

**CANADIAN HERITAGE**

**REQUEST FOR STANDING OFFER**

**REQUEST NUMBER:** 10200375

**TITLE OF PROJECT:** Transportation, installation, maintenance and removal of Digital Signage Towers

**REQUEST DATE:** 2 October 2020

**CLOSING DATE AND TIME:** 16 November 2020, 2:00 p.m., EST

**ADDRESS ALL ENQUIRIES:** Gregory Yarema  
Procurement Advisor  
Contracting and Materiel Management Directorate  
Canadian Heritage  
E-mail: [PCH.contrats-contracting.PCH@canada.ca](mailto:PCH.contrats-contracting.PCH@canada.ca)

The Department of Canadian Heritage (PCH) has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing upon the date of issuance of the Standing Offer(s) up to to March 31, 2023, with the possibility of extending by up to one (1) additional one-year option period, as detailed in the Statement of Work.

If you are interested in undertaking this project, submit your offer by **2 p.m. EST: 16 November, 2020** by using the following accepted submission method:

**IMPORTANT: Submission via e-mail**

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers by e-mail. Offers transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Standing Offers (RFSO) in the e-mail object, the e-mail address is the following:

**Contrats/Contracting (PCH)**  
[PCH.contrats-contracting.PCH@canada.ca](mailto:PCH.contrats-contracting.PCH@canada.ca)  
**RFSO : 10200375**  
**Attention : Gregory Yarema**

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted. Offerors are encouraged to keep a confirmation that the e-mail was sent and delivered.

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex "E".

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The annexes include:

- Annex "A" Statement of Work
- Annex "B" Basis of Payment
- Annex "C" Insurance Requirements
- Annex "D" Form 942 – Call-Up against a Standing Offer
- Annex "E" Offer of Services

### **1.2 Summary**

1.2.1 The purpose of this Request for Standing Offers (RFSO) is to establish a Standing Offer for the Department of Canadian Heritage (PCH) for the provision of transportation, installation, maintenance and removal of Digital Signage Towers for Capital Experience events in the National Capital Region (NCR) on an "as-and-when-requested" basis.

1.2.2 The period of the Standing Offer is from the date of issuance of a Standing Offer to March 31, 2023, with one (1) additional one-year option period.

- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement, the Canada-Korea Free Trade Agreement (CKFTA) and the Canada-Honduras Free Trade Agreement

### **1.3 Debriefings**

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

### **1.4 Other information**

If you have issues or concerns regarding the solicitation, you have the option of raising them with the Department or with the Office of the Procurement Ombudsman. The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$ 25,300 for goods and under \$101,100 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO, by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Offers

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers by e-mail at [PCH.contracts-contracting.PCH@canada.ca](mailto:PCH.contracts-contracting.PCH@canada.ca). Offers transmitted by facsimile or mail to PCH will not be accepted.

#### 2.2.1 Submission via e-mail

Offers must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFSO.

### 2.3 Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### Definitions

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Request for Standing Offers**

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

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

## **2.5 Applicable Laws**

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers by e-mail at [PCH.contrats-contracting.PCH@canada.ca](mailto:PCH.contrats-contracting.PCH@canada.ca). Offers transmitted by facsimile or mail to PCH will **not** be accepted.

#### **3.1.1 Submission via e-mail**

**IMPORTANT:** The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted.

The Offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

### **3.2 Section I: Technical Offer**

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

### **3.3 Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment.

Prices submitted with the Offer will form part of any resulting Contract.

### **3.4 Section III: Certifications**

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

### **3.5 Section IV: Additional Information**

In section IV of their offer, the Offerors must provide:

1. The Offer of Services attached at Annex "E" duly filled out and signed.
2. The required insurance requirements, as explained at Part 6 - Security, Financial and Insurance Requirements.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

All offers must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation. Mandatory technical evaluation criteria are included below in Attachment 1 to Part 4.

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

#### **4.1.2 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

#### **4.2.2**

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

## Attachment 1 to Part 4: EVALUATION CRITERIA

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

### 1. General Instructions

- a) It is recommended that the Offeror include a grid in their proposals, cross-referencing statements of compliance with the supporting data in their proposals. Note: the compliance grid, by and of itself does not constitute demonstrated evidence.

### 2. Mandatory Technical Criteria

- a. The Offeror must comply with and meet all technical requirements and all terms and conditions specified in this RFSO.
- b. Each offer will be reviewed for compliance with the mandatory requirements listed in the table below. Any element of the RFSO that is identified with the words “must” or “mandatory” is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that an offer does not meet a Mandatory Requirement at any time during the evaluation process.
- c. The Offerors are cautioned that “Attachment 1 to part 4, Mandatory Technical Criteria” does **not** include all the mandatory requirements of this RFSO. This RFSO contains other mandatory requirements dealing with the submission, format and content of offers, including the mandatory submission of certifications and mandatory requirements for the submission of the financial offer. It is the Offeror’s sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- d. Where a mandatory criterion requests an Offeror to ‘demonstrate’ to be responsive, the technical offer must substantiate or show how the Offeror meets the criterion identified in the mandatory requirement. The substantiation must not simply be a repetition of the requirement(s), but must explain/show in sufficient detail to demonstrate how the Offeror will meet the requirements. Simply stating that the Offeror complies with the requirement is not sufficient. The offer will fail to meet an Eligible Mandatory Criterion where Canada determines that the substantiation is insufficient in explaining/showing how the Offeror demonstrates a mandatory requirement.

