Originalgebinden des Herstellers gelagert werden.

Im Betrieb ist darauf zu achten, dass kein Hitzestau entsteht und das Gehäuse die Wärme ungehindert abgeben kann. Zur Vermeidung einer Brandgefährdung durch Überhitzung nach einer Fehlfunktion müssen nicht im Gebrauch befindliche Nebelgeräte spannungsfrei geschaltet werden.

Der Einsatz von Laseranlagen ist

ebenfalls anmeldepflichtig, s. 5.10.3.

4.4.1.8 Aschenbehälter, Aschenbecher

Sofern für den Stand oder Teile desselben kein ausdrückliches Rauchverbot angeordnet ist, muss für die Bereitstellung einer ausreichenden Zahl von Aschenbechern oder Aschenbehältern aus nicht-brennbarem Material und für deren regelmäßige Entleerung Sorge getragen werden.

4.4.1.9 Abfall-, Wertstoff-, Reststoffbehälter

In den Ständen dürfen keine Behälter für Abfall, Wertstoffe oder Reststoffe aus brennbaren Materialien aufgestellt werden. Die Behälter in den Ständen sind regelmäßig, spätestens jeden Abend nach Messeschluss, in die Wertstoff- oder Reststoffstationen an den Hallenausgängen zu entleeren. Fallen größere Mengen brennbarer Abfälle an, sind diese mehrmals am Tage zu entsorgen. Abfallbeutel können nach dem täglichen Veranstaltungsende in den Gang gestellt werden. Dort werden sie abgeholt.

4.4.1.10 Spritzpistolen, Nitrolacke, Reinigungsmittel, Lösungsmittel

Der Gebrauch von Spritzpistolen ist in allen Messehallen verboten. Die Verwendung von lösungsmittelhaltigen Stoffen und Farben ist ebenfalls untersagt.

Die Verwendung brennbarer Flüssigkeiten sowie giftige Dämpfe freisetzende Bau- und Arbeitsmaterialien ist unzulässig.

4.4.1.11 Feuergefährliche Arbeiten

Alle feuergefährlichen Arbeiten, wie z.B. Schweißen, Schneiden, Löten, Trennen und Schleifen müssen vor Arbeitsbeginn bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, angezeigt werden. Die Arbeiten dürfen erst nach Freigabe und Vorliegen des Erlaubnisscheins begonnen werden.

Bei den Arbeiten ist die Umgebung gegen Gefahren ausreichend abzusichern.

Geeignete Löschmittel sind in unmittelbarer Nähe einsatzbereit zu halten.

4.4.1.12 Leergut/Lagerung von Materialien

Die Lagerung von Leergut, brennbarer Materialien jeglicher Art (z. B. Verpackungen und Packmittel) auf den Ständen und außerhalb des Standes in der Halle ist verboten.

Anfallendes Leergut ist unverzüglich zu entfernen. Es kann durch den Logistikservice der Messe Frankfurt eingelagert werden:

Logistikservices

Cargo Center Messe Frankfurt

Ludwig-Erhard-Anlage 1

60327 Frankfurt am Main

Tel +49 69 75 75-60 75

Fax + 49 69 75 75-9 60 75

logistics@messefrankfurt.com

Die Messe Frankfurt ist berechtigt, falls der Aussteller einer Aufforderung zur Beseitigung widerrechtlicher Lagerung, bzw. der Aufforderung zur unverzüglichen Entfernung anfallenden Leerguts nicht nachkommt, die Entfernung auf Kosten und Gefahr des Ausstellers zu veranlassen.

4.5 Ausgänge, Rettungswege, Türen

4.4.1.13 Feuerlöscher

Jeder Stand muss mit mindestens einem Feuerlöscher ausgestattet sein. Siehe auch Punkt 4.4.1

4.4.1.14 Wasserspiele/-becken

Beim Einsatz von Wasser in Wasserbecken, Brunnen oder in Wasserwand- und Luftbefeuchtungs- sowie in sonstigen Sprühsystemen, die am Stand eingesetzt werden, ist der hygienisch einwandfreie Zustand jederzeit zu gewährleisten. Auf Verlangen der Messe Frankfurt ist darüber ein Nachweis zu erbringen.

4.4.2 Standüberdachung

Um den Sprinklerschutz nicht zu beeinträchtigen, müssen in gesprinklerten Hallen Stände nach oben hin grundsätzlich offen sein. Decken sind als offen zu betrachten, wenn nicht mehr als 50 % der Fläche bezogen auf den einzelnen m² geschlossen sind. Sprinklertaugliche Decken mit einer Maschenweite von mindestens 2 x 4 mm bzw. 3 x 3 mm sind zugelassen (kein Smoke Out). Die Gewebeplane ist horizontal und ausschließlich einlagig zu verspannen. Ein Durchhängen der Gewebeplane ist zu vermeiden. Bis zu 30 m² zusammenhängende Deckenfläche pro Stand, jedoch nicht mehr als 50 % der Standfläche, dürfen ohne weitere Maßnahmen geschlossen ausgeführt werden. Um durch Addition mehrerer Deckenfelder die maximale Größe der Fläche von 30 m² nicht zu überschreiten, ist zu den Standgrenzen hin ein Abstand von mindestens 1,50 m einzuhalten. Falls es bei einer Unterschrei-

tung des Abstandes -auch standübergreifend- zu einer größeren Deckenfläche kommen sollte, trägt der Verursacher die Kosten für die notwendigen Kompensationsmaßnahmen gem. Tabelle 1 oder 2, auch für den betroffenen Nachbarstand. Auch mehrere bis zu 30 m² große Deckenfelder innerhalb eines Messestands sind möglich, sofern ein Mindestabstand von 3.00 m zwischen den Deckenfeldern eingehalten wird. Kommt es durch Aneinanderreihen von Deckenfeldern (auch standübergreifend) zur Überschreitung der Fläche von 30 m², sind entsprechende Kompensationsmaßnahmen erforderlich (siehe Punkt 4.4.1, Tabelle 1 „Brandschutzanforderungen für eingeschossige Messestände mit geschlossenen Erdgeschossdecken und zweigeschossige Messestände mit offenen Obergeschossdecken“). Geschlossene Decken in Foyers sind grundsätzlich nicht gestattet. Geschlossene Decken größer als 30 m² sind freigabepflichtig. Die Pläne zur Freigabe sind bis sechs Wochen vor Aufbaubeginn bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, einzureichen. Die Installation der entsprechenden Einrichtungen (Wandhydrant, Brandmeldeanlage, optisch-akustischer Alarm, maschinelle Rauchableitung, Sprinklerung) erfolgt durch Vertragsfirmen der Messe Frankfurt und ist kostenpflichtig. Schallhemmende Kabinen sind ab einer Größe von 30 m² mit einer Brandmeldeanlage auszustatten und müssen zusätzlich – unabhän-

gig von ihrer Größe – entweder eine Sichtverbindung nach außen haben oder mit einer optischen Signalanlage in Verbindung mit einem Alarm-Taster oder mit einem Notaus-Taster außerhalb der Kabine ausgestattet sein.

Alle Anforderungen in Verbindung mit dem Einbau geschlossener Decken sind unter Punkt 4.4.1 in den Tabellen 1 und 2 zu finden.

4.4.3 Glas und Acrylglas

Es darf nur für den Einsatzzweck geeignetes Glas verwendet werden. Für Konstruktionen aus Glas darf nur Sicherheitsglas eingesetzt werden. Bitte fordern Sie unser „Merkblatt Glas und Acrylglas im Standbau innerhalb der Messehallen“ an.

Kanten von Glasscheiben müssen so bearbeitet oder geschützt sein, dass eine Verletzungsgefahr auszuschließen ist. Ganzglasbauteile sind in Augenhöhe zu markieren.

4.4.4 Gefangene Räume/Aufenthaltsräume

Die Anordnung gefangener Räume (Aufenthaltsräume, die ausschließlich über andere genutzte Räume verlassen werden können) ist nur unter folgenden Bedingungen gestattet:

- In den davorliegenden Räumen muß ein geeignet breiter Rettungsweg vorhanden sein (Bemessung nach H-VStättR, mindestens jedoch 90 cm), der zu keiner Zeit verstellt oder unbrauchbar gemacht werden darf.
- Sofern keine Sichtverbindung zur Ausstellungshalle besteht, wird die Installation einer optischen

4.5 Ausgänge, Rettungswege, Türen

und akustischen Warnanlage erforderlich, um eine jederzeitige Alarmierung zu gewährleisten. Die Installation erfolgt ausschließlich durch Vertragsfirmen der Messe Frankfurt und ist kostenpflichtig.

4.5.1 Ausgänge, Rettungswege

Die Entfernung von jeder Stelle auf einer Ausstellungsfläche bis zu einem Hallengang darf nicht mehr als 20 m Lauflinie betragen.

Für Aufenthalts- und Arbeitsräume, die für weniger als 100 Besucher bestimmt sind, sowie Ausstellungsflächen bis 100 m² genügt ein Aus-

gang mit mindestens 0,90 m Breite. Ab einer Fläche von 100 m² und/oder mehr als 100 Besuchern sind zwei möglichst weit auseinander und entgegengesetzt liegende Ausgänge erforderlich. Die jeweilige Breite der Ausgänge und Rettungswege ist abhängig von der Personenzahl (siehe hierzu auch Punkt 4.4.1):

- weniger als 200 Personen: mindestens 0,90 m,
- mehr als 200 Personen: mindestens 1,20 m.

Staffelungen sind nur in 0,60 m Schritten pro 100 Personen zulässig. Die Kennzeichnung der Rettungs-

wege muss entsprechend den Unfallverhütungsvorschriften und der ASR A 1.3 „Sicherheits- und Gesundheitsschutzkennzeichnung“ erfolgen

4.5.2 Türen

Die Verwendung von Pendeltüren, Vorhängen, Drehtüren, Codiertüren, Schiebetüren sowie sonstigen Zugangssperren in Rettungswegen ist nicht zulässig. Türen in Rettungswegen müssen in Fluchrichtung aufschlagen, von innen leicht in voller Breite geöffnet werden können und dürfen nicht in den Hallengang aufschlagen.

