

CANADIAN HERITAGE**REQUEST FOR STANDING OFFER**

REQUEST NUMBER: 10210997

TITLE OF PROJECT: Installation and dismantling of signage and decor for Canadian Heritage events

REQUEST DATE: February 9, 2022

CLOSING DATE AND TIME: March 21, 2022, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Lise Berniquez
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex A. The period of the Standing Offer is from date of award to October 31, 2025, with two (2) optional periods of 12 months each.

If you are interested in undertaking this project, submit your bid by 2 p.m. EDT: March 21, 2022 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/proposals by e-mail. Offers/proposals 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/Bidder 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)/Request for Proposal (RFP) in the e-mail object, the e-mail address is the following:

Contrats/Contracting (PCH):
contrats-contracting@pch.gc.ca
RFSO: 10210997
Attention: Lise Berniquez

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/proposals that arrive after the specified date and time will not be accepted. Offerors/Bidders are encouraged to keep a confirmation that the e-mail was sent and delivered.

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

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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Attachments include:

- Attachment 1 to Part 5, Additional Certification Prior to Issuance of a Standing Offer - Certification of COVID-19 Vaccination Requirement
- Attachment 1 to Schedule "A" - Facility Details
- Attachment 1 to Annex "C"
- Attachment 1 to Annex "G"

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: includes the certifications to be provided;
- Part 6 Security and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Mandatory Evaluation Criteria, the Basis of Payment, the Offer of Services Form, the Insurance Requirements, 942 Form, as well as the financial evaluation price grid.

Attachments include Attachment 1 to Part 5, Additional Certification Prior to Issuance of a Standing Offer - Certification of COVID-19 Vaccination Requirement, Attachment 1 to Schedule "A" - Facility Details, Attachment 1 to Annex "C" and Attachment 1 to Annex "G".

1.2 Summary

Canadian Heritage (PCH) wishes to issue a Request for Standing Offer for the complete services of installation, maintenance and dismantling of signage and decors for its events and programs. The period of the Standing Offer is from date of award to October 31, 2025, with two (2) optional periods of 12 months each.

Following is a list of events which are included in the requirement, but without being limited to: Winterlude, Canada Day, Christmas Lights Across Canada, Sound and Light Show and other ad hoc events.

These events are held at various locations in the National Capital Region as much in Quebec as in Ontario, including, but without being limited to, the following locations: Confederation Park, Major's Hill Park, Rideau Canal Skateway, Jacques-Cartier Park, Parliament Hill and some roadways between official

sites. See Attachment 1 of Annex A – Installations details – for the specifications on the different types of signs and decors.

The requirement is subject to the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Columbia Free Trade Agreement, the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement and the World Trade Organization – Agreement on Government Procurement (WTO-GPA),

1.3 Debriefings

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

1.4 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 vaccination policy for vendor personnel. Failure to complete and provide certification of the COVID-19 vaccination requirement as part of the bid will render the bid non-responsive.

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.

Section 5.4 of the 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Please note that due to the current circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers sent by email to contrats-contracting@pch.gc.ca. Offers sent by fax or mail to PCH will not be accepted.

2.2.1 E-mail Transmission

Offers must be submitted by e-mail only, no later than the date, time and e-mail address indicated on page 1 of the RFSO.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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: 2019-01](#) 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 **seven (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Please note that due to the current circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers sent by email to contrats-contracting@pch.gc.ca. Offers sent by fax or by mail to the attention of PCH will not be accepted.

3.1.1 Transmission by e-mail

IMPORTANT: The PCH e-mail server cannot accept e-mail transmissions of 14 MB or more. It is the Bidder's responsibility to ensure that the complete bid is delivered by e-mail to PCH by the date and time specified. Should it be necessary to send multiple emails due to the size of the documents, please clearly reference this in each email. Bids arriving after the specified date and time will not be accepted.

The bid must be divided into sections as follows:

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

3.2 Section 1: 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.

The technical Offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating the statement contained in the Offer solicitation is not sufficient. In order to facilitate the evaluation of the Offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their Offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section 2: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment in Annex "C". All amounts must exclude applicable taxes.

3.4 Section 3: Certifications

Offerors must submit the certifications required under Part 5.

3.5 Section 4: Additional Information

In Section 4 of their offer, offerors must provide:

1. The attached Offer of Service in Appendix "D" completed and signed.
2. The required insurance information as outlined in Part 6 - 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 Mandatory Technical Criteria

Mandatory technical criteria are included in Annex “B” – Mandatory Evaluation Criteria.

4.2 Basis of Selection

An Offer must comply with all the requirements of the Request for Standing Offer and meet all the mandatory technical criteria in Annex “B” to be declared responsive. The responsive Offer with the lowest evaluated price (the total sum of the three (3) requirements for the initial period plus the option years) based on the typical requirement of Annex “G” will be recommended for issuance of a standing offer.

4.3 Internal approval

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 Standing Offer award, issuance of any Standing Offer will be contingent upon internal approval. If such approval is not given, no Standing Offer will be awarded.

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. 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 Certification of COVID-19 Vaccination Requirement

In accordance with the COVID-19 Vaccination Policy for Vendor Personnel, all bidders must provide with their bid the certification of the COVID-19 Vaccination Requirement contained in **Attachment 1 of Part 5** in order to be considered for this procurement process. This certification, incorporated into the solicitation at its closing date, is incorporated into any resulting contract and is a binding part of the contract.

5.1.2 Integrity Provisions - Declaration of Convicted Offences

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

See section "Integrity - Declaration Form in **Annex "D" Offer of Service**.

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website

http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

**ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO
CONTRACT AWARD**

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation or contract number*), warrant and certify
that all personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion
or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to
accommodation and mitigation measures that have been presented to and approved by Canada;
until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination
Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified
of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier
Personnel, and that the _____ (*name of business*) has certified to their compliance with this
requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for
the duration of the Contract. I understand that the certifications provided to Canada are subject to
verification at all times. I also understand that Canada will declare a contractor in default, if a certification
is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada
reserves the right to ask for additional information to verify the certifications. Failure to comply with any
request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

For data purposes only, initial below if your business already has its own mandatory vaccination policy or
requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory
certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The initial period of the Standing Offer will be from date of award of the offer to October 31, 2025.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional 12 month periods (option-year 1: November 1st, 2025 to October 31, 2026 and option-year 2: November 1st, 2026 to October 31, 2027), under the same conditions and rates 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.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Lise Berniquez
Procurement and Contract Specialist
Department of Canadian Heritage
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

E-mail: contrats-contracting@pch.gc.ca

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

7.5.2 Project Authority

(Will be identified at time of issuance of the Standing Offer)

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

7.5.3 Offeror's Representative

(Will be identified at time of issuance of the Standing Offer)

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified User

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

7.8 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.

7.9 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 “F”).

7.10 Non-Standing Offer Items

For each call-up, the Identified User may incorporate a total of up to 25% (to a maximum of \$25,000 including applicable taxes) of the call-up value for non-Standing Offer items.

7.11 Priority of Documents

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

- a) the 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) 4013 (2021-11-29) Compliance with on-site measures, standing orders, policies and rules;
- e) 4014 (2021-11-29) Suspension of the work;
- f) the general conditions 2010C (2021-12-02), General Conditions – services (medium complexity);
- g) Annex "A", Statement of Work;
- h) Annex "C" Basis of Payment
- i) Annex "E", Insurance Requirements; and,
- j) the Offeror's offer dated _____ (*to be inserted at the at time of issuance of the Standing Offer*)

7.12 Certifications and Additional Information

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.12.2 Federal Contractors Program for Employment Equity - Setting aside

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

7.13 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 _____.

7.14 Insurance Requirements

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

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

The Contractor must forward to the 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.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2021-12-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplementary General Conditions

4013-(2021-11-29) Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4014 (2021-11-29) Suspension of work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 21 entitled Default by Contractor or section 22 entitled Termination by convenience of General Conditions 2010C - Services (Medium Complexity).
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

7.3 Period of the Contract

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

7.4 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

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

7.5.2 Limitation of Expenditure

- a) The Contractor will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex "C" 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.

7.5.3 Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions against the call-up under the Standing Offer 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 Standing Offer
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.5.4 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);

7.6 Invoicing Instructions

1. 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.
2. Invoices must be distributed as following:
 - a. An electronic copy must be forwarded to the Project Authority identified in article entitles "Authorities" of the Standing Offer.

7.7 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.

7.8 Green Procurement

1. 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.
2. 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.
3. 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.
4. 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.

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.10 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

ANNEX "A"

STATEMENT OF WORK

1. Title

Installation and dismantling of signage and decor for Canadian Heritage (PCH) events.

2. Purpose

The Contractor must provide full installation, maintenance and dismantling services for signage and decor¹ for PCH events and programs in the National Capital Region.

2.1 Background

Every year, PCH organizes a number of major events as per its mandate and objectives. The Production Services team of the Capital Experiences Branch within Canadian Heritage coordinates service delivery, events planning, concept development, and a large part of event operations.

The following events may be included in the requirement (non-exhaustive list):

- Winterlude
- Canada Day
- Sound and Light Show
- Christmas Lights Across Canada
- Other one-time events under PCH's mandate.

These events take place at various sites in the National Capital Region, in both Quebec and Ontario, including but not limited to Confederation Park, Major's Hill Park, the Rideau Canal Skating Rink, Jacques-Cartier Park, Parliament Hill, LeBreton Flats, and certain roads between official sites. See Attachment 1 of Annex A, Installation Details, for details on the various types of signage and decor.

PCH is responsible for supplying all signage elements, such as corrugated plastic signs, backdrops, banners, curtains and scrims used for the above-mentioned events.

3. Requirements, Tasks and Activities

3.1 Meetings and communications

The Contractor must meet with the PCH Project Authority to obtain documentation demonstrating the scope of work and a work schedule based on all the installation and dismantling for the identified project. The scope of work will consist of a "list of requirements" describing what is required once the information is available, including the date by which each element must be completed.

The Contractor must also attend meetings with PCH stakeholders and the installer to coordinate installation details and schedules.

¹ **Decor:** An integral part of the visual elements to be installed for events (often designed specifically for structures other than Trilite™ and Versatruss™). Elements often used are scrims for loudspeakers, backdrops, small projectors, etc.