<b>Mandatory Requirements</b>		<b>Met</b>	<b>Not Met</b>	<b>Cross- Reference in the Offer</b>
<b>M1</b>	<p>Offerors must provide the details and descriptions of at least two projects completed in the last five years as of bid closing date that clearly demonstrate their experience with ALL of the following activities:</p> <ul style="list-style-type: none"> <li>• Transportation, maintenance and installation of outdoor event-related equipment with a sustained power source under all-weather conditions.</li> </ul> <p>Each project description must include:</p> <ul style="list-style-type: none"> <li>• The name of the client</li> <li>• A description of the work</li> <li>• The period of work</li> </ul>			
<b>M2</b>	<p>Offerors must submit with their offer a brief description plan for the performance of the work for the Standing Offer as described in the Statement of Work, including:</p> <ul style="list-style-type: none"> <li>• The personnel and the equipment they will have for the handling and transportation of the signage towers and the steel bases for the performance of the work;</li> </ul>			

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

See section "Integrity Declaration Form" located at **Annex "E" Offer of Services** (at the end of this document). It must be duly completed and submitted with the offer, **if applicable**.

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

See section "List of names for integrity verification form" located at **Annex "E" Offer of Services** (at the end of this document). It must be duly completed and submitted with the offer.

## **5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.2.1 Status and Availability of Resources**

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

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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

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

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **A7.1 Offer**

**A7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **A7.2 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **A7.3 Standard Clauses and Conditions**

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

##### **A7.3.1 General Conditions**

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

#### **A7.4 Term of Standing Offer**

##### **A7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2023.

##### **A7.4.2 Extension of Standing Offer**

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

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

#### **A7.5 Authorities**

##### **A7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Gregory Yarema  
Procurement Advisor  
Contracting and Materiel Management Directorate  
Canadian Heritage  
15 Eddy Street  
Gatineau, QC K1A 0M5

E-mail: [PCH.contracts-contracting.PCH@canada.ca](mailto:PCH.contracts-contracting.PCH@canada.ca)

Telephone: 819-994-5119

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for



any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### **A7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

*(to be inserted at Standing Offer issuance)*

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

#### **A7.5.3 Offeror's Representative**

*(to be inserted at Standing Offer issuance)*

#### **A7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

#### **A7.7 Authorized Users**

The Identified User authorized to make call-ups against the Standing Offer is: Canadian Heritage.

#### **A7.8 Call-up Procedures**

- a) Each Call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer or any Call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this SO.
- d) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this Standing Offer outlined below.

#### **A7.9 Call-up Instrument**

The Work will be authorized or confirmed by Canadian Heritage using form 942 – Call up Against a Standing offer (Form attached at Annex D).

#### **A7.10 Non-Standing Offer Items**

For non-standing offer items, the Identified User may incorporate a total of 25% of the value of the call-up or \$40,000.00 (the lesser of the two) of non-standing offer items in the call-up against a standing offer (including applicable taxes).

### **A7.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2020-05-28) – General conditions: Services (medium complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements; and,
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer at issuance of the Standing Offer*).

### **A7.12 Certifications and Additional Information**

#### **A7.12.1 Compliance**

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

#### **A7.13 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*to be determined at issuance of the Standing Offer*).

#### **A7.14 Insurance – Specific Requirement**

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

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

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

#### **A7.15 Official Languages**

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project

Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

#### **A7.16 Green Procurement**

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

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

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

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

#### **A7.17 Dispute Resolution Services**

The parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Works and Government Services Act and section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

#### **A7.18 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **B. RESULTING CONTRACT CLAUSES**

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

### **B7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **B7.2 Standard Clauses and Conditions**

#### **B7.2.1 General Conditions**

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **B7.3 Term of Contract**

#### **B7.3.1 Period of the Contract**

The Work must be completed in accordance with each call-up against the Standing Offer.

### **B7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### **B7.5 Payment**

#### **B7.5.1 Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment attached hereto at Annex B, for Work performed under the call-up against the Standing Offer.

#### **B7.5.2 Limitation of Expenditure/price**

- a) The Contractor will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex "B" of the Standing Offer.
- b) Canada's total liability to the Contractor under any resultant Call-up will not exceed the Total Price specified in the Call-up.

#### **B7.5.3 Method of Payment – Single Payment**

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

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

**B7.5.4 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International).

**B7.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

## ANNEX "A" STATEMENT OF WORK

### 1. Title

Transportation, installation, maintenance and removal of Digital Signage Towers for Capital Experience events in the National Capital Region.

### 2. BACKGROUND

#### 2.1 Objective

The Department of Canadian Heritage (PCH) annually hosts a number of high-profile events related to its mandate and objectives. The Capital Experience Production Services Team within PCH coordinates the provision of services, the implementation of the events, the concept development, and most of the events operations.