4.6 Podeste, Leitern, Treppen, Stege

Allgemein begehbare Flächen, die unmittelbar an mehr als 0,20 m tiefer liegende Flächen angrenzen, sind mit Brüstungen zu umwehren, soweit sie nicht durch Stufengänge oder Rampen mit der tiefer liegenden Fläche verbunden sind. Rampen in Flucht- und Rettungswegen dürfen max. eine Steigung von 6% haben. Die Brüstung muss mindestens 1,10 m hoch sein. Umwehungen und Geländer von Flächen, auf denen mit der Anwesenheit von Kleinkindern zu rechnen ist, sind so zu gestalten, dass ein Überklettern erschwert wird. Der Abstand der Geländerteile darf in einer Richtung nicht mehr als 0,12 m betragen. Die Handläufe sind fest, griffsicher und ohne freie Enden auszuführen. Für das Podest ist ein prüffähiger, statischer Nachweis zu erbringen; für die Prüfung und Abnahme dieser Sonderkonstruktion entstehen Kos-

ten, die an den Aussteller/ Messebauer weiterberechnet werden. Die Bodenbelastung muss je nach Nutzung gemäß DIN EN 1991-1-1/NA:2010-12 Tabelle 6.1 DE [Kat. C1], mindestens für 3,0 kN/m² ausgelegt sein. Für Brüstungen und Geländer ist nach DIN EN 1991-1-1/NA:2010-12 Tabelle 6.12 DE eine horizontale Nutzlast [bei Flächen der Kat. C1 - C4] von $q_k = 1,0 \text{ kN/m}$ in Holmhöhe anzusetzen. Einstufig begehbare Podeste dürfen höchstens 0,20 m hoch sein. Die Unterkonstruktion des Podestfußbodens muss entsprechend DIN 4102 mindestens class B/C s1 d0, d.h. schwerentflammbar sein und dürfen weder brennend abtropfen noch toxische Gase entwickeln. Unter Podesten und Podien darf kein Lager entstehen. Sie sind brandlastfrei auszuführen. Hohl-

raumbereiche von Podesten, deren Höhe geringer als 0,20 m ist, können vom Überwachungsschutz der automatischen Brandmeldeanlage ausgenommen werden. Hohlraumbereiche von Podesten mit automatisch betriebenen Drehscheiben oder mit Massierungen von Kabelbrandlasten sind, sofern sie eine Höhe von mehr als 0,20 m aufweisen, mittels automatischer Brandmelder innerhalb des Hohlraumbereichs zu überwachen. Grenzen Podeste mit elektrisch betriebenen Drehscheiben an andere Hohlräume an, sind diese baulich abzutrennen, um eine Rauchverschleppung in angrenzende Bereiche zu verhindern. Leitern, Treppen und Stege müssen den geltenden Unfallverhütungsvorschriften entsprechen. Alle Treppenanlagen sind nach DIN 18065 auszuführen. Die Entfernung von jeder Stelle im Stand bis zu

4.6 Podeste, Leitern, Treppen, Stege

einem Hallengang darf nicht mehr als 20 m Lauflinie betragen.

Die Anzahl und lichte Breite der Treppen ergibt sich aus der Fläche des Obergeschosses und der Personenzahl im Obergeschoss (siehe hierzu auch Punkt 4.4.1):

- Bis 100 m² Obergeschossfläche, weniger als 200 Personen: 1 Treppe, Mindestbreite 0,90 m
- Ab 100 m² bis 200 m² Obergeschossfläche, weniger als 200 Personen: 2 Treppen: Mindestbreite je

0,90 m, entgegengesetzt angeordnet

- Ab 100 m² bis 200 m² Obergeschossfläche, mehr als 200 Personen: 2 Treppen: Mindestbreite je 1,20 m, entgegengesetzt angeordnet
- Ab 200 m² Obergeschossfläche: 2 Treppen: Mindestbreite je 1,20 m, entgegengesetzt angeordnet
- Zusätzlich je weitere 100 Personen: jeweils +0,60 m lichte Treppenbreite.

Wendel- bzw. Spindeltreppen sind als zusätzliche Treppe zugelassen. Bewegte Bauteile, wie Rolltreppen oder Drehbühnen (Sonderkonstruktionen) bedürfen der vorherigen Freigabe der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement.

Treppen mit einer Breite von 1,20 m müssen auf beiden Seiten mit Handläufen ausgerüstet sein. Treppen mit einer Breite von mehr als 2,40 m benötigen Zwischenhandläufe.

4.7 Standgestaltung

4.7.1 Erscheinungsbild

Für die Gestaltung des Standes ist der Aussteller zuständig. Hierbei sind die typischen Ausstellungskriterien der Veranstaltung zu berücksichtigen.

Zu allen Ganggrenzen hin ist der Standbau möglichst transparent zu gestalten. Wünschenswert ist dabei eine zu 70% offen gestaltete Front. Lange, geschlossene Standkonstruktionen sind an den Ganggrenzen nicht zulässig. Diese sind durch den Einbau von Vitrinen, Nischen, Displays u. ä. aufzulockern. Standrückseiten, die an Nachbarstände grenzen, sind ab einer Höhe von 2,50 m glatt und weiss zu gestalten oder mindestens 1,00 m von der Grenze zum Nachbarstand einzurücken, um den Nachbarstand in dessen Gestaltung nicht zu beeinträchtigen.

Sofern Messebesucher auf Standdecken sehen können, sind diese in die Gestaltung einzubeziehen (Forum 0, Halle 3.0, Galleria 0, Halle 5.0 West und Ost, Halle 6.0 Ost).

4.7.2 Prüfung der Mietfläche

Die Mietfläche wird von der Messe Frankfurt gekennzeichnet.

Jeder Aussteller ist verpflichtet, sich nach der Standzuteilung über Lage und Maß etwaiger Einbauten, insbesondere Hallenstützen, Feuermelder, Verlauf der Versorgungskanäle, Lüftungssysteme sowie Bodenunebenheiten usw., vor Ort selbst zu informieren und gegebenenfalls den Standbauer zu unterrichten. Die Messe Frankfurt übernimmt keine Gewähr für die Richtigkeit von Maßen auf Hallen- und Standplänen.

Die Standfläche ist unbedingt einzuhalten, auch Beleuchtungskörper und Schilder dürfen nicht über die Standgrenzen hinausragen.

4.7.3 Eingriffe in die Bausubstanz

Hallenteile und technische Einrichtungen dürfen nicht beschädigt, verschmutzt oder auf andere Art verändert werden (z.B. Bohren, Nageln, Schrauben). Auch das Streichen, Tapezieren und Bekleben ist nicht gestattet.

Hallenteile und technische Einrichtungen dürfen weder durch Standaufbauten noch durch Exponate statisch belastet werden. Hallenstützen können aber innerhalb der Standfläche ohne Beschädigung derselben im Rahmen der zulässigen Bauhöhe umbaut werden.

Installationen an den Hallenstützen, Wänden und technischen Einrichtungen müssen frei zugänglich sein. Gegebenenfalls sind entsprechende Revisionsöffnungen bauseitig vorzusehen.

4.7.4 Hallenfußböden

Teppiche und andere Fußbodenbeläge sind unfallsicher zu verlegen und dürfen nicht über die Standgrenzen hinausragen.

Zum Fixieren darf nur PE- oder PP-Klebeband verwendet werden, das rückstandsfrei zu entfernen ist.

Alle eingesetzten Materialien müssen von dem Aussteller rückstandsfrei entfernt werden. Substanzen wie Öl, Fette, Farben und ähnliches müssen sofort vom Fußboden entfernt werden.

4.7 Standgestaltung

Der Hallenfußboden darf weder gestrichen noch beklebt werden. Die technische Standversorgung, Leitungsverlegung, Revisionsöffnungen usw. dürfen nicht behindert werden.

Verankerungen und Befestigungen sind nicht gestattet.

Teppiche und andere Fußbodenbeläge in den Ausstellungsbereichen müssen nach DIN 4102 B1 bzw. entsprechend EN 13501-1 Klasse C mindestens schwerentflammbar sein. Ein Prüfzeugnis (Zertifikat) über die Baustoffklasse des eingesetzten Materials ist am Messestand bereitzuhalten.

4.7.5 Abhängungen/Kettenzüge/Anschlagen von Traversen/Verbindungsmittel

Abhängungen sind nur an den dafür vorgesehenen technischen Einrichtungen möglich.

Alle Abhängungen sind genehmigungspflichtig und nach der jeweils gültigen DGUV-17/18 auszuführen. Dies gilt auch für Abhängungen von Pre-Riggs und Ground-Support. Klappkarabiner, auch als Safety für Leuchten, sind nicht gestattet. Die verwendeten Seile oder Anschlagketten müssen ebenfalls der DGUV-17/18 entsprechen und sind für die eingebrachte Last entsprechend zu dimensionieren. Die Monteure müssen über einen entsprechenden Nachweis nach der DGUV-17/18 „Sachkundiger für Anschlagmittel“ verfügen.

Die Durchführung von Abhängungen von der Hallendecke sind ausschließlich über die Messe Frankfurt und deren Vertragsfirmen möglich. Den Bestellungen mit

Formblatt ist eine Grundrisssskizze beizufügen, aus der die Hängelasten und die gewünschten Platzierungen der Hängepunkte ersichtlich sind. Bei komplexen Systemen (mehr als einsträngige Konstruktionen) muss ein Lastenplan zusammen mit der Bestellung eingereicht werden, der neben der Gesamtlast auch alle Einzel- u. Streckenlasten abbildet (sog. Lastenplan). Ggf. ist auch eine separate statische Berechnung erforderlich und kann von der Messe Frankfurt auf Verlangen angefordert werden. Die Messe Frankfurt behält sich darüber hinaus vor, die eingebrachten Lasten sowie die verwendeten Konstruktionen durch einen Statiker prüfen zu lassen. Diese Prüfung ist kostenpflichtig und wird dem Besteller/Aussteller in Rechnung gestellt. Die maximalen Bauhöhen gelten auch für die Höhe des Traversensystems und sind entsprechend zu beachten. Bitte beachten Sie auch unbedingt Punkt 5.3.6 „Potentialausgleich (Ständerung) an Metallkonstruktionen“ bei ihren Planungen.

4.7.5.1 Elektrokettenzüge

Elektrokettenzüge dürfen nur in Hallen mit Schwerlastabhängungen verwendet werden. Die Nutzung von Elektrokettenzügen in den Hallen mit 50 kg Punkten (Halfenschienen) ist nicht gestattet. Die Verwendung dieser Motoren ist an die Anforderungen für Elektrokettenzüge in der Veranstaltungstechnik (Igvw SQ P2) gebunden. Download über: <http://www.igvw.org/igvwsqp2web.pdf>
Das Eigengewicht der Elektrokett-

tenzüge ist entsprechend im Lastenplan zu berücksichtigen um eine Überlast der Tragpunkte zu verhindern.

Der Unternehmer hat die Kettenzüge einer jährlichen Prüfung zu unterziehen. Das Prüfsiegel ist sichtbar an den Motoren anzubringen. Die Prüfdokumente sind immer mitzuführen und am Betriebsort bereit zu halten. Diese Prüfung ersetzt nicht die erforderliche Prüfung durch einen Sachverständigen alle 4 Jahre.

4.7.5.2 Handkettenzüge/Anschlagen von Traversen

Handkettenzüge dürfen nur in Verbindung mit min. 8-mm-Seilen und nur in Hallen mit Schwerlastabhängungen verwendet werden. Eine geeignete Endverbindung (z.B. Seilschloss) ist vorzusehen. Sogenannte „Seilhalter“ dürfen nicht für dynamische Lasten mit Kettenzügen eingesetzt werden. Bitte beachten Sie, dass sämtliche Leichtlastpunkte (i.d.R. sind das 50-kg-Punkte) standardmäßig NUR mit 5-6-mm-Seilen übergeben werden! Hierbei ist der Einsatz von Handkettenzügen ausgeschlossen. Eine gewünschte Verwendung von Handkettenzügen muss bei dem Bestellvorgang zwingend mit angegeben werden! Handkettenzüge dürfen nur für „einsträngige“ Konstruktionen verwendet werden. Der Einsatz von Handkettenzügen für komplexe Systeme ist nicht erlaubt.