Throughout the duration of the Contract, the Contractor will take part in meetings, email exchanges and/or telephone calls with the PCH Project Authority. Through these exchanges, the Contractor will receive updates.

3.2 Installation schedule

The PCH Project Authority will provide the Contractor with a detailed schedule of the installations to be performed. PCH will ensure that the schedule is consistent with the requirements of the event's critical path. The Project Authority will approve the schedule that addresses the needs of the event's production and the installation schedule for all event sites. The Project Authority and the Contractor will validate the feasibility and make any necessary modifications. PCH reserves the right to require certain installations or dismantling at a predetermined time to ensure continuity and delivery, and to avoid jeopardizing other stages in carrying out the event.

The Contractor must consider increasing its installation capacity at specific times of the year, for each year covered by the Standing Offer. The Contractor must also provide last-minute emergency service requiring action within three hours. The Contractor must be reachable and available throughout the duration of the work related to an event, including statutory holidays in Quebec and Ontario, and weekends.

The Contractor must take into account long waiting periods during installation and dismantling, for example due to delays caused by other suppliers or weather events. No additional fees may be charged for such waiting periods.

3.3 Installation procedures

3.3.1 General information

The Contractor must ensure that PCH codes, duly applied to the back of each signage element, comply with sign placement as per the final version of the event site plan provided by PCH.

Some elements must be installed on bridges, buildings or scaffolding structures.

The number and type of elements are listed in Annex G (typical requirement for evaluation purposes).

The Contractor must coordinate and cover costs including but not limited to

- the equipment necessary to carry out the installation or dismantling in a safe manner and in accordance with the labour code of the province where the work is being carried out, both on the ground and at heights
 - personal safety equipment for each employee (jacket, boots, harness, helmet);
 - rope;
 - tools;
 - ladders;
 - vehicles and machinery;
 - cranes;
 - bucket truck;
 - metal cables;
 - steel cable clamps;
 - black bungee cords;
 - Ty-Rap™, white or black (depending on the event and installation); and
 - carabiners.

- Documentation such as

- permits;
 - the qualifications and proof of insurance and training required for the staff working on the project (e.g. work at height permit); and
 - road closure plans, if applicable.
- Installation specifications and procedures.

The Contractor must, at its own cost, re-install or re-attach any element that has been compromised (unless the damage is attributable to uncontrollable circumstances, such as inclement weather or a manufacturing defect).

The Contractor must ensure that all elements are installed safely and in accordance with the production schedule, the site plans and the manufacturing specifications of PCH, the manufacturer or the designer. If the Contractor wishes to propose a different installation method, it must receive prior written approval for that method from the PCH Project Authority.

The Contractor must ensure that it follows PCH's aesthetic and quality standards during installation and dismantling, i.e., cutting and collecting its cable ties (Ty-Rap) and ensuring that it installs undamaged items.

The Contractor must properly fold the banners and signs, if necessary, once they are removed from the structures in order to keep them in good condition during transportation to the PCH warehouse. During transportation, the components must be securely and properly fastened and/or stored to prevent breakage and damage.

3.3.2 Standard elements

Standard elements are defined as signage on structures listed in Attachment 1 of Annex A. These elements are payable by fixed unit prices.

Standard elements make up the vast majority of the signage installed at events. Visual elements are installed on Trilite™ or Versatruss™² type structures, tents or stages previously assembled by other suppliers. Most of the installations will be done on the following structures:

- Towers – 2.4 m, 3.4 m, activity towers
- Barricade signage
- 21' Oriflamme
- Backdrop – Ice sculptures
- Information kiosk
- Stage decor (SL 100 to 350 and SAM550)
- Backdrop – Secondary stage
- Curved entrance arches
- Large and small entrance arches
- Electrical bridge
- Billboard
- Tent banner (7', 17' and 27')
- Bridge banner – Parliament Hill
- Banner on building

² **Trilite/Versatruss:** PCH generally uses aluminum structures known as Trilite, onto which various forms of signage are mounted, including but not limited to coroplast, wood, plastic, banners and canvas. The Trilite structures consist of many parts required to build the necessary structures.

- Banner on bridge
- Photo exhibit

3.3.3 Non-standard elements

Non-standard elements are defined as specific installations for unique event needs. These visual elements (signage and décor elements) are installed on a variety of structures with variable specifications in accordance with the predefined hourly rate for set tasks.

The PCH Project Authority and the Contractor will agree on the number of hours and resources required, and, consequently, the cost of installation.

Hourly rates for non-standard elements include many jobs and types of equipment. See Annex C, Basis of Payment, for a complete list.

The PCH Project Authority agrees to contact the Contractor with any non-standard requests within a reasonable time frame to discuss the installation tasks and needs. All documentation and information relevant to the completion of a non-standard installation (e.g., engineer's specifications) will be provided by the Project Authority. A unique installation procedure for a non-standard request will be developed and agreed upon by the Project Authority, the Supplier and any other person or group involved in the request.

3.3.4 Items that are not part of the Standing Offer

These items are defined as work/installations that are not listed in Attachment 1 of Annex "A" and are not considered non-standard elements.

The PCH Project Authority will request a cost estimate from the Contractor detailing the request based on artistic needs. PCH will provide installation drawings and instructions. If the estimate provided by the Contractor exceeds the budget allocated to the project, the PCH Project Authority reserves the right to refuse and call for proposals from other suppliers. The Contractor may also bid on that call for proposals.

The following are examples of items that are not part of the Standing Offer:

- 1- Installation of large-format light cubes requiring the use of a flatbed truck and forklift. The installation may also require the services of a certified electrician and verification by a competent authority (SA&A), which must be covered by the Supplier.
- 2- Cladding of buildings or trailers requiring several hours of work and more specific expertise.

These items and installations sometimes require a greater workload and/or more time, as well as specific equipment not required in the Standing Offer. The Contractor may submit an estimate based on the need for the installation and the information provided by the PCH Project Authority. PCH also reserves the right to approach other suppliers for those requirements that are not part of the Standing Offer.

3.4 Visual details of the installations

For more details, see Attachment 1 of Annex "A", Installation Details.

3.5 Installation dates (estimated)

3.5.1 Canada Day

Installation must take place between June 10 and 30 (with the exception of certain items that can be installed on July 1). The Contractor should expect a work overload on June 29 and 30. Tear-down begins on July 2 in the morning and must be completed by July 7.

3.5.2 Winterlude

Installation must take place between early January and early February (can vary depending on the event's start date). If needed, some installations may also take place in late December and during Winterlude activities. Tear-down must be completed by the Friday following the last weekend of Winterlude.

3.5.3 Christmas Lights Across Canada

Installation must be done in two parts: three-quarters of the work is to be done during the third week of November, and the rest of the work, for the ceremony, is to be completed on the first Wednesday in December. Dismantling takes place in early January, once the program is over.

3.5.4 Other events

For all other events, PCH will give the Contractor a reasonable time frame based on the number of signage elements to be installed.

3.6 Transportation

The Contractor must collect all signage from the departmental warehouse at 84 Bayview Station Road, Ottawa, between the hours of 7:30 a.m. and 3:30 p.m., Monday to Friday. Upon arrival, the Contractor must announce itself at one of the entrances so that the warehouse staff can greet and assist. The Contractor must transport these materials to their respective installation sites and provide their return transportation after each event. The Contractor is not permitted to store any signage elements and/or related parts in its private warehouse without prior approval from the Project Authority.

If items are damaged or lost in transit by the Contractor, both on the outbound and return trips, the Contractor will be responsible for the cost of reproduction and all related expenses. The PCH Project Authority must be notified as soon as possible in order to take the necessary actions.

Since some signage elements must be produced or reproduced in preparation for each event and the receipt of visual elements may be sporadic, the PCH Project Authority will notify the Contractor as soon as a new element is to be received in order to allow the Contractor to pick up the element. The PCH Project Authority will also communicate to the Contractor any unforeseen delays or changes to the elements production schedule.

4. PCH's obligations

- PCH agrees to provide the production schedule and installation plans in a reasonable time frame ahead of the event. PCH must also inform the Contractor of any changes or contingencies as early as possible.
- PCH must ensure good communication between the various parties (PCH, the Contractor and its employees, other contractors if applicable) to ensure that the installations and dismantling go smoothly.
- PCH agrees to be available for questions, emergencies and more complex installations.
- PCH agrees to notify and speak to the Contractor within a reasonable time frame about any projects involving non-standard elements, and to share as much information and documentation (e.g. engineer's specifications) as possible in order to complete the project.

5. Contractor's obligations

- a) Provide qualified and certified staff to transport, install and dismantle all types of signage described in Annex G (typical need for evaluation purposes).
- b) Provide machinery, have access to vehicles and any equipment necessary to complete the work and to carry out the transportation, installation and dismantling of all types of signage described in Annex G (typical need for evaluation purposes).
- c) The Contractor must be licensed and trained to work in both Ontario and Quebec.
- d) The Contractor must provide last-minute emergency service requiring action within three (3) hours. The Contractor must be reachable and available throughout the duration of the work on an event, including statutory holidays in Quebec and Ontario, and weekends.
- e) The Contractor must be reachable and available throughout the duration of the work on an event, including statutory holidays in Quebec and Ontario, and weekends.
- f) The Contractor must abide by installation and safety standards and PCH's aesthetic standards and norms. The Contractor must also follow the production schedule and installation plans for each site by adhering to panel codes.
- g) The Contractor must, at its own cost, re-install or re-attach any item that has been compromised (unless the damage is attributable to uncontrollable circumstances such as inclement weather or a manufacturing defect).
- h) The Contractor must ensure that all of its employees wear standard-compliant safety equipment when performing work on roads or installations at heights.
- i) The Contractor must report and document any gaps or weaknesses with respect to health and safety that could compromise the installations or the safety of its employees or visitors.

6. Official languages and aesthetic standards

Signage is produced in both official languages (French and English) of Canada. Installations must comply with the language rules applicable in both provinces named in the Contract. PCH will ensure appropriate distribution of signage depending on event location and linguistic content.

PCH's corporate identity standards must be strictly adhered to. These standards will be provided by the PCH Project Authority in advance.