To complement traditional signage for events, PCH uses Digital Signage Towers in order to broadcast information to event-goers.

Although subject to change, at the time of publication of this Request for Standing Offer, the list of the indoor and/or outdoor locations is as follows:

1. Confederation Park
2. Marion Dewar Plaza and Ottawa City Hall
3. Rideau Canal
4. Jacques-Cartier Park
5. Canadian Museum of History
6. Parliament Hill
7. Major's Hill Park

PCH requires a Contractor to transport (from site to site, on site and to and from the warehouse at 84 Bayview Station Road, Ottawa), to install, to inspect/monitor and to maintain the Digital Signage Towers at various event and storage sites in the National Capital Region all year round.

### 3. Requirements

#### 3.1 Installation and Transportation.

The Digital Signage Towers are rated for all-season exterior use. The work will take place outdoors during all four seasons and in all weather conditions. The installation of the Digital Signage Towers is to be done on all types of surfaces (such as but not limited to grass, concrete, snow, temporary flooring, etc.). Contractors must anticipate and plan for inclement weather and difficult conditions.

The deployment of the towers will take place prior to the beginning of each event as per the Installation Schedule (please refer to 3.6 Installation Schedule, below). The return of the towers to the warehouse must be completed no later than 3 working days following an event. PCH will confirm installation schedule and locations of the towers with the Contractor during the month prior to deployment and will update as necessary. The Contractor may be asked to relocate a tower over the course of an event.

Each Digital Signage Tower weighs 338 lbs (153.3 kg) each and when deployed, must be mounted on a steel base that weighs 363.6 lbs (164.9 kg) in order to insure stability. At the PCH warehouse, the towers are mounted on skids to facilitate handling. If required, the Contractor may use the PCH skids to transport the Digital Signage Towers. If required by the Contractor to handle the Digital Signage Towers that are already mounted on the steel bases, PCH can provide lifting cuffs.

Each Digital Signage Tower measures 85" (216 cm) high and must be kept in an upright position at all times. Each Digital Signage Tower must always be transported at all times with its protective covering in place.

To transport the bases, The Contractor must use:

- a) A truck equipped with a closed box and a door that offers at least 91" (231.14 cm) of clearance. In this case, the Contractor may mount the Digital Signage Towers on the bases before transporting them or may transport the Digital Signage Towers and the bases separately and assemble them at each installation site

OR

- b) A trailer with a loading capacity of at least 6000 lbs (2721.6 kg). The Contractor must use protective cases and covers, supplied by PCH, on each tower during transportation. In this case, the Contractor must transport the Digital Signage Towers and bases separately and assemble them at each installation site

**Please refer to ATTACHMENT 1 TO ANNEX "A" DIGITAL SIGNAGE TOWER SPECIFICATIONS**

#### 3.2 Contractor's Responsibilities:

The Contractor must:

1. Respect the installation schedule and plans;
2. Request clarification from the Technical Authority in case there are any questions concerning the installation schedule. The Contractor will receive the site placement plans and the installation schedule from the Technical Authority before each event.
3. Consider that most of the work will be performed during regular business hours (7:00 to 17:00, Monday to Friday, not including holidays) but that some of the work must be performed on evenings and/or weekends as determined by the requirements of the event and the installation schedule.

4. Plan for and provide appropriate resources (equipment and labour) required for the transportation, handling, installation, maintenance and removal of the Digital Signage Towers in order to complete installation as per plans and schedules. NB: Installations may be spread over multiple days. Personnel provided by the Contractor to perform a role or roles that require certifications or special licenses (e.g. fork lift license, driver's license) must provide proof on demand by PCH personnel of their certification.
5. Pick up the Digital Signage Towers from the PCH warehouse located at 84 Bayview Station Road, in Ottawa. The warehouse hours of operation are from Monday to Friday, between 7:30 am and 3:30 pm (NB: these hours are subject to change and it is the Contractor's responsibility to be aware of the most recent schedule. Before any pick-up, the Contractor must make a warehouse appointment in advance by calling or emailing warehouse staff.
6. Load the towers and all required equipment onto the Contractor's vehicle. The towers must be properly secured for transportation in the upright position.

The required equipment will include extension cords (supplied by PCH) but may also include pieces of wood (supplied by PCH) and/or shims (supplied by the Contractor) for winter installation or installations on uneven surfaces.

7. Deliver and install the towers to their respective locations. The Contractor must ensure that each tower is levelled, plugged into the designated power source and switched on.

Once installed, the Contractor must assure that the immediate area surrounding each tower is left clear and unencumbered (i.e. electrical cords must be run properly so they do not represent any safety issue or tripping hazard). Under certain circumstances, PCH will require that the Contractor trench electrical cords in the ground in order to avoid any tripping hazards or secure the cords using cord mats (to be supplied by PCH).

For winter installations, because of stability issues, the Contractor may have to install the bases of the tower mounted on 4" x 4" pieces of wood (supplied by PCH and available at the warehouse). The number of pieces of wood to be used will depend on the amount of snow on the ground and these installations will be subject to adjustment over the course of the event as snow and ice conditions change.