Der Trag- und Lasthaken des Kettenzuges muss sich in einer lotrechten Geraden über dem Schwerpunkt der Last befinden. Es müs-

4.7 Standgestaltung

sen immer so viele Personen gleichzeitig anheben, wie sich Handkettenzüge im Einsatz befinden! Ein Anheben der Lasten ohne die erforderliche Personenzahl ist untersagt! Dabei ist auf ein gleichmäßiges Anheben/Hochziehen zu achten.

Es ist ebenfalls darauf zu achten, dass sich während des Hebevorgangs keine Personen unter der Last aufhalten.

Das Eigengewicht der Handkettenzüge ist entsprechend im Lastenplan zu berücksichtigen um eine Überlast der Tragpunkte zu verhindern.

Alle Handkettenzüge als auch Hebebänder (Polyesterrundschlingen) sind immer zusätzlich mit einem Stahlseil oder einer zugelassenen Kette zu sichern (sog. Safeties).

4.7.5.3 Verbindungsmittel

Der Einsatz von Kunststoff-Kabelbindern zur Befestigung statisch beanspruchter Teile ist nicht gestattet. Als Verbindungsmittel als auch zur Sicherung (Safeties) dürfen nur zugelassene Verbindungsmittel (u.a. hochfeste Schäkkel, Schraubkarabiner) verwendet werden. Statisch notwendige Befestigungen dürfen nur mit dafür zugelassenen Befestigungsmitteln ausgeführt werden (z.B. sind Kabelbinder aus Kunststoff nicht zulässig!).

4.7.6 Standbegrenzungswände

Von der Messe Frankfurt werden im Allgemeinen einheitliche Standtrennwände in der Höhe von 2,50 m

mit Stellfüßen bis zu 0,12 m Länge aufgestellt.

Einseitig offene Stände erhalten eine Rückwand und zwei Seitenwände.

Zweiseitig offene Stände erhalten eine Rück- und eine rechte oder linke Seitenwand bzw. nur zwei Seitenwände. Dreiseitig offene Stände werden nur mit einer Rückwand versehen.

Vierseitig offene Stände erhalten keine Trennwände. Die Flächen dieser Stände werden auf dem Hallenboden abgegrenzt. Bei ein- und zweiseitig offenen Ständen sind jeweils 5 cm von der bestätigten Standbreite abzuziehen, um das lichte Maß zu erhalten.

Die Trennwände dürfen auf keinen Fall beschädigt werden. Die Messe Frankfurt behält sich vor, dem Aussteller Kosten für eine gegebenenfalls erforderliche Instandsetzung zu berechnen.

Werden bei Beginn des Standaufbaus an den kunststoffbeschichteten Wänden vom Aussteller bzw. dessen Standgestalter Beschädigungen festgestellt, ist dies umgehend dem zuständigen Hallenservice zu melden.

Leichte Gegenstände können mit Dekorationshaken, die beim Hallenservice erhältlich sind, an den Standwänden befestigt werden. Die Haken sind an der Oberkante des Stand-Wand-Systems einzuhängen. Sie sind maximal mit 4 kg belastbar. Pro Wandelement dürfen nicht mehr als zwei Haken angebracht werden.

Das Standwandsystem hat eine

kunststoffbeschichtete Oberfläche, an der nicht genagelt, geschraubt, geklebt und die nicht gestrichen werden darf. In Ausnahmefällen gestattet die Messe Frankfurt Medien und Service GmbH (MFS) auf gesonderten Antrag, dass Wände mit geeignetem Material tapeziert werden, sofern die Kosten für die Zurückführung in den ursprünglichen Zustand vom Aussteller vor Ausführung der Arbeiten erstattet werden. Das Anbringen von Lacktapeten, abwaschbaren Tapeten, Stannioltapeten oder anderen Tapeten, die mit einer Sperrschicht versehen sind, ist nicht gestattet. Das Bekleben des Standwandsystems mit selbstklebenden Bändern und Folien u.ä. ist nicht zulässig.

Auf Wunsch können zusätzliche Trennwände für Besprechungskabinen innerhalb der Stände oder für sonstige Standaufteilungen zu Lasten des Ausstellers aufgestellt werden. Die MFS wird diese Arbeiten durch eine Fachfirma vornehmen lassen. Fairconstruction bietet darüber hinaus dem Aussteller Systemstände in Standardgrößen und -ausstattungen zwischen 9 und 150 m² sowie auf Anfrage individuelle Stände auch für andere Standflächen zur Miete an. Die Bestellung erfolgt über den Fairconstruction Standbaukonfigurator (www.fairconstruction.com).

4.7.7 Werbemittel/Präsentationen

Stand- und Exponatbeschriftung, Firmen und Markenzeichen dürfen die vorgeschriebene maximale

4.7 Standgestaltung

Bauhöhe (siehe Anlage) nicht überschreiten. Werbeträger, Logos etc. sind mindestens 1,00 m von der Grenze zum Nachbarstand einzurücken. Sie sollen ein ansprechendes Bild ergeben. Präsentationen, optische, sich langsam bewegende und akustische Werbemittel sowie musikalische Wiedergaben sind erlaubt, sofern sie den Nachbarn nicht belästigen, nicht zu Stauungen auf den Gängen führen und die messeeigene Ausrufanlage in den Hallen nicht übertönen. Die Lautstärke darf 70 dB(A) an der Standgrenze nicht überschreiten. Die Messe Frankfurt kann bei Verstößen gegen diese Regelung einschreiten und ggf. Stilllegung verlangen. Bei Showveranstaltungen sind die

Berufsgenossenschaftlichen Vorschriften „Veranstaltungs- und Produktionsstätten für szenische Darstellung“ (DGUV-17/18) zu beachten. Shows oder Produktpräsentationen mit Showeinlagen müssen bei der Messe Frankfurt angemeldet werden. Die Verteilung von Drucksachen und der Einsatz von Werbemitteln ist nur auf der eigenen Standfläche zulässig.

4.7.8 Barrierefreies Bauen

Bei der Gestaltung der Stände soll auf Barrierefreiheit geachtet werden. Stände und deren Einrichtungen sollen auch für mobilitätseingeschränkte Personen ohne fremde Hilfe zugänglich und nutzbar sein.

4.7.9 Fundamente, Gruben

Werden Fundamente, Gruben oder andere bauliche Veränderungen vom Aussteller geplant, so sind hierfür der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, bis spätestens sechs Wochen vor Veranstaltungsbeginn maßstabsgerechte Pläne, aus denen auch die Lasten und Größen der Ausstellungsobjekte und Lagerflächen zu ersehen sind, zur Freigabe vorzulegen.

Sämtliche hierdurch und zum einwandfreien Rückbau nach der Veranstaltung entstehenden Kosten hat der Aussteller zu tragen. Aufträge sind ausschließlich an die Messe Frankfurt zu richten.

4.8 Freigelände

Das Freigelände der Messe Frankfurt besteht aus gepflasterten oder asphaltierten Verkehrsflächen. Das Freigelände hat bei Dunkelheit während der veranstaltungsbezogenen Öffnungszeiten eine allgemeine Straßen- und Wegebeleuchtung. Notwendige Versorgungsanschlüsse sind in unregelmäßigen Abständen vorhanden. Die vorangehenden allgemeinen Bestimmungen für den Standaufbau gelten sinngemäß für die Stände im Freigelände.

4.8.1 Standbaufreigabe/Genehmigungspflichtige Standbauten

Für Stände im Freigelände sind der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, bis spätestens sechs Wochen vor Aufbaubeginn vermaßte Grundrisse und Ansichten über den beabsichtigen Standaufbau und die Ausgestaltung der Stände mit den genauen Maßen zur Freigabe vorzulegen. Die Freigabe der Stände im Freigelände ist kostenpflichtig. Eine geprüfte oder prüffähige Statik ist mit einzureichen. Bei nicht geprüfter Statik

wird eine Prüfung durch ein von der Messe Frankfurt beauftragtes Ingenieurbüro erforderlich. Diese Kosten werden dem Aussteller separat vom Ingenieurbüro in Rechnung gestellt.

Soweit die Aufbauten als sogenannte „Fliegende Bauten“ eingestuft werden, muss ein gültiges Prüfbuch vorliegen. Die Aufstellung des „Fliegenden Baus“ ist bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, anzuzeigen. Die Genehmigungsunterlagen/Prüfbuch müssen vor Veranstaltungsbeginn zur

4.8 Freigelände

Abnahme am Stand vorliegen. Die Kosten für die Abnahme des „Fliegenden Baus“ werden dem Aussteller/Standbauer in Rechnung gestellt.

4.8.2 Verankerungen im Boden/ Bodenaufbrüche

Bodenverankerungen wie Erdnägel o.ä. sind nicht gestattet. Werden im Freigelände vom Aussteller Bodenaufbrüche für Fundamente, Gruben, Rohrleitungen, Kabelgraben, Fahnenmaste usw. geplant, so ist hierfür rechtzeitig die Freigabe der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, einzuholen. Diese Arbeiten dürfen nur von durch die Messe Frankfurt Venue beauftragten Unternehmen vorgenommen werden.

4.8.3 Witterungsbedingte Lasten

4.8.3.1 Windlasten

Grundsätzlich sind alle Standbauten im Freigelände für die auftretenden Windbelastungen, gemäß DIN EN 1991-1-4 unter Berücksich-

tigung der standortbezogenen Windzone zu bemessen.

4.8.4 Warnung bei Unwetter

Bei zu erwartenden, markanten Wetterereignissen mit angekündigten

- Windböen > 13 m/s (Windstärke > 6 Bft. - auch in Einzelböen)
- Starke Gewitter in Verbindung mit Windböen, Starkregen oder Hagel
- Starkregen > 20 l/m² in einer Stunde
- Schneefall bis 10 cm in den kommenden 6 Stunden
- Örtl. Glatteis (Blitzes) - Bildung durch kurzfristig überfrierenden Regen, Sprühregen oder Nässe ergeht eine generelle Unwetterwarnung der Messe Frankfurt an alle Aussteller/Kunden mit Standbauten im Freigelände.

Danach sind die Aussteller mit windlastverminderten Standbauanlagen bzw. Fliegenden Bauten unverzüglich aufgefordert, alle Maßnahmen zur Betriebseinstellung vorzunehmen. Die erforderlichen

Maßnahmen sind nach vorliegender Ausführungsgenehmigung oder Festlegungen / Prüfbericht des Statikers vorzunehmen.

Bei mobilen Einrichtungen (wie z.B. kleinen Exponaten, Möbeln, Sonnenschirmen, kleinen Werbeaufstellern etc.) ist vom Aussteller sicherzustellen, dass diese im Falle entsprechender Unwetterwarnung jederzeit kurzfristig zurückgebaut und eingelagert werden. Entsprechende Einlagerungsmöglichkeiten sind am Stand vorzuhalten.

Verantwortliche Person

Zur direkten Unwetter-Alarmierung ist spätestens bis zum Aufbaubeginn eine für alle Veranstaltungsphasen (Aufbau / Laufzeit / Abbau) verantwortliche Person namentlich und mit Mobil-Telefonnummer zu benennen, die sich im Stand- / Veranstaltungsbereich aufhält und die erforderlichen Maßnahmen zur Betriebseinstellung unverzüglich einleiten und durchführen kann.