The Contractor must ensure that PCH's aesthetic and quality standards are respected. The Contractor must clean up the site after installation and dismantling, cut and collect excess cable ties (Ty-Rap) if necessary, and ensure that undamaged items are installed.

7. Occupational health and safety

When performing work for PCH, the Contractor must comply with federal, provincial and municipal occupational health and safety legislation. When federal, provincial or municipal provisions treat the same subject matter differently, the Contractor must comply with the strictest provision.

The Contractor will be responsible for all costs resulting from compliance with federal, provincial and municipal occupational health and safety legislation.

The Contractor must ensure that all of its employees wear standard-compliant safety equipment when performing work on roads or installations at heights.

By agreeing to do the work stipulated in this Statement of Work, the Contractor acknowledges that it has been informed by PCH that the site on which it will carry out the work may be considered a "construction site" in accordance with federal, provincial or municipal legislation and that the Contractor may be subject

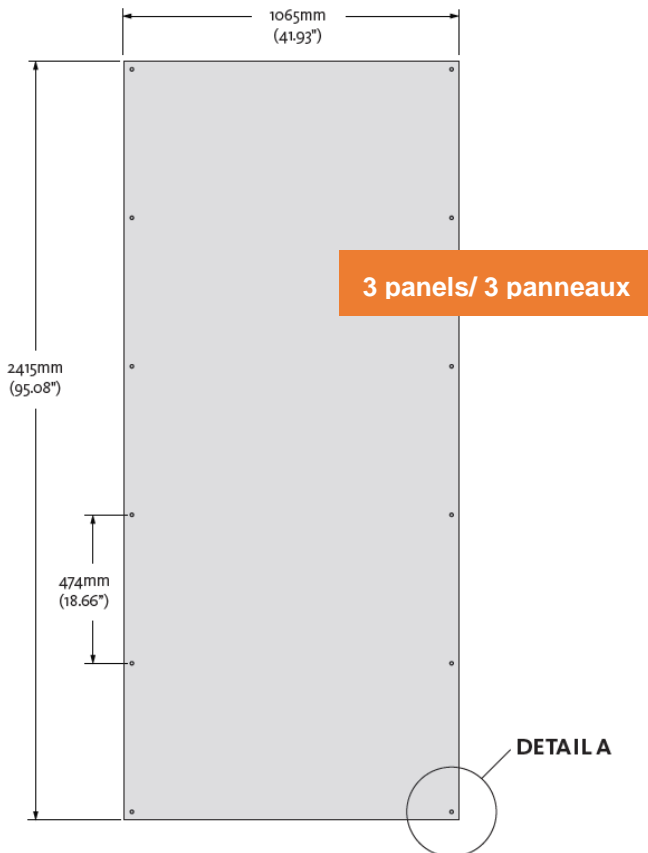
to all federal, provincial and municipal legislation relating to occupational health and safety in the construction industry.

The Contractor must report and document any gaps or weaknesses with respect to health and safety that could compromise the installations or the safety of its employees or visitors.

Attachment 1 to Annex A / Pièce jointe 1 de l'annexe « A »

Installation Details / Détails installations

1- 2.4 m tower / Tour 2,4 m

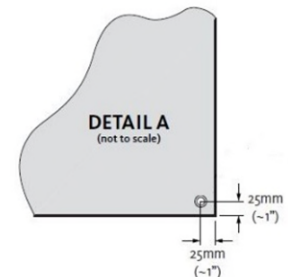


Specifications

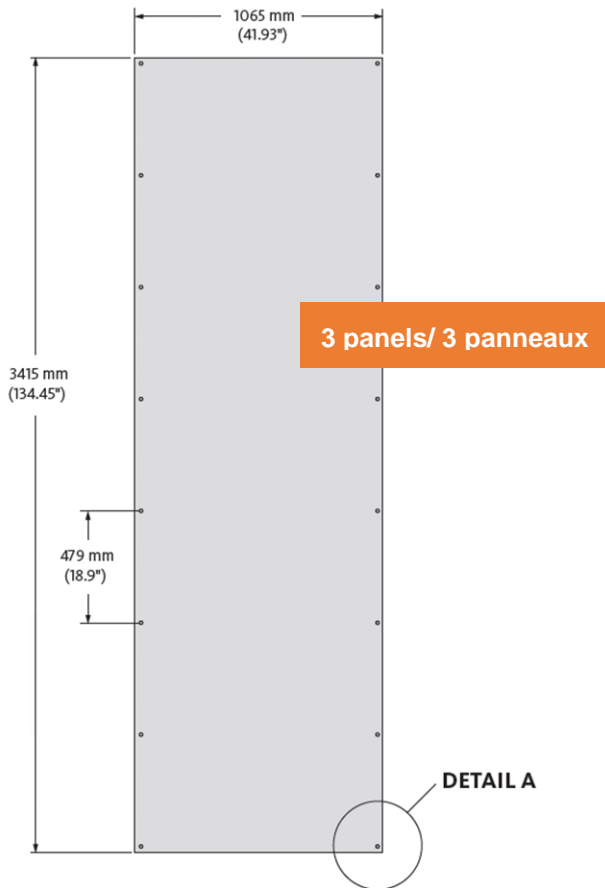
- The use of equipment to work in height is needed
- Ty Rap TM

Spécifications

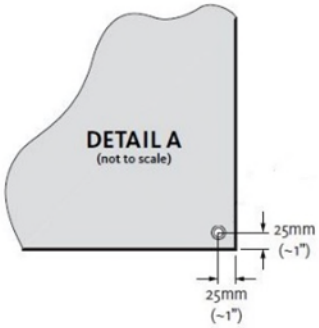
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Ty Rap TM



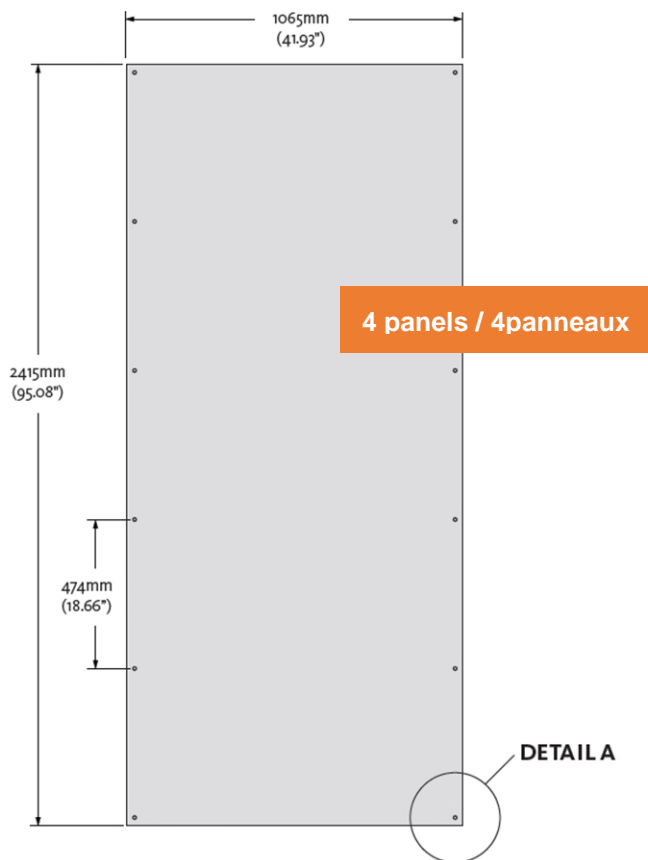
2- 3.4 m tower / Tour 3,4 m



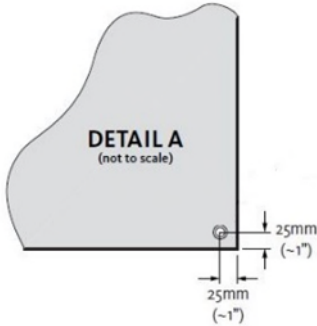
- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap™
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap™



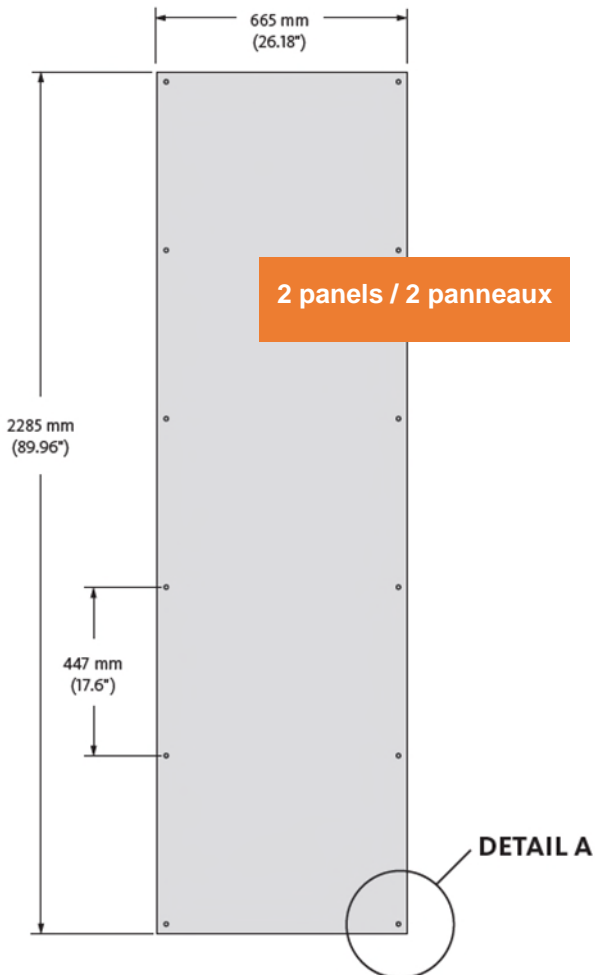
3- Box truss / Tour à montant carré



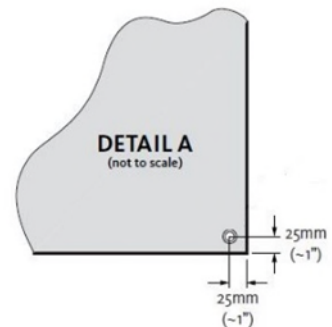
- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap™
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap™