NB: PCH will perform the surface preparation before the installation of the Digital Signage Towers when on snow.

8. Return the towers' protective covers to the Bayview Station Road warehouse after installation and pick them up again to be reinstalled on the towers before transport. The towers must always be transported and stored with the protective covers properly installed.
9. Pick up and return all towers, protective covers and equipment to the warehouse after each event and as per the plans and schedules supplied by PCH. The towers must be stacked and secured on the PCH provided transport skid(s). PCH personnel will unload the skids from the Contractor's vehicle at the warehouse dock.



### 3.3 OCCUPATIONAL HEALTH AND SAFETY

1. When performing work for PCH, the Contractor must comply with all federal, provincial, and municipal laws and regulations regarding occupational health and safety. When federal, provincial or municipal provisions treat the same subject matter differently, the Contractor must comply with the strictest provisions.
2. The Contractor acknowledges that the sites on which it is performing work may be considered construction sites pursuant to federal, provincial or municipal laws and regulations regarding occupational health and safety in the construction industry.
3. The Contractor must ensure that all employees wear safety equipment in accordance with standards and legislation at all times.
4. The Contractor must comply with and bear all costs associated with all federal, provincial and municipal laws and regulations regarding occupational health and safety (including occupational health and safety in the construction industry) and will be responsible for all costs associated with them.
5. The Contractor must ensure that all employees have all required certifications, licenses and permits for the operation of any machinery required or used over the course of the contract.
6. The Contractor will report and document to the Technical Authority in writing by email any occupational health and safety deficiencies or violations that could endanger its employees, facilities or visitors.
7. The Contractor must ensure that all vehicles (owned, leased or rented by the Contractor) remain on hard surface areas whenever and wherever possible. When vehicles are obliged to drive over turf or non-paved ground to perform the work, plywood or other protective covering must be used if the ground is wet, soft and/or water-saturated. Protective covers must be used in these circumstances whether the vehicle is moving or if parked or stationary.
8. The Contractor must ensure that all vehicles (owned, leased or rented by the Contractor) are in good operating condition (no leaking fluids, excessive exhaust etc.). The Contractor is responsible for preventing damage and if necessary, restoring to their original condition any surfaces damaged in any way by its vehicles. If vehicles are leaking fluids, the use of drip pans or plastic sheeting is mandatory. All vehicles must be equipped with an absorbent type product specified for potential vehicle liquid spills or leaks.
9. The Contractor must ensure a safe work area at all times. Signage, cones, flags etc. must be used at all times in accordance with federal, provincial and municipal standards. Failure to provide a safe work area could result in penalties being levied against the Contractor by local authorities.

10. The Contractor must carry Worker's Compensation Insurance on all its employees as regulated under Worker's Compensation Acts of Ontario and Quebec. Proof of insurance must be provided to PCH on contract award and be valid for the duration of the contract.
11. The company name of the Contractor must be displayed prominently on the sides of each vehicle used on the sites. If rented vehicles are to be used, they must be identified either by temporarily affixed signage or by the use of signage such as a placard or sandwich board identifying the Contractor.
12. Beacons and hazard lights must be used when vehicles are travelling on any surface other than a road. If work must be performed from the road, hazard lights and beacons must be activated until the work is completed.

### **3.4 REPORTING, MONITORING PROCESS, BASIC MAINTENANCE AND ADDITIONAL MAINTENANCE REQUIREMENTS**

#### **3.4.1 SITE INSPECTION REPORT**

As per the requirements of the Installation Schedule, or on an "as requested basis", the Contractor must provide a Site Inspection Status Report that includes the date and time of inspection for all towers as well as a general assessment of the state of the towers. The Contractor must identify any type of damage and/or vandalism, non-functioning power-sources or any other detail that could affect the towers' integrity. As part of the inspection, the Contractor must also complete the requirements of the Monitoring Process (3.4.1.1) and perform Basic Maintenance (3.4.1.2) that is required as part of the monitoring process.

Site Inspection Reports must be sent to the Project Authority by email on the same day that the inspection is completed and must include a picture of each tower and specific images to show any damage or problem. Any major break or problem must be reported by phone to the Project Authority as soon as it is discovered.

The template for the Site Inspection Report can be found as ATTACHMENT 2 TO ANNEX "A" below.

##### **3.4.1.1 MONITORING PROCESS**

Monitoring must include a visual inspection of each Digital Signage Tower that includes the following items:

- The Digital Signage Tower is working (screen on and displays playing);
- The electrical cord remains safe (not a tripping hazard, not frozen in ice or snow, etc.);
- The immediate surroundings are clear and the tower is levelled;
- The antenna is clear of snow or other obstruction;
- All doors and access panels are closed and locked, locks are not frozen;
- There is no damage and/or vandalism (i.e. graffiti);
- The tower and base are in generally good condition; and
- Additional comments (if applicable).