4.9 Zweigeschossige Bauweise

4.9.1 Bauanfrage

Eine zweigeschossige Bauweise ist nur mit Zustimmung der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, möglich. Die Anfrage ist bis spätestens sechs Wochen vor Aufbaubeginn an die

Messe Frankfurt Venue GmbH
Technisches Veranstaltungsmanagement
Messen
Ludwig-Erhard-Anlage 1
D-60327 Frankfurt am Main
veranstaltungstechnik@messefrankfurt.com
zu stellen.

Die Prüfung der zweigeschossigen Bauweise ist für den Aussteller kostenpflichtig. Diese Prüfkosten enthalten nicht die Kosten einer erforderlichen Brandmeldeanlage oder anderer brandschutztechnischen Maßnahmen, die erforderlich werden können.

4.9 Zweigeschossige Bauweise

4.9.2 Auflagen zur Standflächenüberbauung, Sicherheitsabstände, Höhe der Standinnenräume

Die Messe Frankfurt behält sich vor, nach eigenem Ermessen im Interesse der Gesamtgestaltung der Halle und aus Sicherheitsgründen zweigeschossige Aufbauten abzulehnen.

Die lichte Höhe von Innenräumen muss bei mehrgeschossiger Bauweise mindestens 2,30 m betragen. Die durch das Obergeschoss überbaute Standfläche ist ab einer Obergeschossfläche von 30 m² mit einer automatischen Brandmeldeanlage auszustatten. Ggfs. sind auch andere Maßnahmen erforderlich, genauere Angaben sind unter Punkt 4.4.1 in den Tabellen 1 und 2 zu finden. Die erforderlichen Kompensationsmaßnahmen sind vom Aussteller bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, zu bestellen. Von der Messe Frankfurt werden die entsprechenden Installationen veranlasst und die hierfür entstehenden Kosten dem Aussteller in Rechnung gestellt. Die der Messe Frankfurt überlassene, geprüfte oder prüffähige Baustatik wird zur Überprüfung auf Übereinstimmung mit den vorgelegten Ausführungsplänen an ein von der Messe Frankfurt beauftragtes Ingenieurbüro übergeben. Sollte keine, von einem zweiten, unabhängigen Statiker geprüfte Statik vorliegen, wird das Ingenieurbüro die Prüfung selbst vornehmen und separat an den Aussteller weiterberechnen. Der Statiker wendet sich zu gegebener Zeit bzw. nach

Absprache an den Standbauleiter, um den Standaufbau in statischer Hinsicht zu überprüfen.

4.9.3 Nutzlasten/Lastannahmen

Für die Geschossdecke eines zweigeschossigen Messestandes innerhalb einer Messehalle sind nach DIN EN 1991-1-1/NA:2010-12 Tabelle 6.1DE [Kat. C] als lotrechte Nutzlast anzusetzen:

- Eine eingeschränkte Nutzung durch Fachbesucher oder Standpersonal für Besprechungen und Kundenbetreuung, d.h. Möblierung mit Tischen und Stühlen in freier Anordnung oder in abgeteilten Besprechungsbüros erfordert eine Nutzlast [Kat. C1]: $q_k = 3,0 \text{ kN/m}^2$.
- Eine uneingeschränkte Nutzung als frei zugängliche Ausstellungs- und Versammlungsfläche oder Verkaufsraum, ohne oder mit dichter Bestuhlung erfordert eine Nutzlast [ab Kat. C3]: $q_k = 5,0 \text{ kN/m}^2$.

Die Nutzung ist jeweils deutlich erkennbar in die zur Freigabe eingereichten Pläne einzutragen. Bei dem Standsicherheitsnachweis ist zu berücksichtigen, dass Verankerungen nicht möglich sind. Zur Erzielung einer ausreichenden Längs-Querstabilität bei zweigeschossigen Messeständen oder Tribünen ist in oberster Fußbodenhöhe eine Horizontallast von $H = q_k/20$ (q_k = lotrechte Nutzlast) anzusetzen.

Für Brüstungen und Geländer ist nach DIN EN 1991-1-1/NA:2010-12 Tabelle 6.12DE eine horizontale Nutzlast [bei Flächen der Kat. C1-

C4] von $q_k = 1,0 \text{ kN/m}$ in Holmhöhe anzusetzen.

Es ist nachzuweisen, dass die zulässigen Lasten auf dem Hallenboden z. B. durch Einzelstützen nicht überschritten werden (s. hierzu auch „Technische Daten der Hallen der Messe Frankfurt“). Für mehrgeschossige Aufbauten und Sonderkonstruktionen ist unterhalb der Stützen eine lastverteilende Bodenplatte von mindestens 0,20 m x 0,20 m vorzusehen, bei hohen Lasten entsprechend den statischen Anforderungen. Treppen und Treppenpodeste müssen immer für eine Nutzlast [Kat. T2]: $q_k = 5,0 \text{ kN/m}^2$ ausgelegt werden.

4.9.4 Rettungswege/Treppen

Im Obergeschoss eines zweigeschossigen Ausstellungsstandes darf die Entfernung über die Treppe von jeder zugänglichen Stelle aus zum nächstliegenden Hallengang höchstens 20,00 m Lauflinie betragen.

Alle Treppenanlagen sind nach DIN 18065 auszuführen. Die Anzahl und lichte Breite der Treppen ergibt sich aus der Fläche des Obergeschosses und der Personenzahl im Obergeschoss (siehe hierzu auch Punkt 4.4.1):

- Bis 100 m² Obergeschossfläche, weniger als 200 Personen:
1 Treppe, Mindestbreite 0,90 m
- Ab 100 m² bis 200 m² Obergeschossfläche, weniger als 200 Personen:
2 Treppen: Mindestbreite je 0,90 m, entgegengesetzt angeordnet
- Ab 100 m² bis 200 m² Oberge-

4.9 Zweigeschossige Bauweise

schossfläche, mehr als 200 Personen:

2 Treppen: Mindestbreite je 1,20 m, entgegengesetzt angeordnet

- Ab 200 m² Obergeschossfläche: 2 Treppen: Mindestbreite je 1,20 m, entgegengesetzt angeordnet

- Zuzüglich je weitere 100 Personen: jeweils +0,60 m lichte Treppenbreite.

Wendel- bzw. Spindeltreppen sind als zusätzliche Treppe zugelassen. Bewegte Bauteile, wie Rolltreppen oder Drehbühnen (Sonderkonstruktionen) bedürfen der vorherigen Freigabe der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement.

Treppen mit einer Breite von mehr als 2,40 m benötigen Zwischenhandläufe.

Die Handläufe sind fest, griffsicher und ohne freie Enden auszuführen.

4.9.5 Baumaterialien

Alle Standbau- und Dekorationsmaterialien müssen entsprechend

DIN 4102 mindestens B1 bzw. entsprechend EN 13501-1 mindestens class B/C s1 d0, d.h. schwerentflammbar sein und dürfen weder brennend abtropfen noch toxische Gase entwickeln.

An tragende Konstruktionsteile können im Einzelfall aus Gründen der Sicherheit besondere Anforderungen gestellt werden. Leichtentflammbare, brennend abtropfende oder toxische Gase bildende Materialien wie z.B. Polystyrol-Hartschaum, PVC oder ähnliche, sowie verschiedene Acrylglasprodukte dürfen nicht verwendet werden. Die eingesetzten Materialien dürfen im Brandfall nicht zu einer starken Rauchentwicklung beitragen.

4.9.6 Obergeschoss

Im Obergeschoss sind im Bereich der Brüstungen, falls erforderlich, auf dem Fußboden Abrollsicherungen von mindestens 0,05 m Höhe anzubringen.

Brüstungen sind entsprechend Punkt 4.6 und Punkt 4.9.3 auszuführen.

Das zweite Geschoss muss zu den

Nachbarständen einen Abstand von mindestens 2,5 m haben, oder die an den Nachbarstand angrenzende Seite des Obergeschosses muss mit einer mindestens 2 m hohen Wand geschlossen werden. Die Decke von Obergeschossen ist grundsätzlich offen zu gestalten, damit Feuerlöschanlagen in ihrer Wirksamkeit nicht beeinträchtigt werden. Sollten Decken von Obergeschossen geschlossen ausgeführt werden, gelten die Anforderungen wie in Tabelle 2 unter Punkt 4.4. Brandschutz- und Sicherheitsbestimmungen dargestellt. Sämtliche erforderlichen brandschutztechnischen Maßnahmen sind unter Punkt 4.4.1 Brandschutz zu finden. Zusätzlich zu den bereits im Erdgeschoss vorhandenen Feuerlöschern ist mindestens ein zugelassener und geeigneter Feuerlöscher (entsprechend DIN 14406/EN3) pro Treppenabgang gut sichtbar und griffbereit anzuordnen.

5. Betriebssicherheit, Technische Sicherheitsbestimmungen, Technische Vorschriften, Technische Versorgung

5.1 Allgemeine Vorschriften

Der Aussteller ist für die Betriebssicherheit und die Einhaltung der Arbeitsschutz- und Unfallverhütungsvorschriften auf seinem Stand verantwortlich.

Die Auf- und Abbauarbeiten dürfen nur im Rahmen der arbeits- und gewerberechtlichen Bestimmungen durchgeführt werden.

5.1.1 Schäden

Jede durch Aussteller oder deren Beauftragte verursachte Beschädi-

gung auf dem Messegelände, seinen Gebäuden oder Einrichtungen wird nach Beendigung der Veranstaltung auf Kosten des Ausstellers durch die Messe Frankfurt beseitigt.

5.1.2

Koordination von Arbeiten auf dem Ausstellungsgelände

Müssen gleichzeitig Arbeiten von Beschäftigten unterschiedlicher Unternehmen am Ausstellungs-

stand (insbesondere in der Auf-/Abbauphase) ausgeführt werden, erfolgt bei möglichen gegenseitigen Gefährdungen eine Koordination gemäß Arbeitsschutzgesetz - ArbSchG und der DGUV Vorschrift 1 (Deutsche Gesetzliche Unfallversicherung) durch den Standbauleiter. Dies gilt auch bei Arbeiten von Servicepartnern der Messegesellschaft am Messestand.

5.2 Einsatz von Arbeitsmitteln

Bolzenschuss- und Bolzenschubgeräte können im Einzelfall zugelassen werden. Der Einsatz von Holzbearbeitungsmaschinen ohne Späneabsaugung ist nicht zulässig. Der Einsatz von Kränen, Gabelstaplern und sonstigen Be- und Entladehilfen ist ausschließlich dem Logistikservice der Messe Frankfurt

vorbehalten. Der Einsatz firmeneigener Gabelstapler ist aus Sicherheitsgründen nicht erlaubt. Gabelstapler zum Be- und Entladen können bei Bedarf durch den Logistikservice der Messe Frankfurt entgeltpflichtig zur Verfügung gestellt werden.

Der Einsatz von elektrisch betriebe-

nen Hubwagen zum ebenerdigen Warentransport ist erlaubt.