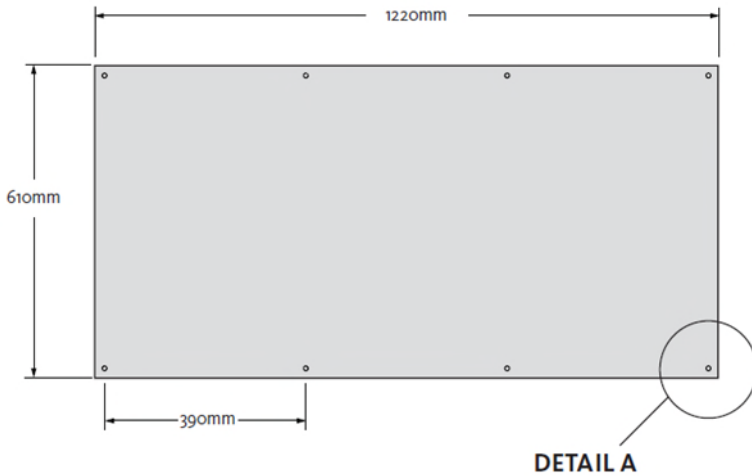
4- Small Activity tower / Petite tour d'activité



- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap™
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap™



5- Barricade sign / Signalisation pour barricade

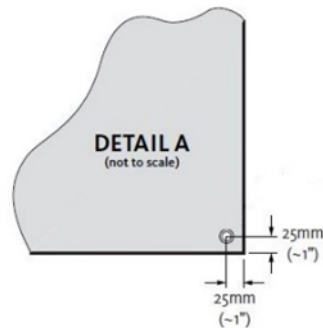


Specifications

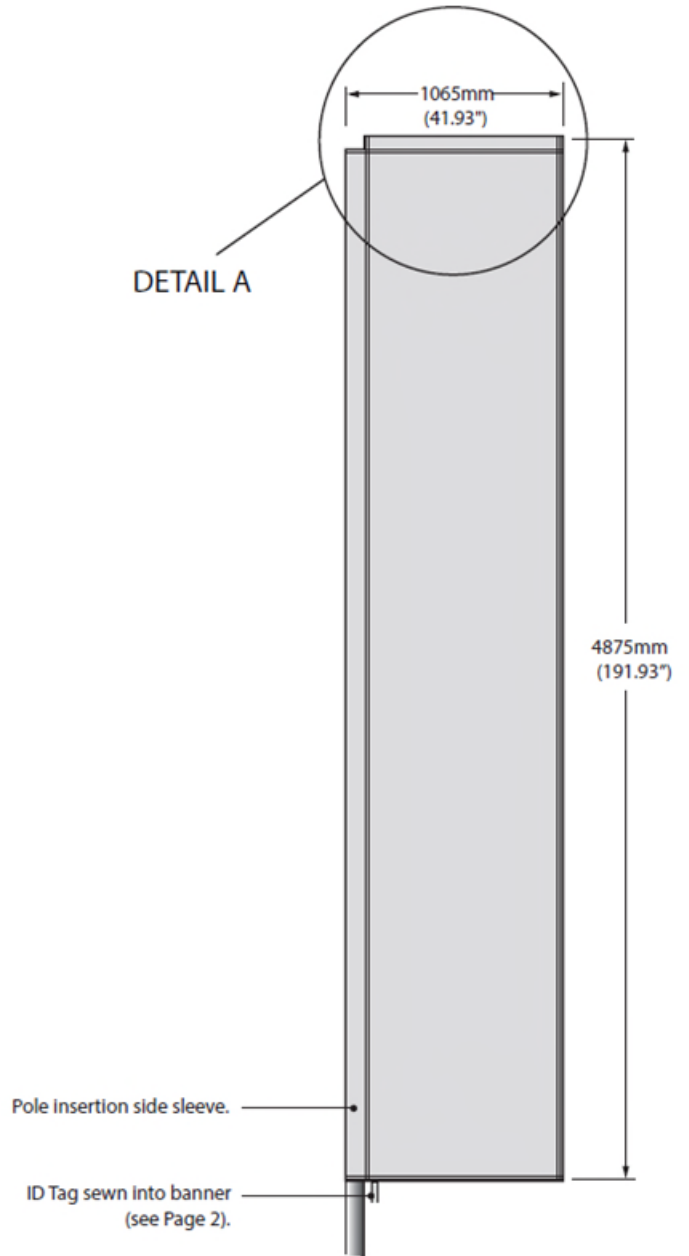
- Ty Rap™

Spécifications

- Ty Rap™



6- Feather banner - 21' - Oriflamme



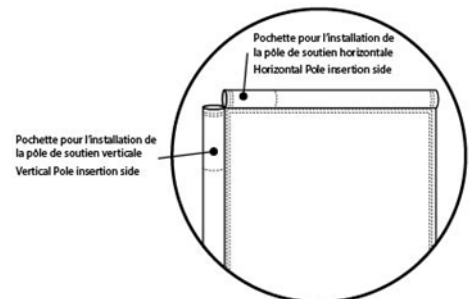
Specifications

- The use of equipment to work in height is needed
*if installation on snow wall

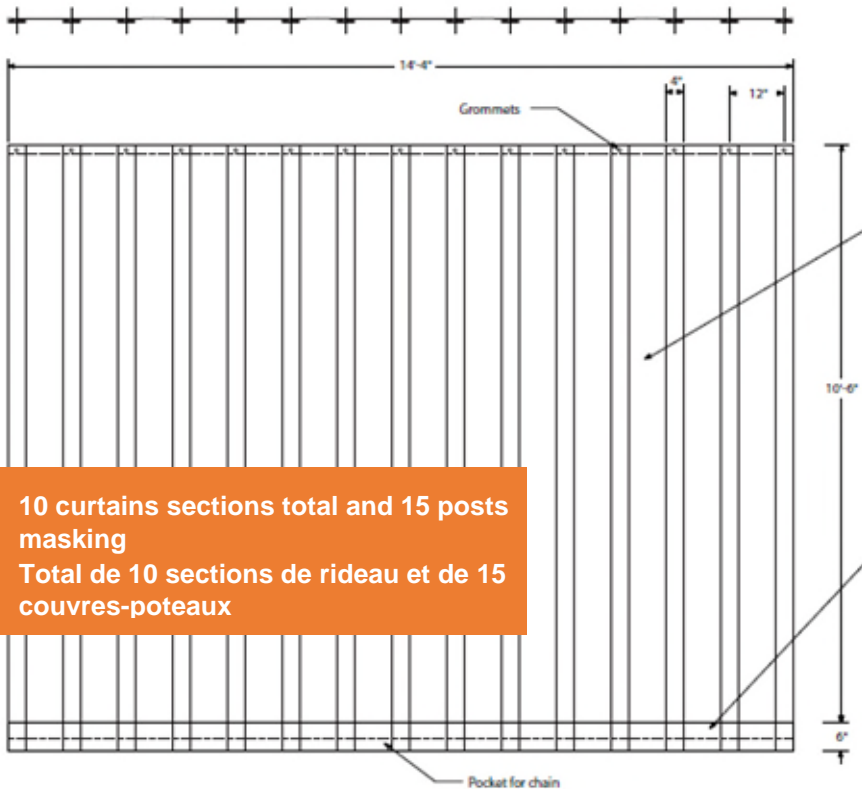
Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
*si installation sur mur de neige

DETAIL A



7- Curtains for Ice sculpture tent / Rideau de fond - Sculptures de glace



- 10 curtains sections total and 15 posts masking
- Total de 10 sections de rideau et de 15 couvres-poteaux

Specifications

- The use of equipment to work in height is needed
- Metal air craft cable and turnbuckles are required

Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- L'utilisation de câble de métal et de tendeurs sont requis

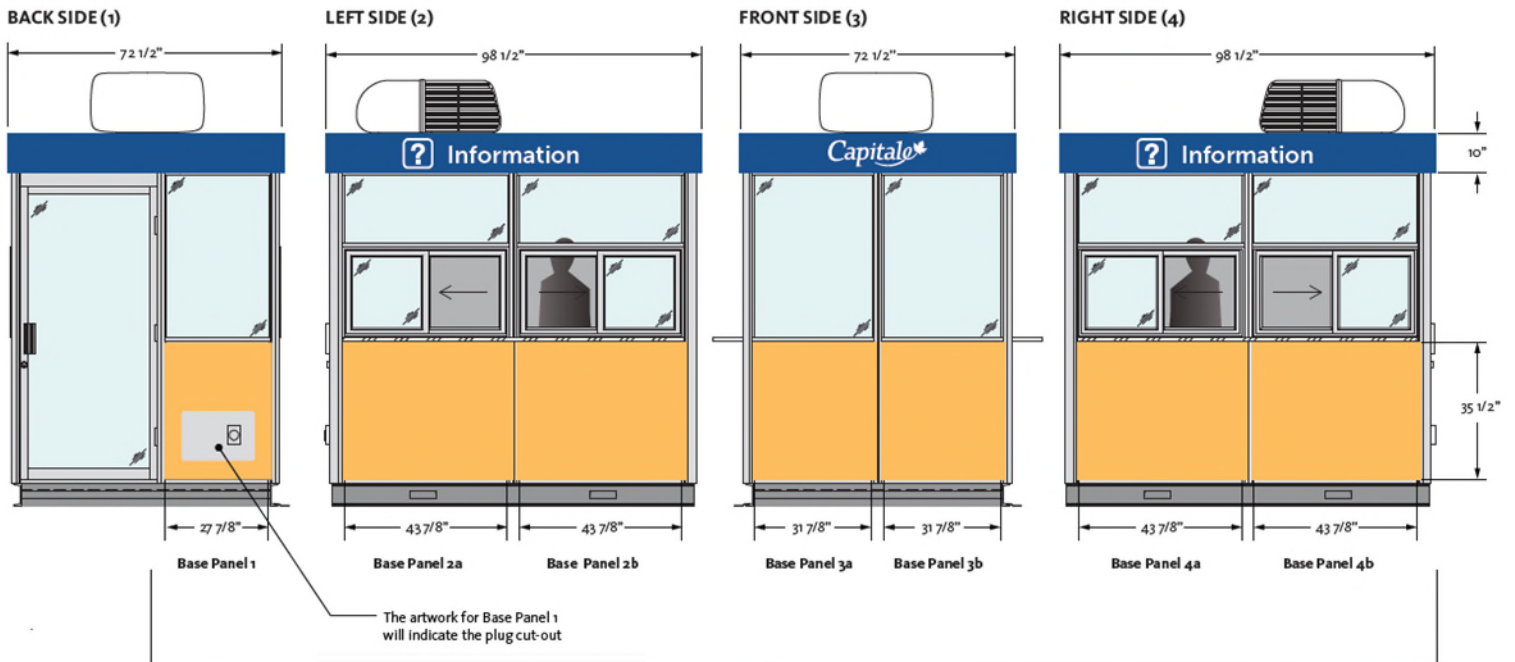
8- Kiosque d'information / Information kiosk