#### 3.4.1.2 BASIC MAINTENANCE

As part of the monitoring process, basic maintenance for the Digital Signage Tower must be performed and includes the following activities when circumstances require:

- Re-levelling of the tower;
- Snow removal from the top of the tower;
- Shovelling the snow around the tower (2 m diameter);
- Cleaning of the display screens of the tower;
- Trenching electrical wiring in soil/snow/lawn if requested by the Technical Authority;
- Reconnecting the tower to the power source; and
- Other light duty tasks upon request from the Technical Authority.

#### 3.4.2 ADDITIONAL MAINTENANCE

The Digital Signage Towers may require additional maintenance that includes more than what is required for Basic Maintenance and may include (but is not limited to) the following activities:

- Removal of graffiti;
- Repair of vandalism;
- Replugging due to heavy rain;
- Any other unforeseen situation(s) that require attention.

Any situation that represents work that goes beyond the definition of Basic Maintenance must be signalled to the Technical Authority by phone and email with supporting photographs. The Contractor will be asked to provide a quote for the work that needs to be done and must not undertake any work until approval is confirmed by the Contracting Authority.

#### 3.4.3 RELOCATION ON SITE

On occasion, the Digital Signage Towers may need to be relocated on the same event site. The Technical Authority will confirm the details of any relocation(s) to the Contractor with as much advance notice as possible.

### 3.5 LOCATION OF WORK, WORK SITES AND DELIVERY POINTS

The towers are to be installed at various outdoor and/or indoor locations within the National Capital Region\*:

1. Confederation Park
2. Marion Dewar Plaza and Ottawa City Hall
3. Rideau Canal
4. Jacques-Cartier Park
5. Canadian Museum of History
6. Parliament Hill
7. Major's Hill Park
8. PCH Warehouse, 84 Bayview Station Road, Ottawa

\* NB: Locations are subject to change and will be confirmed as far as in advance as possible by the Technical Authority.

### 3.6 INSTALLATION SCHEDULES

#### 3.6.1 INITIAL STANDING OFFER PERIOD (Award of Standing Offer to March 31, 2023)

The installation schedule below may be subject to change. Please note that any changes will be confirmed in writing by the Technical Authority as early as possible.

Event		Date of the event (subject to change)	Number of towers to be installed (subject to change)	Transport, installation, removal and return (may be done over more than one day)	Monitoring and basic maintenance(s) schedule subject to change)
1	Christmas Lights across Canada Ceremony 2020	Week of December 7 <sup>th</sup> , 2020	2	Schedule to be confirmed 14 working days before the installation	n/a
2	Winterlude 2021	First three weekends of February	13	Schedule to be confirmed 14 working days before the installation	Every Friday morning and Monday afternoon over the course of the installation period. (6 occurrences)
3	Canada Day 2021	July 1 <sup>st</sup> , 2021	13	Schedule to be confirmed 14 working days before the installation	n/a
4	Christmas Lights across Canada Ceremony 2021	Week of December 6 <sup>th</sup> , 2021	2	Schedule to be confirmed 14 working days before the installation	n/a
5	Winterlude 2022	First three weekends of February	15	Schedule to be confirmed 14 working days before the installation	Every Friday morning and Monday afternoon over the course of the installation period. (6 occurrences)

<b>6</b>	Canada Day 2022	July 1 <sup>st</sup> , 2022	15	Schedule to be confirmed 14 working days before the installation	n/a
<b>7</b>	Christmas Lights across Canada Ceremony 2022	Week of December 5 <sup>th</sup> , 2022	2	Schedule to be confirmed 14 working days before the installation	n/a
<b>8</b>	Winterlude 2023	First three weekends of February	15	Schedule to be confirmed 14 working days before the installation	Every Friday morning and Monday afternoon over the course of the installation period. (6 occurrences)

Other events such as (but not limited to) media events, interpretation and commemoration events, unveiling, etc. may occur.

**3.6.2 OPTION PERIOD (From April 1, 2023 to March 31, 2024)**

<b>Event</b>		<b>Date of the event</b> (subject to change)	<b>Number of towers to be installed</b> (subject to change)	<b>Transport, installation, removal and return</b> (may be done over more than one day)	<b>Monitoring and Basic maintenance</b> (schedule subject to change)
<b>1</b>	Canada Day 2023	July 1 <sup>st</sup> , 2023	15	Schedule to be confirmed 14 working days before the installation	n/a
<b>2</b>	Christmas Lights across Canada Ceremony 2023	Week of December 4 <sup>th</sup> , 2023	2	Schedule to be confirmed 14 working days before the installation	n/a
<b>3</b>	Winterlude 2024	First three weekends of February	15	Schedule to be confirmed 14 working days before the installation	Every Friday morning and Monday afternoon over the course of the installation period. (6 occurrences)

Other events such as (but not limited to) media events, interpretation and commemoration events, unveiling, etc. may occur.