Elektrisch betriebene Hubwagen sind ausschließlich für Montagearbeiten auf der angemieteten Standfläche und nicht für Be- und Entladungen gestattet.

5.3 Elektroinstallation

5.3.1 Anschlüsse

Jeder Stand, der mit elektrischer Energie versorgt werden soll, erhält einen oder mehrere Anschlüsse, die ausschließlich von den Vertragspartnern der Messe Frankfurt kostenpflichtig durchgeführt werden.

Die Stromversorgung wird aus Sicherheitsgründen am letzten Veranstaltungstag eine Stunde nach Messeschluss eingestellt.

Aus sicherheits- und brandschutztechnischen Gründen sind am

Ende eines jeden Veranstaltungstages beim Verlassen des Standes alle Verbraucher auszuschalten. Ausnahme: Notbeleuchtung und sicherheitstechnische Anlagen, Kühlschrank, Computer und Server, die für die Standtechnik notwendig sind und bei denen ein Neustart mit großem Aufwand verbunden ist.

5.3.2 Standinstallation

Die Elektroinstallation innerhalb des Standes kann durch einen zu-

gelassenen Hallenelektriker ausgeführt werden. Aufträge hierfür erteilt der Aussteller direkt an den Hallenelektriker. Die Ausführung erfolgt durch eine von der Messe Frankfurt zugelassene Elektroinstallationsfirma.

5.3.3 Montage- und Betriebsvorschriften

Die gesamte elektrische Einrichtung ist nach den neuesten Sicherheitsvorschriften des Verbandes der Elektrotechnik (VDE) auszufüh-

5.3 Elektroinstallation

ren. Besonders zu beachten sind VDE 0100, 0100-718, 0128 und die IEC-Norm 60364-7-711. Der Aussteller übernimmt die volle Haftung für Schäden, die durch fehlerhafte Elektroinstallationen an Hallen und Gebäudeteilen der Messe Frankfurt sowie an Messeständen und Exponaten von Mitausstellern entstehen können.

Der Anteil von hoch- oder niederfrequenten, in das Netz abgegebenen Störungen darf die in VDE 0160 und VDE 0838 (EN 50 006) angegebenen Werte nicht überschreiten.

Für Geräte und Exponate mit Frequenzumrichter sind geeignete allstromsensitive Fehlerstromschutz-einrichtungen (RCD) Typ B nach DIN VDE 0664.100 durch den Aussteller zu installieren.

Außerdem dürfen nur Leitungen, wie die Typen NYM, H05VV-F, H05RR-F, mit einem Mindestquerschnitt von 1,5 mm² Cu verwendet werden. Alle verwendeten Leitungs-

typen sind ausschließlich nach Maßgabe der Vorschriften der DIN VDE 0281 und 0282 zu verwenden. Unzulässig sind Flachleitungen jeder Art. In Niederspannungsanlagen sind blanke elektrische Leiter und Klemmen unzulässig.

Die Sekundärleitungen sind gegen Kurzschluss und Überlast zu schützen.

5.3.4 Sicherheitsmaßnahmen

Zum besonderen Schutz sind alle wärmeabgebenden Elektrogeräte (Kochplatten, Scheinwerfer, Transformatoren usw.) auf nicht-brennbaren, wärmebeständigen und nicht wärmeleitenden Unterlagen zu montieren.

Entsprechend der Wärmeentwicklung ist ein ausreichend großer Abstand zu brennbaren Materialien sicherzustellen.

Beleuchtungskörper dürfen nicht an brennbaren Dekorationen o.ä. angebracht werden.

5.3.5 Sicherheitsbeleuchtung

Stände, in denen durch die Besonderheit ihrer Bauweise die vorhandene allgemeine Sicherheitsbeleuchtung nicht wirksam ist, bedürfen einer zusätzlichen eigenen Sicherheitsbeleuchtung, in Anlehnung an VDE 0100-718. Sie ist so anzulegen, dass ein sicheres Zurechtfinden bis zu den allgemeinen Rettungswegen gewährleistet ist.

5.3.6 Potentialausgleich (Stand-erdung) an Metallkonstruktionen

Alle Metallkonstruktionen (z.B. Traversen) mit elektrischen Verbrauchern sind vom Errichter der Anlage mit einem zusätzlichen Potentialausgleich (Kupfer, mindestens 10 mm²) zu versehen (VDE 0100 Teil 711).

Der Übergabepunkt am Hallenboden (Standerdung) kann über den Infrastrukturservice der Messe Frankfurt Venue GmbH bestellt werden.

5.4 Wasser- und Abwasserinstallation

Jeder Stand, der mit Wasser/Abwasser versorgt werden soll, erhält einen oder mehrere Anschlüsse. Bei der Ausführung des Wasseranschlusses wird die Zuflussleitung mit einem ½ Zoll-Rohr und die Abflussleitung mit einem 40 mm Rohr installiert. Die Zu- und Abflussleitungen des Wasseranschlusses werden auf dem kürzesten Weg bis zur Rück- bzw. Seitenwand des Standes über dem Hallenboden verlegt. In den Hallenebenen 4.0,

8.0, 9.0 sowie im Freigelände ist eine Unterflurverlegung möglich. Innerhalb des Standes wird die Leitung über dem Fußboden entlang den Standwänden verlegt. Um dem Aussteller bei Störungen schnell zu helfen, unterhält die Messe Frankfurt während der Veranstaltungstage eine Störungswache, deren Standort bei der Halleninspektion zu erfahren ist. Auch die Anschlüsse innerhalb des Standes dürfen ausschließlich

durch den Vertragsinstallateur der Messe Frankfurt ausgeführt werden. Die Kosten für zusätzliche sanitäre Einrichtungen wie Vermietung von Waschbecken, Spülen usw. sowie die Montage von ausstellereigenen Geräten werden dem Aussteller in Rechnung gestellt.

Beide Vertragsparteien erkennen die Anschluss- und Lieferbedingungen für Wasser als für beide Seiten verbindliche Bestandteile des Vertrages an.

5.4 Wasser- und Abwasserinstallation

Die Wasserversorgung wird am letzten Veranstaltungstag aus Sicherheitsgründen – in der Regel eine Stunde nach Messeschluss – eingestellt.

Alle Installationen innerhalb der Stände müssen der aktuell gültigen Trinkwasserverordnung entsprechen, so dass durch Installation und Betrieb eines Anschlusses eine

nachhaltige Beeinflussung der Trinkwasserqualität ausgeschlossen wird.

5.5 Druckluft- / Gasinstallation

5.5.1 Druckluftinstallation

Jeder Stand, der mit Druckluft versorgt werden soll, erhält einen oder mehrere Anschlüsse. Die Installation dieser Anschlüsse wird durch die Messe Frankfurt veranlasst.
Druck: max. 8 bar (ggf. Druckminderer vorsehen)
Druckluftschlauch mit Kugelhahn:
1/2" bis 1500 l/min
3/4" über 1500 l/min
Druckluftversorgung ab letztem

Aufbautag. Danach jeweils morgens ab 1 Stunde vor Veranstaltungsbeginn bis 30 Minuten nach Veranstaltungsende.

5.5.2 Gasinstallation

Jeder Stand, der mit Gas/Erdgas versorgt werden kann, erhält einen oder mehrere Anschlüsse. Die DVGW-Installationsvorschriften für den Anschluss von Geräten sind verbindlich. Abgase von Großgeräten

müssen ins Freie geführt werden. Die Installation der Anschlüsse wird von der Messe Frankfurt veranlasst.
Zugänge zu den Absperrschiebern installierter Gasanlagen sind am Stand gemäß ASR A 1.3 („Sicherheits- und Gesundheitsschutzkennzeichnung“) deutlich zu kennzeichnen.

5.6 Maschinen-, Druckbehälter-, Abgasanlagen

5.6.1 Maschinengeräusche

Der Betrieb lärmverursachender Maschinen und Geräte soll im Interesse aller Aussteller und Besucher möglichst eingeschränkt bleiben. Die Geräusche an der Standgrenze dürfen 70 dB(A) nicht überschreiten.

5.6.2 Produktsicherheit

Der Aussteller technischer Arbeitsmittel ist im Sinne des Produktsicherheitsgesetzes verpflichtet, sich nach dem Produktsicherheitsgesetz (ProdSG) sowie den jeweiligen harmonisierten Vorschriften der EU zu richten. Benutzer oder Dritte müs-

sen bei bestimmungsgemäßer Verwendung gegen Gefahren an Leben und Gesundheit geschützt werden. In keinem Fall dürfen Maschinen und Geräte ohne die dazugehörigen Schutzeinrichtungen vorgeführt werden. Sollten technische Arbeitsmittel in Funktion gezeigt werden, können Geräteteile oder Schutzeinrichtungen auch aus durchsichtigem Werkstoff bestehen, sofern damit die gleiche Sicherheit gewährleistet ist. Ausgestellte technische Arbeitsmittel können während der Dauer der Veranstaltung durch eine Kommis-

sion einer Sichtprüfung unterzogen werden. Wird dabei festgestellt, dass das technische Arbeitsmittel nicht den Anforderungen des Produktsicherheitsgesetzes entspricht, kann die zuständige Abteilung Arbeitsschutz und Sicherheitstechnik des Regierungspräsidiums Darmstadt u.a. ein Bußgeld verhängen oder das Ausstellen mit sofortiger Wirkung untersagen, selbst wenn dieses bereits für die Ausstellung aufgestellt ist. Bei bestimmten Maschinen und Geräten (technische Arbeitsmittel) ist eine CE-Kennzeichnung als sichtbares

5.6 Maschinen-, Druckbehälter-, Abgasanlagen

Zeichen für die Einhaltung o.g. Vorschriften anzubringen. Zur Überprüfung, ob die einschlägigen Vorschriften bei der CE-Kennzeichnung eingehalten wurden, sind vom Aussteller am Ausstellungsstand in deutscher Sprache sowohl die EU-Konformitätserklärung bzw. Herstellererklärung als auch die Betriebsanleitung bereitzuhalten. Nach § 3 Abs 5 ProdSG ist es zulässig, dass bei Messen, Ausstellungen, Vorführungen und dergleichen den geltenden Gemeinschaftsbestimmungen nicht entsprechende technische Arbeitsmittel ausgestellt werden, sofern der Aussteller deutlich darauf hinweist, dass sie nicht den Anforderungen entsprechen und erst erworben werden können, wenn der Hersteller oder sein in der Gemeinschaft niedergelassener Bevollmächtigter die Übereinstimmung mit den Anforderungen hergestellt hat. Bei einer Vorführung sind die erforderlichen Vorkehrungen zum Schutz von Personen zu treffen. Die Messe Frankfurt GmbH ist berechtigt, jederzeit das Vorführen und Ausstellen von technischen Arbeitsmitteln zu untersagen, wenn nach ihrer Ansicht dabei Gefährdungen oder Belästigungen zu befürchten sind. Unberührt hiervon bleibt das Recht des Regierungspräsidiums Darmstadt, Abteilung Arbeitsschutz und Umwelt Frankfurt a.M., Untersagungsverfügungen zu erlassen.