Specifications

- The use of equipment to work in height is needed

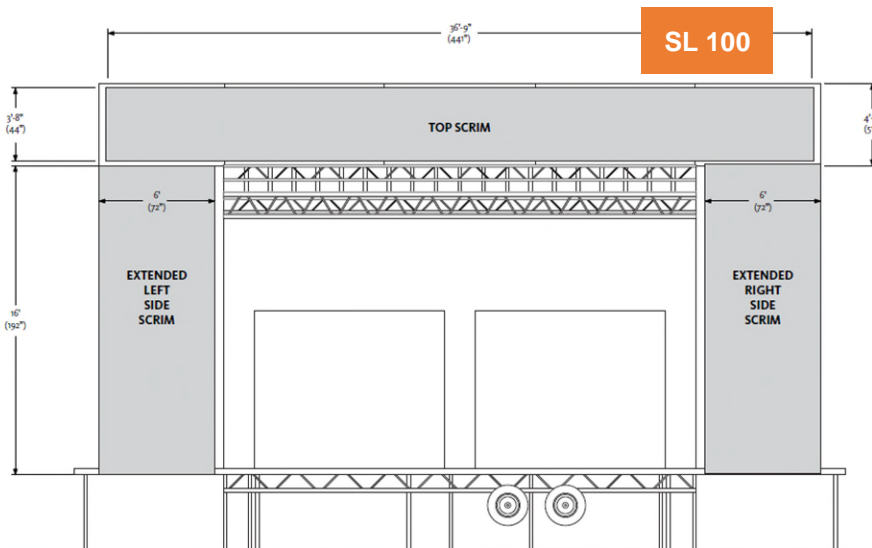
Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire



ALL base panels are reversible
 (allows for 2 event dressings)

9- Stage SL 100 to 350 (or equivalent) / Scène - SL 100 à 350 (ou équivalent)



Specifications

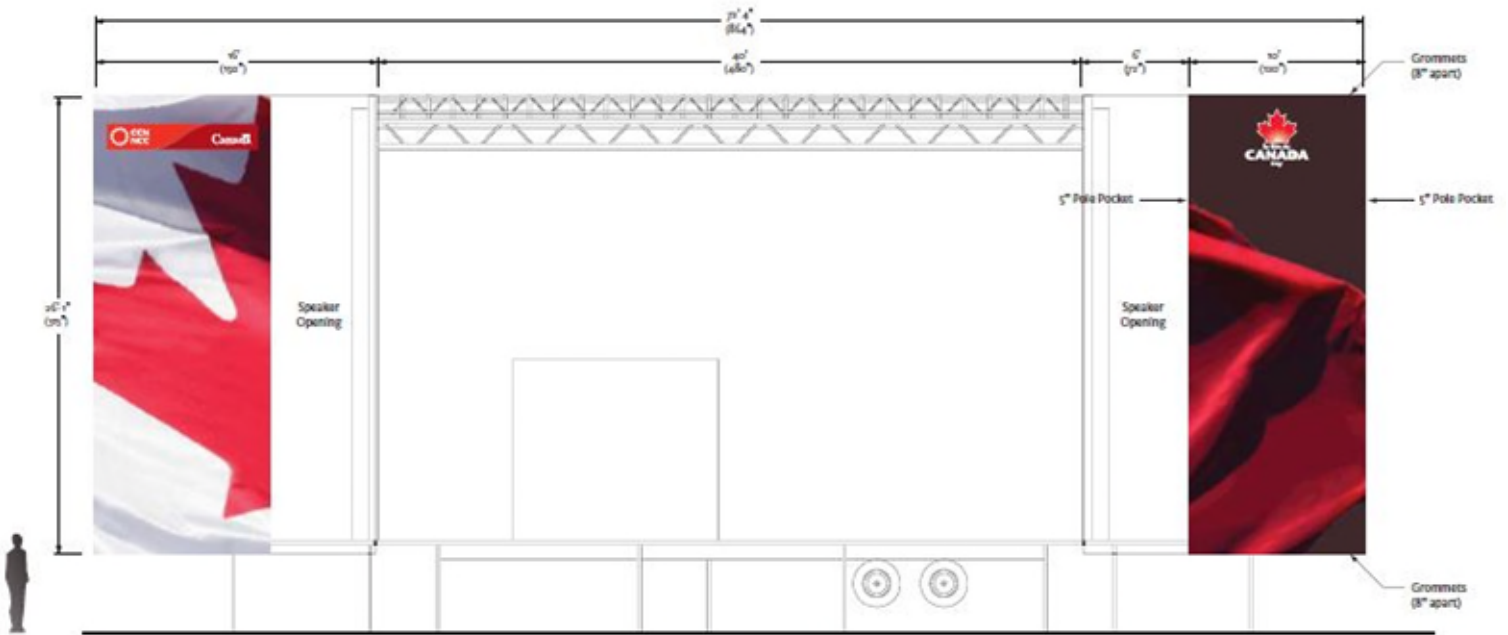
- The use of equipment to work in height is needed
- May require metal air craft cable and turnbuckle
- Ty Rap™

Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Peut nécessiter l'utilisation de câble de métal et tendeur
- Ty Rap™



SL 350

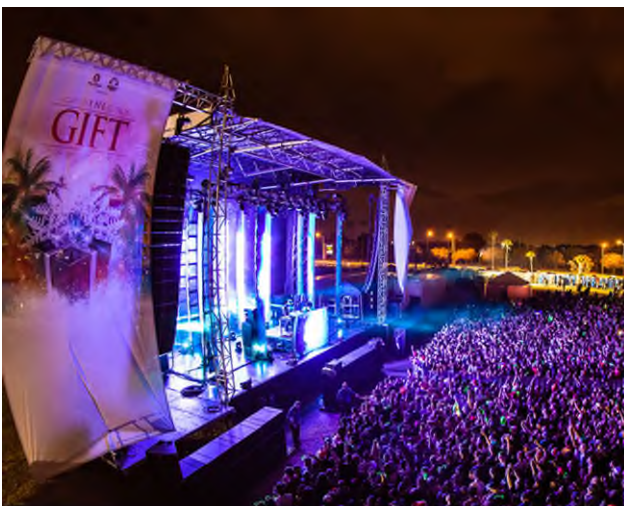


FRONT ELEVATION

SL 350



10- Stage SAM 550 (ou équivalent) / Scène - SAM 550 (or equivalent)

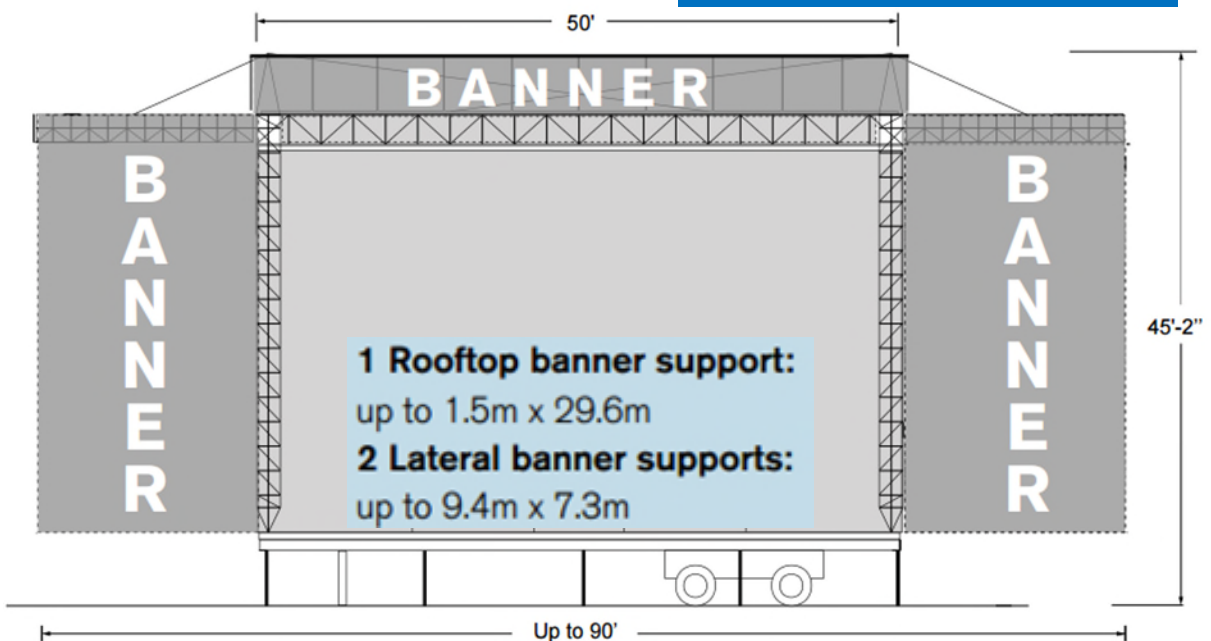


Specifications

- The use of equipment to work in height is needed
- May require metal air craft cable and turnbuckle
- Ty Rap TM

Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Peut nécessiter l'utilisation de câble de métal et d'un tendeur
- Ty Rap TM