## ATTACHMENT 1 TO ANNEX "A" DIGITAL SIGNAGE TOWER SPECIFICATIONS

### a. Specification of the towers

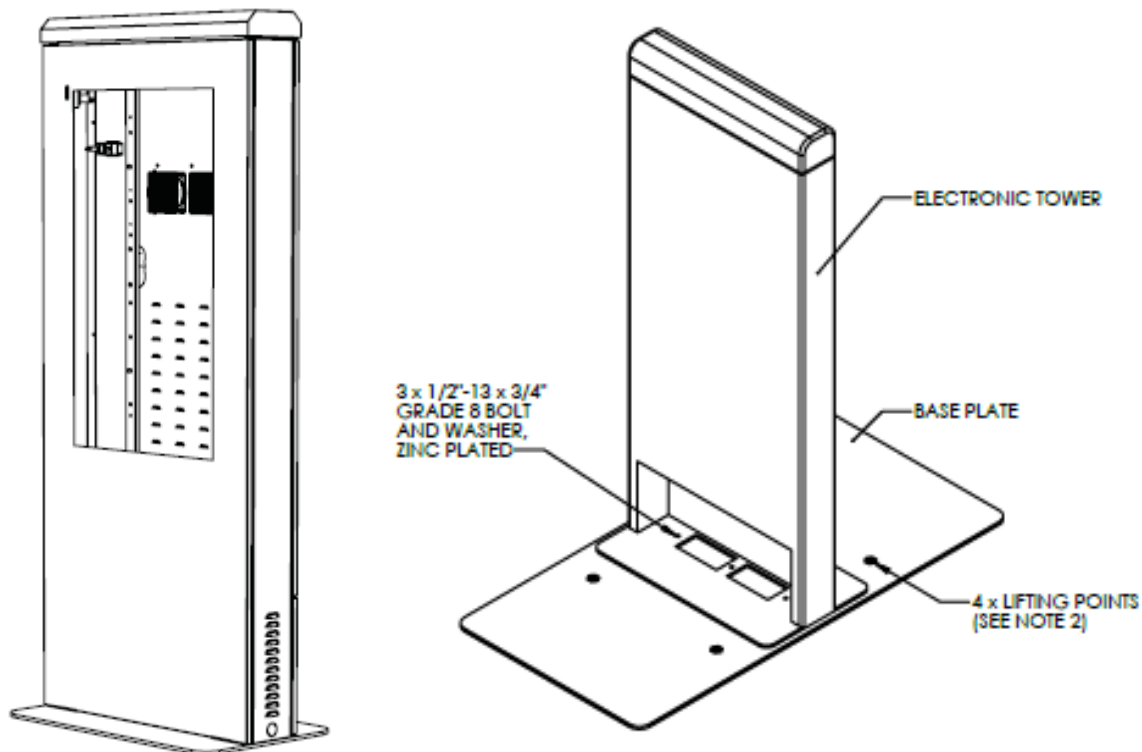
Weight: 338 lbs (153.3 kg)  
Height: 81.35" (206.63 cm)  
Depth: 20.50" (52.07 cm)  
Width: 34.00" (86.36 cm)

### b. Specifications of the steel bases

Weight: 363.6 lbs (164.9 kg)  
Dimensions: 72" x 36"  
(182.9 cm x 91.44 cm)  
Thickness: 0.5" (1.27 cm)



PCH has mounted the towers on steel base plate in order to ensure safety and stability. There are 4 lifting points to be used with certified lifting equipment.



**STORAGE BOX**



**BASE**





**ATTACHMENT 2 TO ANNEX "A"**  
**EXAMPLE OF SITE INSPECTION REPORT**

Inspection date: December 21<sup>st</sup> 2020

Time: 9:00

**Sites:**

- Canadian Museum of History (number XYZ)
- Parliament Hill (number XYZ)

Items to verify	<b>Good</b> Check if all towers are good	<b>Not Good</b> Specify witch towers
1. DS towers are working (screen on and display playing)	X	
2. Electrical cord remains safe (not tripping hazard, not frozen in ice or snow, etc.)	X	
3. Immediate surroundings is clear and towers are levelled	X	
4. Antenna is clear of snow or other obstruction		X ( <i>all towers</i> )
5. Area around towers is clear of snow (2m diameter)		X ( <i>all towers</i> )
6. All doors and access panels are closed and locked, locks are not frozen	X	
7. There is no damage and/or vandalism (i.e. graffiti)	X	
8. The tower and base are in generally good condition		

**Maintenance done during inspection**

Shoveled snow around and on top of all towers.

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**Comments**

Nothing else to report.

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Signature: \_\_\_\_\_

## ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the issuance of a call-up.

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

During the period of the Standing Offer, for Work performed or goods delivered in accordance with each call-up against the Standing Offer, the Offeror will be paid as specified under article 1.0, 2.0 and 3.0 below.

All firm prices submitted for lines 1 to 5 below must include:

- a) all travel costs within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [Department of Justice](#);
- b) any travel between the Contractor's place of business and the NCR; and
- c) any relocation of resources required to satisfy the terms of the Contract.

Most of the work for the Standard Services as per the Standing Offer will be performed during regular business hours (7:00 to 17:00, Monday to Friday, not including holidays) but some of the work must be performed on evenings and/or weekends and/or holidays as determined by the requirements of the event and the Installation Schedule. No overtime charges will be authorized under this Standing Offer.