5.6.2.1 Schutzvorrichtungen

Maschinen- und Apparateile dürfen nur mit allen Schutzvorrichtungen

in Betrieb genommen werden. Statt der normalen Schutzabdeckungen dürfen sichere transparente Abdeckungen verwendet werden. Werden Geräte nicht in Betrieb genommen, können die Schutzvorrichtungen abgenommen werden, um dem Besucher die Bauart und Ausführung der abgedeckten Teile erkennbar zu machen. Die Schutzvorrichtungen müssen dann neben der Maschine sichtbar aufgestellt bleiben.

5.6.2.2 Prüfverfahren

Die ausgestellten technischen Arbeitsmittel werden hinsichtlich ihrer unfallschutz- und sicherheitstechnischen Ausführung von der zuständigen Aufsichtsbehörde (Regierungspräsidium Darmstadt, Abteilung Arbeitsschutz und Umwelt, Frankfurt) gegebenenfalls gemeinsam mit den zuständigen berufsgenossenschaftlichen Fachausschüssen besichtigt und auf die Einhaltung der Sicherheitsanforderungen hin überprüft.

Zur Überprüfung der CE-Kennzeichnung durch das Amt ist es geboten, die EG-Konformitätserklärung auf dem Messestand zur Einsichtnahme bereitzuhalten.

In Zweifelsfällen sollen sich Aussteller frühzeitig vor Messebeginn mit dem zuständigen Amt in Verbindung setzen.

5.6.2.3 Betriebsverbot

Darüber hinaus ist die Messe Frankfurt berechtigt, jederzeit den Betrieb von Maschinen, Apparaten und Geräten zu untersagen, wenn nach ihrer Ansicht durch den

Betrieb Gefahren für Personen und Sachen zu befürchten sind.

5.6.3 Druckbehälter

5.6.3.1 Abnahmebescheinigung

Druckbehälter dürfen auf dem Stand nur betrieben werden, wenn die gemäß Betriebssicherheitsverordnung (BetrSichV) in der jeweils gültigen Fassung geforderten Prüfungen durchgeführt wurden. Die darüber ausgestellten Prüfnachweise sind am Ausstellungsort beim Druckbehälter aufzubewahren und auf Verlangen der zuständigen Aufsichtsbehörde vorzulegen.

Auskünfte zu den entsprechenden Vorschriften erteilt das Regierungspräsidium Darmstadt Abt. Arbeitsschutz und Umwelt Gutleutstraße 138 60327 Frankfurt am Main
Tel. +49 69 2714-0
Fax +49 69 2714-5951

5.6.3.2 Prüfung

Ergänzend zur Vorlage einer Bescheinigung über die Bau- und Wasserdruckprüfung (EG-Konformitätserklärung sowie notwendige Unterlagen in deutscher oder englischer Sprache) muss eine Abnahme vor Ort erfolgen.

Bei Anmeldung bis sechs Wochen vor Messebeginn können prüfpflichtige Druckbehälter bis einen Tag vor Messeeröffnung auf dem Messestand der Abnahmeprüfung durch den TÜV unterzogen werden. Eine für den Druckbehälter verantwortliche Person muss am Messestand anwesend sein.

Anfragen sind an die Messe Frank-

5.6 Maschinen-, Druckbehälter-, Abgasanlagen

furt zu richten.

5.6.3.3 Mietgeräte

Da die Beurteilung ausländischer Druckbehälter während der relativ kurzen Messeaufbauzeit nicht durchgeführt werden kann, ist der Benutzung von geprüften Mietbehältern der Vorzug zu geben. Mietbehälter sind gebührenpflichtig.

5.6.3.4 Überwachung

Die erforderlichen Abnahmebescheinigungen sind während der Veranstaltung für das Aufsichtsamt bereitzuhalten. Auskünfte erteilt das Regierungspräsidium Darmstadt, Abteilung Arbeitsschutz und Umwelt, Frankfurt am Main, als die

zuständige Aufsichtsbehörde.

5.6.4 Abgase und Dämpfe

Von Exponaten und Geräten abgegebene brennbare, gesundheits-schädliche oder die Allgemeinheit belästigende Dämpfe und Gase dürfen nicht in die Hallen eingeleitet werden. Sie müssen über entsprechende Rohrleitungen nach Vorgaben des Bundesimmissionsschutzgesetzes in der jeweils gültigen Fassung ins Freie abgeführt werden.

5.6.5 Abgasanlagen

Zur Ableitung brennbarer, gesundheitsgefährdender oder die Allgemeinheit belästigender Dämpfe und Gase ist die Montage einer

Abgasleitung in Verbindung mit einer Abgasöffnung notwendig.

Die Abzüge werden ausschließlich von der Messe Frankfurt mit eigenem Material, soweit technisch möglich, bis ins Freie montiert.

Die Anschlüsse an den Exponaten sind von dem Aussteller herzustellen. Dem formlosen Antrag ist eine Grundrisskizze beizufügen, aus der die gewünschte Platzierung der Anschlüsse ersichtlich ist.

Dem Antragsteller wird ein Kostenvoranschlag übersendet. Die Arbeiten werden erst nach Anerkennung des Kostenvoranschlags und nach Auftragserteilung ausgeführt.

5.7 Verwendung von Druckgasen, Flüssiggasen und brennbaren Flüssigkeiten

5.7.1 Druck- und Flüssiggasanlagen

Die Lagerung und Verwendung von Druck- und Flüssiggas in den Messehallen und auf dem Gelände ohne schriftliche Freigabe der Messe Frankfurt ist verboten.

5.7.1.1 Freigabe für Druckgasflaschen

Bei Verwendung von Flüssiggas oder anderer brennbarer Gase in Druckgasflaschen für die Präsentationen von Exponaten muss eine Freigabe bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, schriftlich und rechtzeitig eingeholt werden.

Entsprechend den einschlägigen Unfallverhütungsvorschriften sind Druckgasflaschen gegen Stoß, Umfallen, Zugriff Unbefugter sowie vor Erwärmung zu schützen. Die TRGS 800 ist zu beachten und eine Kennzeichnung nach DIN EN 1089 (farbliche Kennzeichnung) ist erforderlich. Das Vorhalten von Druckgasflaschen oder -tanks in der Messehalle ist auf den Tagesbedarf zu beschränken.

5.7.1.2 Verwendung von Flüssiggas

Die Verwendung von Flüssiggas ist innerhalb der Ausstellungshallen grundsätzlich nicht gestattet. In

genehmigten Ausnahmefällen (zur Erzielung des Ausstellungszwecks) darf nur eine Druckgasflasche bis zu 11 kg Inhalt je Ausstellungsstand aufgestellt werden. Leere Flaschen dürfen nicht am Stand und in der Halle aufbewahrt oder gelagert werden.

Für bestimmte Einzelfälle wird eine Gaswarnanlage gefordert. Der Flaschenwechsel innerhalb der Halle ist mit der Messe Frankfurt, Technisches Veranstaltungsmanagement, abzustimmen. Die Dichtheit ist durch den Aussteller vor Inbetriebnahme zu prüfen.

5.7 Verwendung von Druckgasen, Flüssiggasen und brennbaren Flüssigkeiten

5.7.1.3 Einrichtung und Unterhaltung

Für die Einrichtung und Unterhaltung von Flüssiggasanlagen sind die „Technischen Regeln Flüssiggas“ DVFG-TRF 2012 (Herausgeber: DVGW Deutscher Verein des Gas- und Wasserfaches e.V. und DVFG Deutscher Verband Flüssiggase e.V.) sowie die DGUV Vorschrift 80 „Verwendung von Flüssiggas“ zu beachten. Beachte 5.7.1.1. Mit dem Antrag auf Genehmigung muss der Betreiber der Anlage ein Explosionsschutzdokument gemäß den § 3 und § 5 der Betriebsicherheitsverordnung erstellen und vorlegen. Die Gesamtanlage ist gemäß DGUV-Grundsatz 310-005 durch einen Sachkundigen (befähigte Person) zu prüfen.

5.7.2 Brennbare Flüssigkeiten

5.7.2.1 Auflagen zum Betrieb

Anlagen, die mit brennbaren Flüssigkeiten betrieben oder durchgeführt werden, sind an den Einfüllstutzen sowie an den Stellen, an denen Flüssigkeiten austreten können, mit nicht brennbaren Auffangbehältern zu versehen. Ausgelaufene brennbare Flüssigkeiten sind wegen der möglichen Brand- oder Explosionsgefahr sofort aus den Behältern zu entfernen und gefahrlos zu beseitigen.

5.7.2.2 Einfüllen der Flüssigkeiten

Da beim Einfüllen der Flüssigkeiten ein besonderer Gefahrenmoment eintritt, darf die Befüllung grundsätzlich nur in der besucherfreien Zeit der Veranstaltung erfolgen.

Dabei sind Zündquellen und statische Aufladungen auszuschließen.

5.7.2.3 Leere Behälter

Leere Behälter, in denen brennbare Flüssigkeiten enthalten waren, dürfen nicht am Stand bzw. nicht in der Halle aufbewahrt oder gelagert werden.

5.7.3 Brennpasten und andere Brennstoffe

Heiz- und Kochgeräte, die mit Holz, Kohle, Gas, brennbaren Flüssigkeiten oder Brennpaste betrieben werden, sind nicht zulässig.

5.8 Asbest und andere Gefahrstoffe

Der Einsatz und die Verwendung asbesthaltiger Baustoffe oder asbesthaltiger Erzeugnisse sowie anderer Gefahrstoffe ist verboten.

Grundlage hierfür ist das Gesetz zum Schutz vor gefährlichen Stoffen (Chem. Gesetz), BGI I, Teil I, Seite 1703, in Verbindung mit der

Chemikalien-Verbotsverordnung (ChemVerbotsV) sowie der Gefahrstoffverordnung (GefStoffV).

5.9 Film-, Lichtbild-, Televisionsvorführungen, Szenenflächen und sonstige Präsentationen

Zuschauerräume, die mehr als 100 m² Grundfläche haben und/oder für mehr als 100 Besucher bestimmt sind, müssen mindestens zwei Ausgänge unmittelbar zu den Gängen der Hallen haben.

Diese Ausgänge sind möglichst weit voneinander entfernt und entgegengesetzt anzuordnen. Zuschauerräume bedürfen einer besonderen Freigabe, wenn sie mehr als 200 Personen fassen (siehe

he Punkt 4.5).
Für Szenenflächen > 50m² gelten die Bestimmungen des § 40 der H-VStättR.

5.10 Strahlenschutz

5.10.1 Radioaktive Stoffe

Der Umgang mit radioaktiven Stoffen bedarf nach der Strahlenschutzverordnung (StrlSchV) der Genehmigung; dies gilt auch für das Ausstellen. Die Genehmigung ist bei der für den Ausstellungsort zuständigen Behörde schriftlich zu beantragen und mindestens 6 Wochen vor Messebeginn der Messe Frankfurt vorzulegen. Soweit bereits eine Genehmigung vorhanden ist, ist nachzuweisen, dass der beabsichtigte Umgang mit radioaktiven Stoffen auf dem Messegelände rechtlich abgedeckt ist.

Die Branddirektion der Stadt Frankfurt am Main, Vorbeugender Brandschutz, ist über den genehmigten Umgang und den Aufstellungs-/Verwendungsort radioakti-

ver Stoffe schriftlich zu informieren.