11- Secondary stage backdrop - 12' x 8' - Toile de fond - scène secondaire



Specifications

- The use of equipment to work in height is needed
- Ty Rap TM

Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Ty Rap TM

12- Small or large arch / Petite ou grande arche

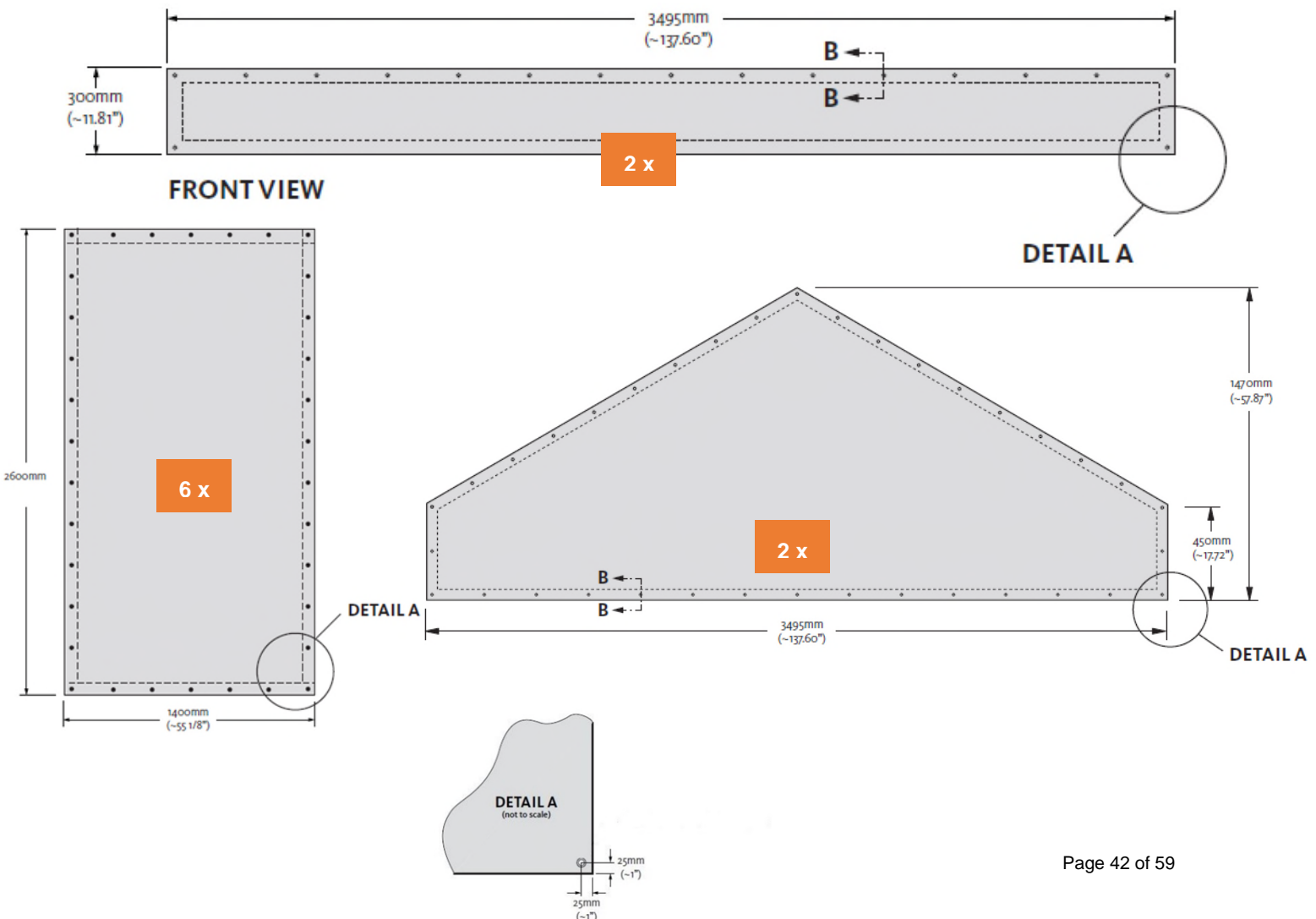


Specifications

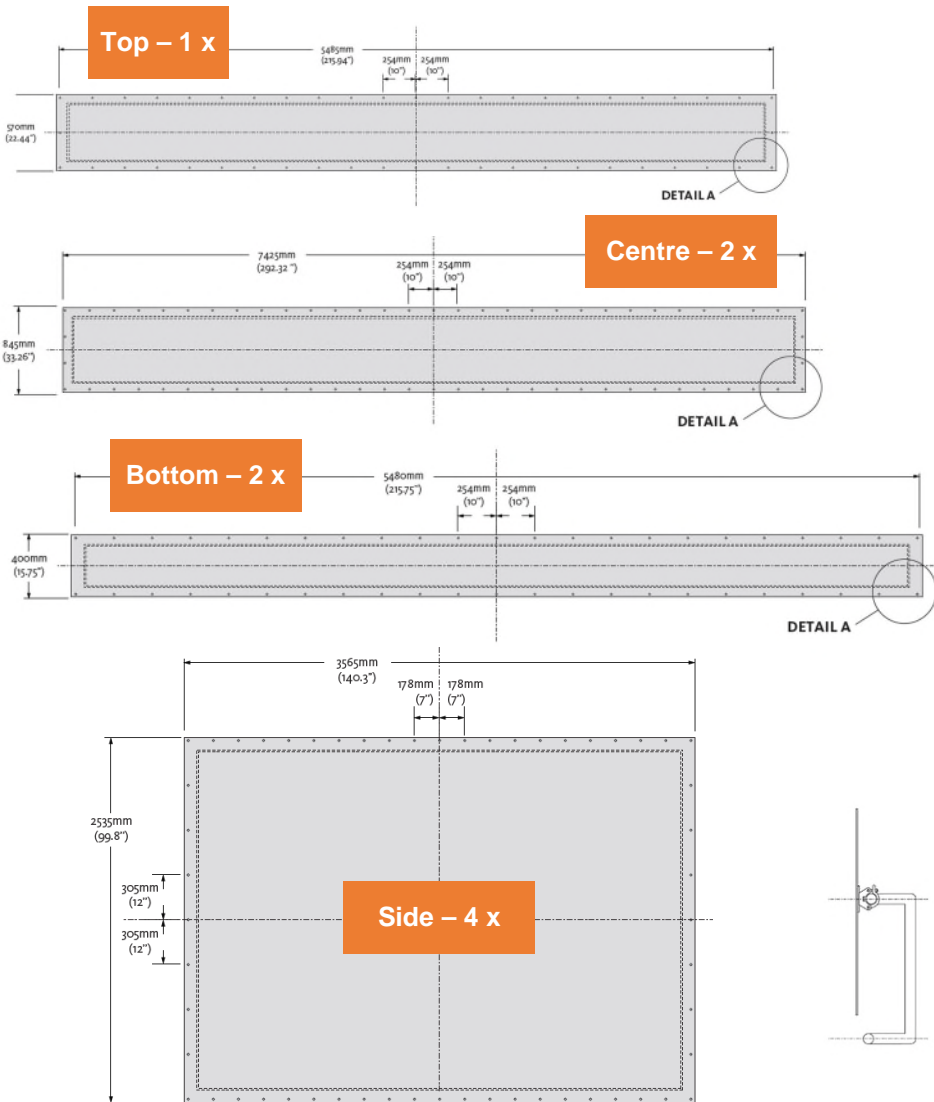
- The use of equipment to work in height is needed
- Ty Rap™

Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Ty Rap™



13- Curved arch / Arche courbée

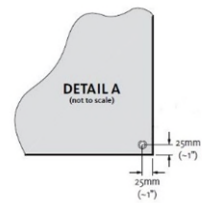


Specifications

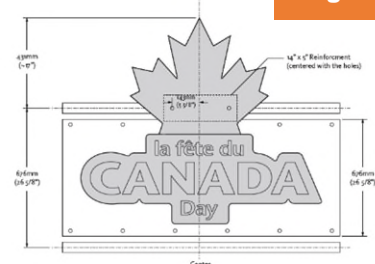
- The use of equipment to work in height is needed
- Ty Rap™

Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Ty Rap™



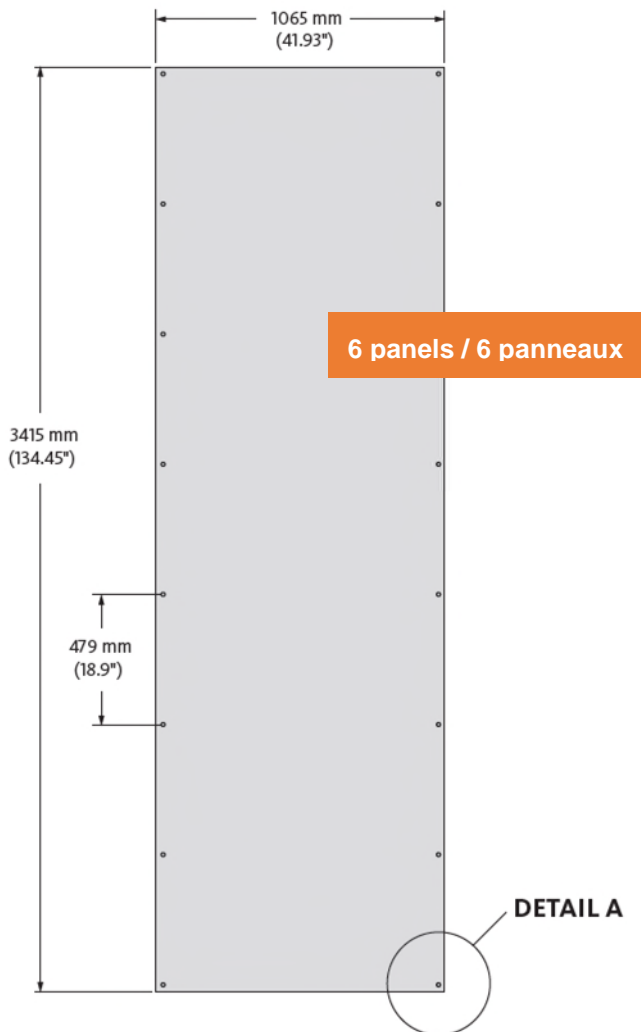
Logo cut out - 2 x



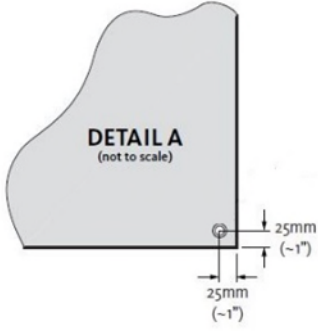
13- Electrical bridge / Pont électrique



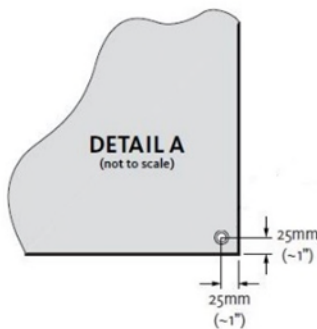
There is also a top section – 10' long by 1' ½ high
 Comprend aussi une section du haut – 10' de long par 1' ½ de haut



- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap™
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap™



14- Billboard / Panneau d'affichage



- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap™
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap™

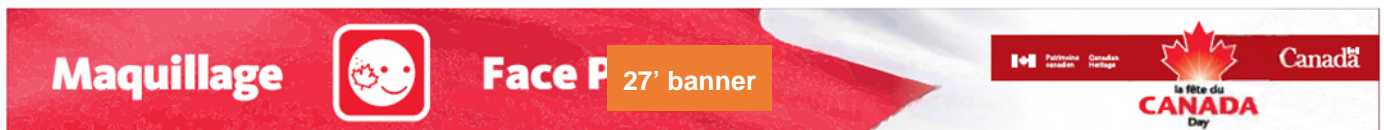
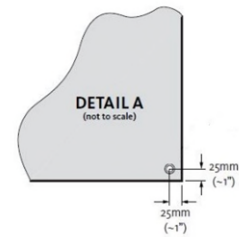
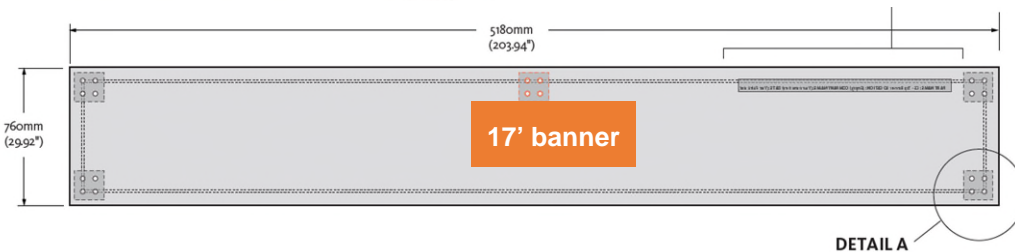
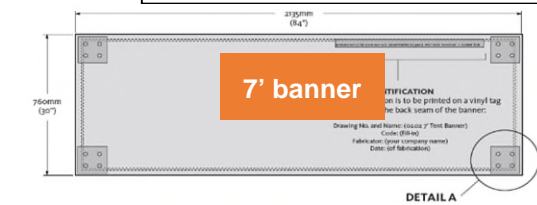
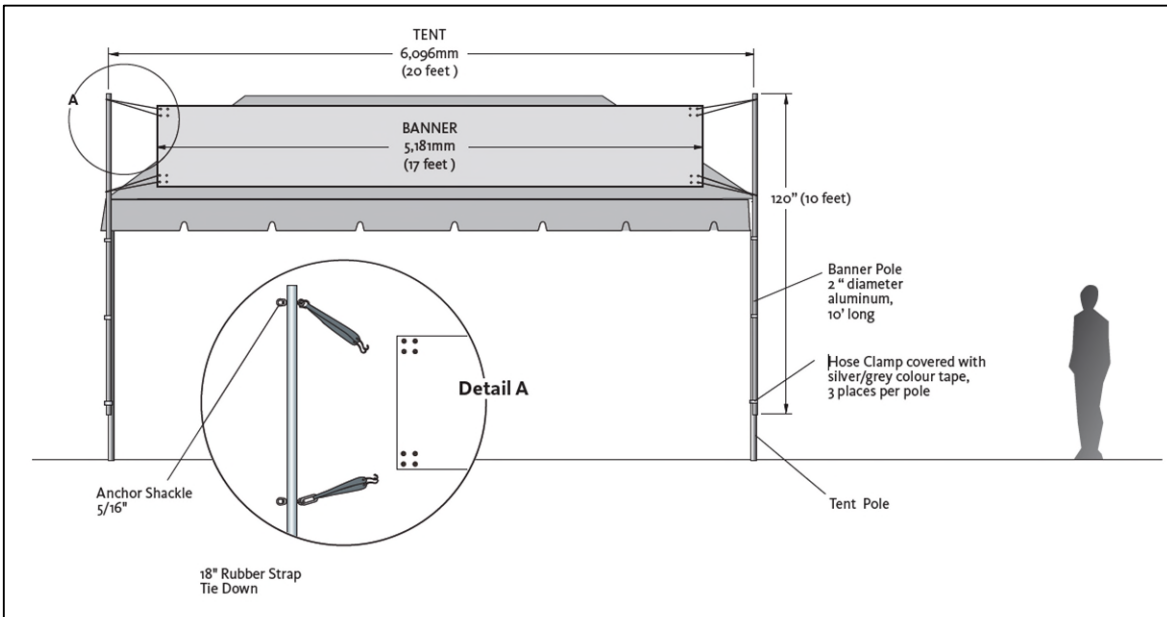
**15- Tent banner - 7' - Bannière de tente / Tent banner - 17' - Bannière de tente /
 Tent banner - 27' - Bannière de tente**

Specifications

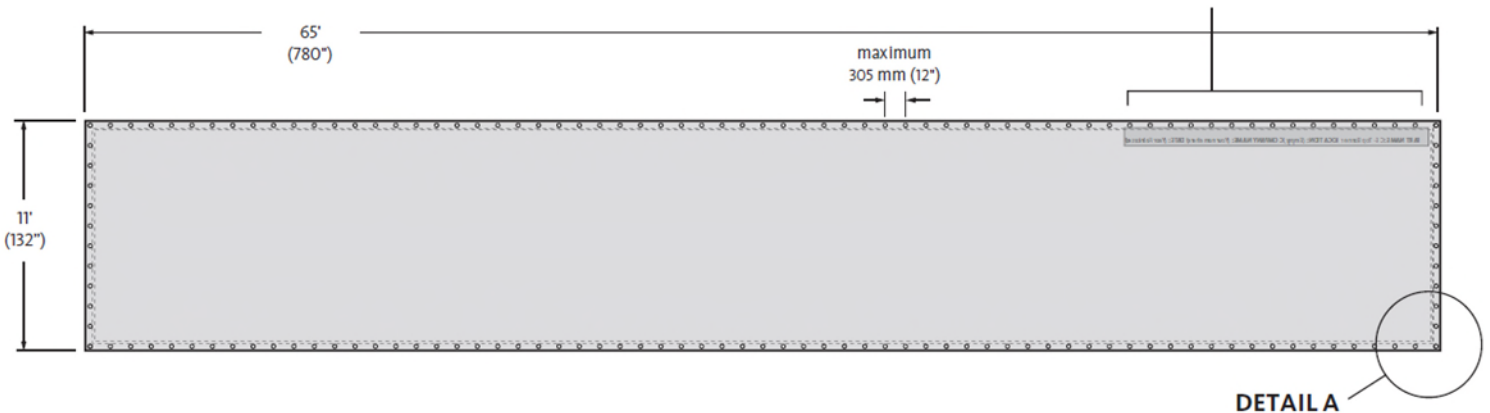
- The use of equipment to work in height is needed
- Ty Rap™, black elastic (bungee type) and plumber strap

Spécifications

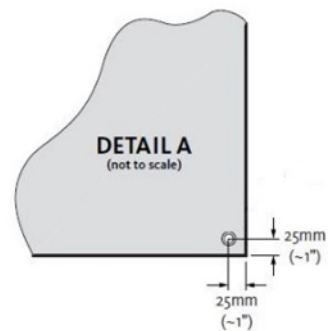
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Ty Rap™, élastique noir (style bungee) et sangle de plombier



16- Parliament Hill - Bridge banner / Bannière de pont - Colline du Parlement



- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap TM
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap TM



17- Banner on building / Bannière sur édifice

Specifications

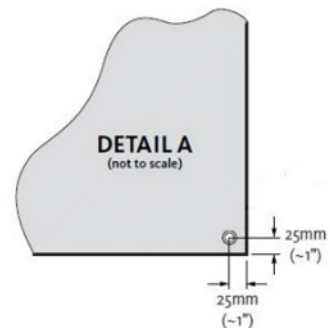
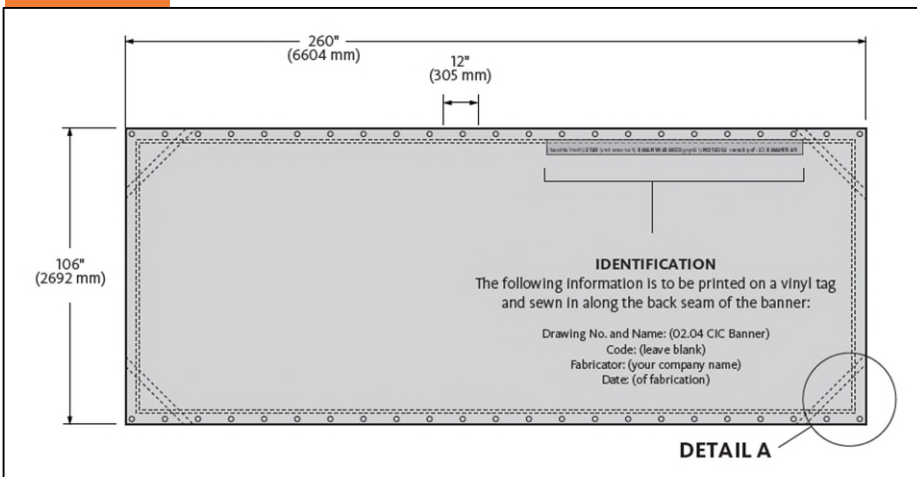
- The use of equipment to work in height is needed
- Ty Rap™, metal air craft cable, turnbuckle, black elastic (bungee type), sash cord

Spécifications

- L'utilisation d'équipement pour travailler en hauteur est nécessaire
- Ty Rap™, fil de métal (air craft), tendeur, élastique noir (type bungee), corde (type sash cord)