### 1.0 INITIAL STANDING OFFER PERIOD

#### Year 1: Award of Standing Offer to March 31, 2021

Item No.	STANDARD SERVICES	UNIT COST
1	Transport, installation, removal and return (may be done over more than one day) as per the Installation Schedule or on an "as requested basis"	-
1.1	The unit cost of from 1 to 4 towers to be installed	\$
1.2	The unit cost of from 5 to 9 towers to be installed	\$
1.3	The unit cost of from 10 to 15 towers to be installed	\$
2	Site inspection report including monitoring process and basic maintenance as per the installation schedule or on an "as requested basis".	-
2.1	Site inspection report for 1 – 4 towers	\$

2.2	Site inspection report for 5 – 9 towers	\$
2.3	Site inspection report for 10 – 15 towers	\$
<b>3</b>	<b>ADDITIONAL MAINTENANCE</b>	<b>HOURLY RATE</b>
3.1	Additional maintenance as required on any of the sites	\$

**Year 2: April 1, 2021 to March31, 2022**

<b>Item No.</b>	<b>STANDARD SERVICES</b>	<b>UNIT COST</b>
<b>1</b>	Transport, installation, removal and return (may be done over more than one day) as per the Installation Schedule or on an “as requested basis”	-
1.1	The unit cost of from 1 to 4 towers to be installed	\$
1.2	The unit cost of from 5 to 9 towers to be installed	\$
1.3	The unit cost of from 10 to 15 towers to be installed	\$
<b>2</b>	Site inspection report including monitoring process and basic maintenance as per the installation schedule or on an “as requested basis”.	-
2.1	Site inspection report for 1 – 4 towers	\$
2.2	Site inspection report for 5 – 9 towers	\$
2.3	Site inspection report for 10 – 15 towers	\$
<b>3</b>	<b>ADDITIONAL MAINTENANCE</b>	<b>HOURLY RATE</b>
3.1	Additional maintenance as required on any of the sites	\$

**Year 3: April 1, 2022 to March31, 2023**

<b>Item No.</b>	<b>STANDARD SERVICES</b>	<b>UNIT COST</b>
<b>1</b>	Transport, installation, removal and return (may be done over more than one day) as per the Installation Schedule or on an “as requested basis”	-
1.1	The unit cost of from 1 to 4 towers to be installed	\$
1.2	The unit cost of from 5 to 9 towers to be installed	\$
1.3	The unit cost of from 10 to 15 towers to be installed	\$
<b>2</b>	Site inspection report including monitoring process and basic maintenance as per the installation schedule or on an “as requested basis”.	-
2.1	Site inspection report for 1 – 4 towers	\$
2.2	Site inspection report for 5 – 9 towers	\$
2.3	Site inspection report for 10 – 15 towers	\$
<b>3</b>	<b>ADDITIONAL MAINTENANCE</b>	<b>HOURLY RATE</b>
3.1	Additional maintenance as required on any of the sites	\$

**2.0 OPTION PERIOD (From April 1, 2023 to March 31, 2024)**

<b>Item No.</b>	<b>STANDARD SERVICES</b>	<b>UNIT COST</b>
<b>1</b>	Transport, installation, removal and return (may be done over more than one day) as per the Installation Schedule or on an “as requested basis”	-
1.1	The unit cost of from 1 to 4 towers to be installed	\$
1.2	The unit cost of from 5 to 9 towers to be installed	\$

1.3	The unit cost of from 10 to 15 towers to be installed	\$
2	Site inspection report including monitoring process and basic maintenance as per the installation schedule or on an “as requested basis”.	-
2.1	Site inspection report for 1 – 4 towers	\$
2.2	Site inspection report for 5 – 9 towers	\$
2.3	Site inspection report for 10 – 15 towers	\$
3	<b>ADDITIONAL MAINTENANCE</b>	<b>HOURLY RATE</b>
3.1	Additional maintenance as required on any of the sites	\$

### 3.0 ADDITIONAL REQUIREMENTS

**NB: The prices in the table below will not be used in the calculations for the financial evaluation.**

Item No.	RELOCATION OF DIGITAL SIGNAGE TOWERS ON SITE	UNIT COST Contract Award to March 31, 2021	UNIT COST April 1, 2021 to March 31, 2022	UNIT COST April 1, 2022 to March 31, 2023	UNIT COST FOR OPTION PERIOD April 1, 2023 to March 31, 2024
1	Relocation of Digital Signage Towers on same event site.	\$	\$	\$	\$

**ATTACHMENT 1 TO ANNEX "B"**
**CALCULATION OF PRICE FOR PURPOSES OF THE FINANCIAL EVALUATION**

As indicated in Part 4 – Evaluation Procedures and Basis of Selection, Article 2. Basis of Selection, the Offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.

The following table will be completed by the Standing Offer Authority in order to determine the lowest total evaluated price. It will be completed using the unit prices provided by the Offeror in Annex B, Basis of Payment for each potential period of the resulting Standing Offer in Articles 1 and 2.

**TOTAL COST EVALUATION TABLE: AGGREGATE SCORE**

NB: These quantities and dates used for the Financial Evaluation are based on the Installation Schedule as it appears in the Request for Standing Offer and are subject to change. The number of hours and dates for Additional Maintenance is based on previous years and is subject to change.