5.10.2 Röntgenanlagen und Störstrahler

Der Betrieb von Röntgenanlagen und Störstrahlern ist genehmigungspflichtig und mit der Messe Frankfurt abzustimmen. Die Verordnung über den Schutz vor Schäden durch Röntgenstrahlen (RöV) ist zu beachten. Der Betrieb von Röntgenanlagen und Störstrahlern ist genehmigungs- oder anzeigepflichtig gemäß §§ 3, 4, 5, 8 RöV. Die zuständige Behörde ist das Regierungspräsidium Darmstadt, Abt. Arbeitsschutz und Umwelt Gutleutstraße 138 60327 Frankfurt am Main
Tel. +49 69 2714-0
Fax +49 69 2714-5951

bei dem die Anträge oder Anzeigen mindestens sechs Wochen vor Veranstaltungsbeginn formlos dreifach einzureichen sind.

Die Branddirektion der Stadt Frankfurt am Main, Vorbeugender Brandschutz, ist über den genehmigten Betrieb und den Aufstellungs-/ Verwendungsort von Röntgenanlagen und Störstrahlern schriftlich zu informieren.

5.10.3 Lasereinrichtungen

Der Betrieb von Lasereinrichtungen und -geräten ist anmeldepflichtig. Das Formular „Anmeldung einer Lasereinrichtung“ ist bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, anzufordern und ausgefüllt zurückzusenden.

Der Betrieb von Laseranlagen ist

5.10 Strahlenschutz

gem. § 6 Unfallverhütungsvorschrift „Laserstrahlung“ DGUV Vorschrift 11 bei der zuständigen Behörde anzuzeigen.

Bei dem Betrieb von Lasereinrichtungen sind die Anforderungen der Arbeitsschutzverordnung zu künstlicher optischer Strahlung 2006/25 EG/OStrV, der TROS Laserstrahlung, der DIN EN 60825-1, der DIN EN 12254 sowie bei Showlasern die Anforderungen der DIN 56912 zu beachten.

Durch technische oder organisatorische Maßnahmen muss sichergestellt werden, dass Personen bei Justierung und Betrieb der Laseranlage keiner Laserstrahlung oberhalb der maximal zulässigen Bestrahlung ausgesetzt sind. Bei der Vorführung von Lasereinrichtungen der Klassen 3R, 3B oder 4 auf Ausstellungen oder Messen muss sichergestellt sein, dass keine un-

kontrolliert reflektierte Strahlung auftreten kann und der Laserbereich um die Lasereinrichtungen durch mit Laserwarzeichen gekennzeichnete Abschränkungen oder Verdeckungen räumlich so eng begrenzt wird, dass er Personen nicht zugänglich ist (OStrV §7). Darüberhinaus ist der Betrieb einer Lasereinrichtung der Klassen 3R, 3B oder 4 am Messestand nur gestattet, wenn diese vor Messebeginn von einem öffentlich bestellten und vereidigten Sachverständigen auf ihre sicherheitstechnische Unbedenklichkeit geprüft worden ist. Eine Ausfertigung des „Abnahmeprotokoll für eine vorübergehende Installation“ ist der Messe Frankfurt Venue GmbH auszuhändigen.

Eine Tourabnahme ersetzt nicht die Abnahme vor Ort.

Falls der Betreiber Änderungen

an / Ergänzungen zu der Lasereinrichtung nach der erfolgten Prüfung / Abnahme durch den öffentlich bestellten und vereidigten Sachverständigen vornimmt, erteilt die Betriebserlaubnis.

Die Messe Frankfurt Venue GmbH ist dann berechtigt, die Stromversorgung des Standes abzuschalten oder die Laseranlage einzuziehen und sicherzustellen (Rückgabe erfolgt am letzten Messetag nach Messeschluss).

5.10.4 LED

Der Betrieb von energie- oder lichtstarken LED-Anlagen bzw. Scheinwerfern der Risikogruppe 2 und 3 ist bei der Messe Frankfurt Venue GmbH, Technisches Veranstaltungsmanagement, anzumelden. Geeignete Löschmittel sind in unmittelbarer Nähe von allen LED-Anlagen einsatzbereit zu halten.

5.11 Hochfrequenzgeräte, Funkanlagen, Elektromagnetische Verträglichkeit und Oberschwingungen

Der Betrieb von Hochfrequenzgeräten, Funkanlagen und Elektromagnetischen Feldern ist durch die Bundesnetzagentur genehmigungspflichtig und bedarf der Freigabe durch die Messe Frankfurt. Die genutzten Frequenzbänder und die Sendeleistung sind anzugeben, um eine gleichmäßige Verteilung von Frequenzen zu erreichen und gegenseitige Beeinflussungen nach Möglichkeit auszuschließen. Die Branddirektion der Stadt

Frankfurt am Main, Vorbeugender Brandschutz, ist über den genehmigten Betrieb und den Aufstellungs-/Verwendungsort von Hochfrequenzgeräten, Funkanlagen und Geräten mit elektromagnetischen Feldern (Fernmeldeanlagen) schriftlich zu informieren.

Der Betrieb von Hochfrequenzgeräten und Funkanlagen ist nur dann gestattet, wenn sie den Bestimmungen des Telekommunikationsgesetzes sowie dem Gesetz

über die elektromagnetische Verträglichkeit von Geräten (EMVG) entsprechen. Personensuchanlagen, Mikroportanlagen, Gegensprechanlagen und Fernwirkfunkanlagen dürfen nur mit der Genehmigung der Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen, Außenstelle Eschborn, Auf der Ludwigshöhe 204 64285 Darmstadt

5.11 Hochfrequenzgeräte, Funkanlagen, Elektromagnetische Verträglichkeit und Oberschwingungen

Tel.: +49 6151 170-255

Fax: +49 6151 170-181

betrieben werden.

Die Inbetriebnahme drahtloser Personensuchanlagen bedarf – unabhängig von der Genehmigung durch die Behörde – der Zustimmung der Messe Frankfurt, um eine gleichmäßige Verteilung von Frequenzen zu erreichen und ge-

genseitige Beeinflussungen nach Möglichkeit auszuschließen.

Diese Genehmigung ist unter Angabe der technischen Daten bei der Messe Frankfurt zu beantragen.

Für die Bestellung einer Frequenzuteilung verwenden Sie bitte das entsprechende Formblatt.

Werden Exponate ausgestellt oder Standdekorationen benutzt, bei

denen elektrische, magnetische oder elektromagnetische Felder zur Anwendung kommen, so sind die Festlegungen der 26. Verordnung zur Durchführung des Bundesimmissionsschutzgesetzes einzuhalten. Quellen starker Magnetfelder sind der Messe Frankfurt mit Ortsangabe auf dem jeweiligen Stand mitzuteilen.

5.12 Kräne, Stapler, Leergut

Der Betrieb von eigenem Hebezeug auf dem Messegelände ist aus Sicherheitsgründen nicht gestattet. Es dürfen nur Geräte der Messe Frankfurt bzw. deren Logistikpartner betrieben werden. Stapler- und Kranleistungen innerhalb des Messegeländes sind ausschliesslich über die Messe Frankfurt zu bestellen und werden von den Logistikpartnern ausgeführt. Gleiches gilt für die Lagerung von Leer- und Vollgut während der Veranstaltungszeit.

Zollabfertigungen zur temporären

bzw. definitiven Einfuhr werden hingegen direkt von den Logistikpartnern angeboten und berechnet. Für alle Speditionsaufträge auf dem Messegelände gelten die Allgemeinen Deutschen Spediteurbedingungen (ADSp) in der jeweils neuesten Fassung und der Speditionstarif für Messen und Ausstellungen in Frankfurt. Die Lagerung von Leergut/brennbaren Materialien jeglicher Art auf den Ständen und außerhalb des Standes in der Halle ist verboten.

Anfallendes Leergut ist unverzüg-

lich zu entfernen. Es kann durch den Logistikservice der Messe Frankfurt eingelagert werden:

Logisticservices

Cargo Center Messe Frankfurt

Ludwig-Erhard-Anlage 1

60327 Frankfurt am Main

Tel.: +49 69 75 75-60 75

Fax: +49 69 75 75-9 6075

logistics@messefrankfurt.com

Das Abstellen von Verpackungsmaterial und Ausstellungsgütern in den Hallengängen - auch kurzfristig - ist nicht zulässig.

5.13 Musikalische Wiedergaben

Für musikalische Wiedergaben aller Art ist unter den Voraussetzungen des Urheberrechtsgesetzes, § 15 Urhebergesetz, die Erlaubnis der Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA) erforderlich:

GEMA Generaldirektion Berlin

Postanschrift:

Postfach 30 12 40

10722 Berlin

Hausanschrift:

Bayreuther Straße 37

10787 Berlin

Telefon +49 30 2 12 45-00

Telefax +49 30 2 12 45-950

messe@gema.de

gema@gema.de

www.gema.de

Nicht angemeldete Musikwiedergaben können Schadenersatzansprüche der GEMA zur Folge haben (§ 97 Urheberrechtsgesetz).

5.14 Getränkeschankanlagen

Die Inbetriebnahme von Getränkeschankanlagen ist nicht mehr anzeigepflichtig. Grundsätzlich ist aber der Betreiber einer Getränkeschankanlage für deren Sicherheit und Hygiene allein verantwortlich. Die technische und lebensmittelhygienische Unbedenklichkeit muss nachweisbar sein und wird ggf.

vom Ordnungsamt überprüft. Anzuwenden ist die Verordnung (EG) Nr. 852/2004 des Europäischen Parlaments und Rates vom 29. April 2004 über Lebensmittelhygiene. Die Kontrolle der Anlagen obliegt der

Stadt Frankfurt am Main
Ordnungsamt
Abt. Veterinärwesen
Kleyerstraße 86
60326 Frankfurt am Main
Tel. +49 69 212 47099
E-Mail: veterinaerwesen@stadt-frankfurt.de

5.15 Lebensmittelüberwachung

Bei der Abgabe von Kostproben zum Verzehr an Ort und Stelle sind die gesetzlichen Bestimmungen zu beachten, insbesondere die Lebensmittel-Hygiene-Verordnung und die Lebensmittelinformationsverordnung VO(EG) 1169/2011 (LMIV).

Für Rückfragen steht zur Verfügung:

Stadt Frankfurt am Main
Ordnungsamt
Abt. Veterinärwesen
Kleyerstraße 86
60326 Frankfurt am Main
Tel. +49 69 212 47099

E-Mail: veterinaerwesen@stadt-frankfurt.de
Handverkäufe von Speisen und Getränken, auf der Veranstaltung selbst (einschließlich Barverkauf), sind nicht gestattet. Dies gilt ausdrücklich auch für den letzten Veranstaltungstag.

5.16 Fahrzeugvorführungen und Fahraktionen

Fahrzeugvorführungen jeglicher Art (in den Hallen und im Freigelände) sind antrags- und freigabepflichtig. Für weitere Informationen setzen

sie sich bitte mit dem Technischen Veranstaltungsmanagement der Messe Frankfurt in Verbindung: [veranstaltungstechnik@messe-](mailto:veranstaltungstechnik@messe-frankfurt.com)

frankfurt.com.