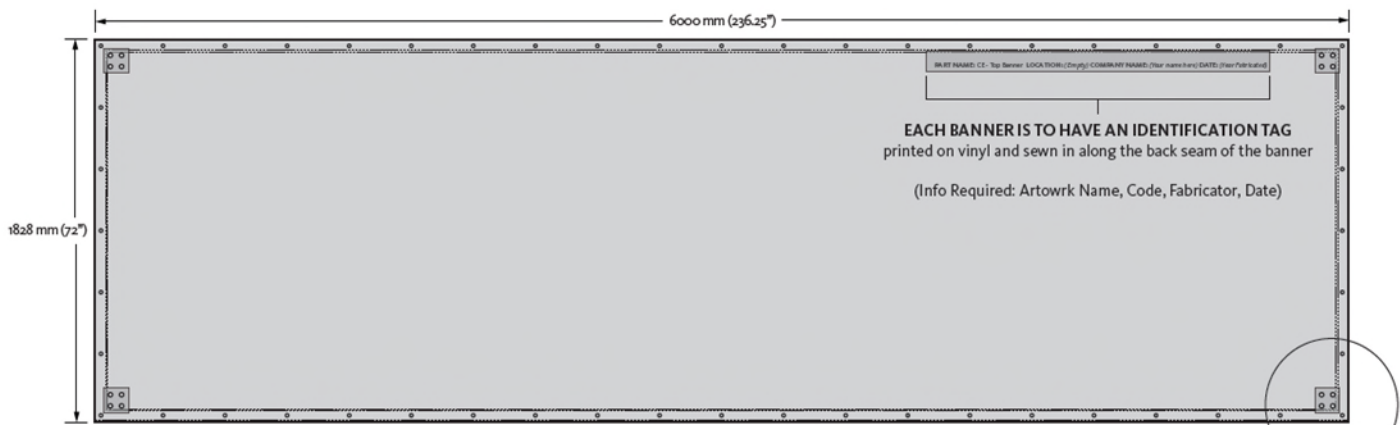


CIC Banner

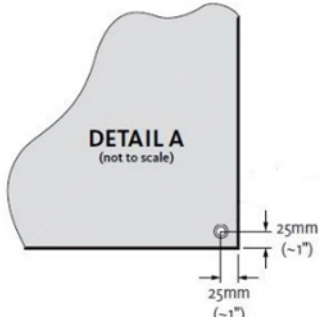


18- Banner on bridge (vinyl) / Bannière sur pont (vinyle)

- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap™, metal air craft cable, turnbuckle
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap™, fil de métal (air craft), tendeur



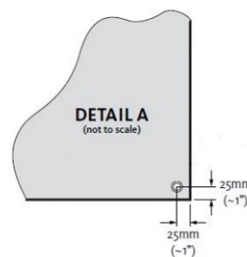
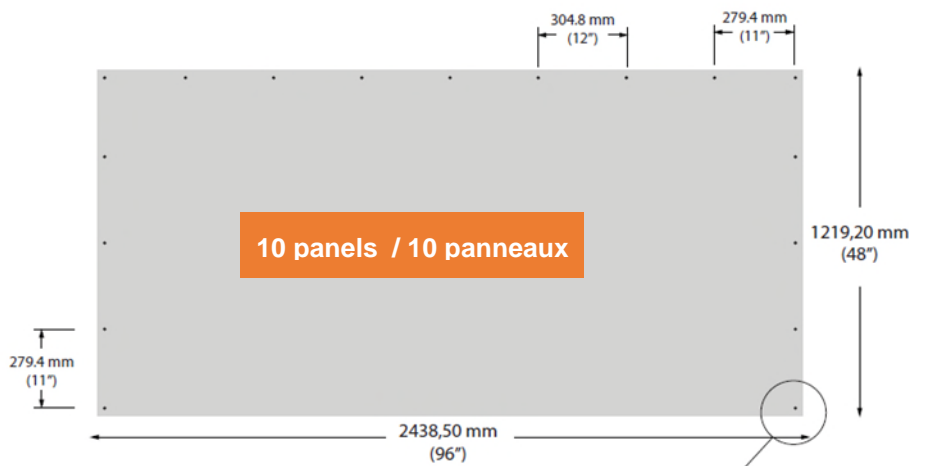
DETAIL A



19- Photo exhibit / Structure photo



- Specifications**
- The use of equipment to work in height is needed
 - Ty Rap TM
- Spécifications**
- L'utilisation d'équipement pour travailler en hauteur est nécessaire
 - Ty Rap TM



ANNEX “B”

MANDATORY EVALUATION CRITERIA

1. Mandatory technical requirements

- a. The Offeror must comply with all mandatory technical criteria and conditions listed in this request for standing offer (RFSO).
- b. Each offer will be reviewed to ensure that it meets the mandatory criteria below. Any element of the RFSO that is specifically identified by the words “must” or “mandatory” is a mandatory requirement. Offers that do not meet all the mandatory requirements 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. Where a mandatory requirement asks an Offeror to “demonstrate” in order to be responsive, the technical offer must explain or show how the Offeror meets the criteria set out in the mandatory requirement. The justification must not simply repeat the requirements, but must explain/demonstrate how the Offeror will meet the requirements. A statement that the Offeror is compliant with the requirement is not sufficient. If Canada determines that the justification is insufficient to explain/demonstrate how the Offeror meets a mandatory requirement, the offer will be considered non-responsive and be rejected.

1.1 Mandatory Technical Criteria (MTC)

Installation/Dismantling of Signage and Decor				
Item No.	Mandatory Requirements	Meets	Does not meet	Cross-Reference in the Offer
MTC1	<p>The Offeror must provide details and descriptions of a minimum of two (2) projects completed in the six (6) years preceding the closing date of this RFSO, clearly demonstrating its experience with large-scale events* that meet all the requirements of Annex A, Statement of Work, for the following:</p> <ul style="list-style-type: none"> - Transportation, installation and dismantling at outdoor sites (all seasons) for Canadian Heritage (PCH) event signage; and, - Compliance with plan specifications and schedules. <p>Each project description must include</p> <ul style="list-style-type: none"> • the client’s name, phone number and email address; • a description of the work; • the location of the work; and, 			

	<ul style="list-style-type: none"> the dates on which the work was performed (from yyyy-mm-dd to yyyy-mm-dd). <p>* “large-scale events” means the provision of at least 100 signage units simultaneously within a period of five (5) working days.</p>			
MTC2	The Offeror must provide all prices for each item specified in the Basis of Payment (Annex “C”).			

ANNEX "C"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the Basis of Payment (Annex "C") for the work performed under the call-ups against the standing offer (the "Contract"). Customs duties are included and applicable taxes are extra.

1.1 Standard Elements (Elements 1 to 21)

The Contractor shall be paid according to fixed prices for structure type. This price includes, but is not limited to:

- Transportation to and from* sites and to the warehouse related to installation and dismantling (includes transportation of staff, equipment, heavy equipment, materials and tools);
- All pre-production work;
- Meetings;
- Installation;
- Dismantling;
- Equipment required to complete the installation according to specifications;
- Heavy equipment required to complete the installation according to specifications;
- Materials;
- Tools;
- Staff, including waiting periods.

1.2 Non-standard Elements

The Contractor shall be paid according to an hourly rate for the installation, dismantling or maintenance of non-standard elements. These hourly rates include, but are not limited to:

- Transportation to and from* sites and to the warehouse related to installation and dismantling (includes transportation of staff, equipment, heavy equipment, materials and tools);
- One (1) vehicle (truck or minivan);
- Two (2) staff including waiting periods;
- All pre-production work;
- Meetings;
- Installation;
- Dismantling;
- Equipment required to complete installation according to specifications;
- Heavy equipment required to complete the installation according to specifications;
- Materials;
- Tools.

***Transportation to and from:** All costs related to transporting elements from the warehouse to the sites and their return to the warehouse after each event.

Note: No additional charges may be incurred for additional transportation services (that is, the Contractor may have to make several trips to the warehouse during an event to pick-up or drop off elements or parts).

(Complete the attached price spreadsheet grid, Attachment 1 to Annex "C")

ANNEX "D"
OFFER OF SERVICES FORM
INSTALLATION AND DISMANTLING OF SIGNAGE AND DECOR

<i>(to be filled in by Offeror)</i>					
Offeror's full legal name					
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name				
	Title				
	Address				
	Telephone #				
	Fax #				
	Email				
Offeror's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>					
Offeror's GST/HST number					
Tax rate to be charged on any resulting contract	Specify percentage: _____ %				
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)					
Former Public Servants See the Article in Part 2 of the Request for Standing Offer for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"				
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"				
Security Clearance Level of Bidder i. Offeror's (Company) name and full address as they appear on the security clearance application: ii. Security clearance level granted and file number: iii. Expiry date:	i.				
	Designated Organization Screening (DOS) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> </table> Specify file number:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
	Facility Security Clearance (FSC) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> </table> Specify file number:	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Document Safeguarding Capability (DSC) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
iii.					

Security Clearance Level of Offeror's Individual Resources <i>[add additional resources on another page, if required]</i>	
i. Name of Individual as it appears on security clearance application:	i.
ii. Level of security clearance obtained and expiry date:	ii.
iii. Security Screening Certificate and Briefing Form file number	iii.
iv. Name of Department from which security clearance was obtained	iv.
<p>On behalf of the Offeror, by signing below, I confirm that I have read the entire Request for Standing Offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:</p> <ol style="list-style-type: none"> 1. The Offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO; 2. This Offer is valid for the period requested in the RFSO; 3. All the information provided in the Offer is complete, true and accurate; and 4. If the Offeror is awarded a Standing Offer, it will accept all the terms and conditions set out in Part 7 -Resulting Standing Offer and Contract (call-up) Clauses included in the bid solicitation. 	
Signature of Authorized Representative of Offeror	
Signature : _____	Date : _____

ANNEX "E"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000.00 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX "F"

942 CALL-UP AGAINST A STANDING OFFER FORM

Item No. Article n°		Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Ext. Price Prix prévu
<p>Special Instructions - Instructions spéciales 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 stipulés 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.</p>							

ANNEX "G"

TYPICAL REQUIREMENT FOR FINANCIAL EVALUATION PURPOSES

Annex G **must not** be filled out by the offeror. The Standing Offer Authority will complete Attachment 1 to Annex "G" based on figures provided by the offeror in Attachment 1 to Annex "C"

(See separate spreadsheet, Attachment 1 to Annex "G")