		A	B	C (AxB)	D	E	F (DxE)	G	H	I (GxH)	G (C+F+I)
Item	Event	Number of Towers to be installed	Unit Cost/ Tower	Subtotal	Number of Site Inspection Reports	Unit Cost/ Report	Subtotal	Additional Maintenance cost: Number of hours	Additional Maintenance cost: Rate/hour	Subtotal	TOTAL
1	Christmas Lights across Canada Ceremony 2020	2	\$	\$	0	\$	\$	0	\$	\$	\$
2	Winterlude 2021	13	\$	\$	6	\$	\$	10	\$	\$	\$
3	Canada Day 2021	13	\$	\$	0	\$	\$	0	\$	\$	\$

4	Christmas Lights across Canada Ceremony 2021	2	\$	\$	0	\$	\$	0	\$	\$	\$
5	Winterlude 2022	15	\$	\$	6	\$	\$	10	\$	\$	\$
6	Canada Day 2022	15	\$	\$	0	\$	\$	0	\$	\$	\$
7	Christmas Lights across Canada Ceremony 2022	2	\$	\$	0	\$	\$	0	\$	\$	\$
8	Winterlude 2023	15	\$	\$	6	\$	\$	10	\$	\$	\$
9	Canada Day 2023	15	\$	\$	0	\$	\$	0	\$	\$	\$
10	Christmas Lights across Canada Ceremony 2023	2	\$	\$	0	\$	\$	0	\$	\$	\$
11	Winterlude 2024	15	\$	\$	6	\$	\$	10	\$	\$	\$
										<b>GRAND TOTAL</b>	\$

Lowest Evaluated Price = Sum of Columns C, F and I for each potential period of the resulting Standing Offer

## ANNEX "C": INSURANCE REQUIREMENTS

### 1. COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**2. ALL RISK IN TRANSIT INSURANCE**

- 1.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$330,000.00 per shipment. Government Property must be insured on replacement basis.
- 1.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 1.3 The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Heritage and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**ANNEX "D": FORM 942 – CALL-UP AGAINST A STANDING OFFER**

Canadian Heritage / Patrimoine canadien		CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE						Page: 1
To - À:		PST No. - N° de TPS As per standing offer Selon l'offre permanente Standing offer No. - N° d'offre permanente		Contact - Personne-ressource	Tel. No. - N° du tél.	Fax No. - N° de télécop.	Order No. N° de la demande	
Vendor # - N° fournisseur 285092		Contact Name - Nom du contact	Assoc. # - N° asso.	Tel. No. - N° du Tél.	Fax No. - N° de télécop.	Date required - Demandé pour le		
Item No. Article n°	Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc.	Ext. Price Prix prévu		
Delivery Address - Adresse de livraison		Invoice address - Adresse de facturation See Delivery Address / Voir adresse de livraison		TCB - FAD		Amount - Montant / C\$D		
<b>Special Instructions - Instructions spéciales</b> To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number. Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulées dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissements et bordereaux d'emballage doivent tous porter le numéro de la demande.				Terms of payment - Modalités de paiement A/P. Due 30 Days From Document Date		T. taxes - T. taxes / CAD		
				T. Amount - Montant T. / CAD		Certified pursuant to subsection 32(1) of Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.		
Signature				Date		Approved for the Minister / Approuvé pour le Ministre		
Signature				Date				

**ANNEX "E" OFFER OF SERVICES**
**REQUEST FOR STANDING OFFERS 10200375**
**Transportation, installation, maintenance and removal of Digital Signage Towers**

<i>(to be filled in by Offeror)</i>	
<b>Offeror's full legal name</b>	
<b>Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Offeror's Procurement Business Number (PBN)</b> <i>(see the <a href="#">Standard Instructions 2003</a>)</i>	
<b>Offeror's GST/HST/QST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	<p>Is the Offeror a FPS in receipt of a pension as defined in the bid solicitation?            Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Offeror a FPS who received a lump sum payment under the terms of a work force reduction program?            Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>
<b>Integrity Provisions</b>  (as per Part 5 of the bid solicitation)	<p><b>Integrity Declaration Form</b></p> <p>An Integrity declaration form must be submitted <b>only</b> when:</p> <ol style="list-style-type: none"> <li>The supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offense in a country other than Canada, that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the <a href="#">Ineligibility and Suspension Policy</a> (the "policy"); and/or</li> <li>The supplier is unable to provide any of the certifications required by the <a href="#">Integrity Provisions</a></li> </ol> <p>Click <a href="#">here</a> to complete the form and instructions for its submittal.</p>

	<p><b>List of names for integrity verification form</b></p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> <li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li> <li>- Privately owned corporations must provide a list of the owners' names</li> <li>- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners</li> <li>- Suppliers that are a partnership do not need to provide a list of names</li> </ul> <p>Suppliers may use this <a href="#">form</a> to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the <a href="#">form</a> online, print, sign and attach it to the bid.</p>
	<p>On behalf of the offeror, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The offeror considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This offer is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the offer is complete, true and accurate; and</li> <li>4. If the offeror is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in bid solicitation.</li> </ol>
	<p><b>Signature of Authorized Representative of Offeror</b></p>