6. Umweltschutz

Die Messe Frankfurt hat sich grundsätzlich dem vorsorgenden Schutz der Umwelt verpflichtet. Als Vertragspartner der Messe Frankfurt ist der Aussteller verpflichtet, dafür zu sorgen, dass

sämtliche den Umweltschutz betreffende Bestimmungen und Vorgaben auch von seinen Vertragspartnern (z.B. Standbauern) verbindlich eingehalten werden. Die Aussteller sind verpflichtet, alle

artenschutzrechtlichen Vorschriften einzuhalten und bleiben dafür rechtlich und materiell für Ihre Ausstellungsbeteiligung verantwortlich.

6.1 Abfallwirtschaft

Grundlage für alle folgenden Regelungen sind die Vorgaben des Kreislaufwirtschaftsgesetzes (KrWG, in der jeweils gültigen Fassung), die dazugehörigen Ausführungsbestimmungen und Verordnungen, insbesondere die Gewerbeabfallverordnung, sowie die Ländergesetze und kommunalen Satzungen.

Der Aussteller ist verantwortlich für die ordnungsgemäße und umweltverträgliche Entsorgung der Abfälle, die bei Auf- und Abbau sowie während der Veranstaltungszeit anfallen. Der Aussteller ist Erzeuger dieser Abfälle.

Die technische Abwicklung der Entsorgung zur Verwertung und Beseitigung obliegt allein der Messe Frankfurt bzw. den von ihr benannten Vertragspartnern.

6.1.1 Abfallentsorgung

Nach den Grundsätzen der Kreislaufwirtschaft sind Abfälle auf Messeplätzen in erster Linie zu vermeiden.

Aussteller und deren Vertragspartner sind verpflichtet, in jeder Phase der Veranstaltung wirkungsvoll

hierzu beizutragen. Dieses Ziel muss bereits bei der Planung und in Koordination aller Beteiligten verfolgt werden. Generell sind für Standbau und -betrieb wiederverwendbare und die Umwelt möglichst wenig belastende Materialien einzusetzen.

Der Aussteller bzw. die von ihm beauftragte Standbaufirma ist für die Reinigung und Abfallentsorgung seines Standes während der Veranstaltung verantwortlich. Mit der fachgerechten Entsorgung der beim Auf- und Abbau anfallenden und zu entsorgenden Abfälle jeglicher Art ist die Messe Frankfurt zu beauftragen.

Zur Abgeltung der während der Messelaufzeit (ohne Auf- und Abbau) zu entsorgenden veranstaltungsüblichen, durchschnittlichen Abfallmengen erhebt die Messe Frankfurt einen Umweltbeitrag. Der Aussteller bzw. die von ihm beauftragte Standbaufirma ist für die sortenreine Trennung der Abfälle nach wiederverwertbaren Stoffen und Abfällen verantwortlich.

Hinterlassen der Ausstellungsflä-

chen nach Veranstaltungsende: Die Ausstellungsfläche ist vom Aussteller in sauberem Zustand spätestens bis zum Abbauende zurückzugeben. Klebebänder, Farbreste u.a. müssen rückstandsfrei entfernt sein. Die ordnungsgemäße Rückgabe wird auf Antrag in der Halleninspektion nach gemeinsamer Begehung mit dem Beauftragten des Ausstellers schriftlich bestätigt. Wurde die Ausstellungsfläche nicht ordnungsgemäß hinterlassen, wird die Messe Frankfurt die Reinigung und Wiederherstellung zu Lasten des Ausstellers vornehmen lassen. Die Ausstellerhaftung für Unfälle und Folgeschäden endet erst nach ordnungsgemäßer Reinigung und Wiederherstellung.

Zurückgelassene Materialien werden ohne Prüfung des Wertes zu Lasten des Ausstellers/Veranstalters zu einer erhöhten Gebühr entsorgt.

6.1.2 Gefährliche Abfälle

Der Aussteller und seine Vertragspartner (z.B. Standbauer) sind verpflichtet, Abfälle, die nach Art, Be-

6.1 Abfallwirtschaft

schaffenheit oder Menge in besonderem Maße gesundheits-, luft-, oder wassergefährdend, explosibel oder brennbar sind (z. B. Batterien, Lacke, Lösungsmittel, Schmierstoffe, Farben etc.) der Messe Frankfurt zu melden und

deren ordnungsgemäße Entsorgung durch die Messe Frankfurt zu veranlassen.

Für kleinere Mengen dieser Sonderabfälle sind auf dem Messegelände gekennzeichnete Behälter aufgestellt.

6.1.3 Mitgebrachte Abfälle

Materialien und Abfälle, die nicht im Zusammenhang mit der Veranstaltungslaufzeit, Auf- oder Abbau entstehen, dürfen nicht auf das Gelände gebracht werden.

6.2 Wasser, Abwasser, Bodenschutz

6.2.1 Öl-/Fettscheider

Die Einleitungen in das Wassernetz dürfen die üblichen Schadstoffmengen für Haushalte nicht übersteigen. Sollen öl-/ fetthaltige Abwässer eingeleitet werden, welche diese Mengen überschreiten, ist der Einsatz von Öl-/ Fettscheidern notwendig. Diese müssen den allgemein anerkannten Regeln der Technik entsprechen. Beim Einsatz mobiler Gastronomie

ist darauf zu achten, dass Fette und Öle gesondert aufgefangen und einer getrennten Entsorgung zugeführt werden.

6.2.2 Reinigung/Reinigungsmittel

Die Messe Frankfurt übernimmt auf Bestellung und Kosten des Ausstellers die Reinigung der Stände. Sie beauftragt ihrerseits die dazu vorgesehenen Reinigungsfirmen. Die unmittelbare Vergabe von

Reinigungsarbeiten durch Aussteller ist ausgeschlossen. Reinigungsarbeiten sind grundsätzlich mit biologisch abbaubaren Produkten durchzuführen. Reinigungsmittel, die gesundheitsschädigende Lösungsmittel enthalten, sind den Vorschriften entsprechend und nur im Ausnahmefall zu verwenden.

6.3 Umweltschäden

Umweltschäden/Verunreinigungen (z. B. durch Benzin, Öl, Lösungsmittel, Farbe) sind unverzüglich der Messe Frankfurt zu melden.

6.3.1 Verpackungsmaterial

Die Verpackungsverordnung vom 21.8.1998, BGBl. I, S. 2379 m. Änd., verpflichtet Hersteller und Vertreiber, Verpackungen wie Kartons, Folien, Kisten, Paletten usw. zurückzunehmen oder einer stofflichen Verwertung zuzuführen. Für Verpackungen, die zum Abbau wieder benötigt werden, kann die Leergutlagerung über den Logistik-

service der Messe Frankfurt vorgenommen werden. Verpackungsmaterial, das nicht wieder verwertet werden kann, kann über die Messe Frankfurt einer stofflichen Verwertung zugeführt werden.

6.3.2 Küchenabfälle

Küchen- und Bewirtschaftungsabfälle sind getrennt nach Kunststoffen, Glas, Papier, Restabfällen sortenrein zu sammeln. Wenn die Abfallbeseitigung nicht vom Aussteller selbst vorgenommen wird, kann sie als Dienstleistung bei der Messe Frankfurt bestellt werden.

6.3.3 Produktionsabfälle

Produktionsabfälle sind unter Angabe des Materials und der Menge bei der Messe Frankfurt anzumelden.

6.3.4 Standbauteile

Bei der Verlegung von Teppichböden und Abdeckfolien sind nur PE-, bzw. PP-Klebebander zulässig. Während des Auf- und Abbaus sind die Materialien in die von der Messe Frankfurt bereit gestellten Abfallcontainer zu entsorgen. Die Entsorgung von losem Material kann auch bei der Messe Frankfurt bestellt werden.

7. Allgemeine Hinweise

Für das gesamte Messegelände gilt die Hausordnung der Messe Frankfurt.

Der Aussteller ist für die Betriebssicherheit und die Einhaltung der Arbeitsschutz- und Unfallverhütungsvorschriften auf seinem Stand verantwortlich. Er haftet für alle Schäden, die durch den Standbau und den Betrieb seines Standes und der darauf platzierten Exponate entstehen.

Der Aussteller und seine Vertragspartner haben sicherzustellen, dass es bei ihren Auf- und Abbauarbeiten nicht zu einer Gefährdung anderer, in der Versammlungsstätte anwesender Personen, kommt. Soweit erforderlich haben der Aus-

steller und seine Vertragspartner für eine angemessene Koordination zu sorgen, durch die die Arbeiten aufeinander abgestimmt werden. Ist dies nicht möglich, hat er die Arbeiten vorübergehend einzustellen und sich bei der Messe Frankfurt Venue GmbH zu melden. Während der gesamten Auf- und Abbauphase herrscht innerhalb und außerhalb der Hallen und im Freigelände ein baustellenähnlicher Betrieb. Das eingesetzte Personal ist auf die besonderen Gefahren hinzuweisen.

Während der Auf- und Abbauphase und während der Veranstaltung müssen die Hallengänge als Rettungswege freigehalten werden.

Das Lagern von Standbaumaterial, Leergut und Exponaten in den Gängen ist deshalb nicht zulässig. Dem Staatlichen Amt für Arbeitsschutz und Sicherheitstechnik, den Ordnungsbehörden, den berufsgenossenschaftlichen Institutionen, der Polizei und der Feuerwehr sowie den Beauftragten der Messe Frankfurt ist jederzeit zur Überprüfung der Betriebssicherheit und der Unfallverhütungsmaßnahmen Zutritt zu den Ständen zu gewähren. Werden Sicherheitsmängel festgestellt, ist den Anordnungen der vorgenannten Stellen unverzüglich Folge zu leisten.

7.1 Haftung

Die Messe Frankfurt übernimmt keine Obhutspflicht für Messegüter und Standeinrichtungen und schließt insoweit jede Haftung für Schäden und Abhandenkommen aus. Der Haftungsausschluss erfährt auch durch Bewachungsmaßnahmen der Messe Frankfurt keine Einschränkung. Alle eingetretenen Schäden müssen der Polizei, der Versicherungsgesellschaft und der Messe Frankfurt unverzüglich angezeigt werden.

Im Übrigen haftet die Messe Frankfurt in jedem Fall nur bei Vorsatz oder grober Fahrlässigkeit. Die Messe Frankfurt haftet auch für Schäden, die durch einfache Fahrlässigkeit verursacht werden, soweit die Fahrlässigkeit die Verletzung solcher Vertragspflichten betrifft, deren Einhaltung für die Erreichung des Vertragszwecks von besonderer Bedeutung ist (Kardinalpflichten). Schadensersatzansprüche sind in diesem Fall der

Höhe nach auf den bei Vertragsschluss typischen, vorhersehbaren Schaden beschränkt. In diesem Zusammenhang besteht keine Haftung der Messe Frankfurt für den Ersatz mittelbarer Schäden/Mangelfolgeschäden, insbesondere nicht für entgangenen Gewinn. Von vorgenannten Haftungsausschlüssen ausgenommen sind Verletzungen von Leben, Körper oder Gesundheit.

Messe Frankfurt GmbH

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