



## CANADIAN HERITAGE REQUEST FOR STANDING OFFERS

<b>Title</b>	Transportation, installation, maintenance and removal of Digital Signage Towers for Capital Experience events in the National Capital Region.
<b>Request for Standing Offer Number</b>	10231896
<b>Request for Standing Offer Date</b>	2023-12-12
<b>Request for Standing Offer closing date and time</b>	(2024-02-14) 14:00 EST <u>OR</u> EDT
<b>Standing Offer Authority</b>	Marc-André Valin 15 Eddy Street, Gatineau (QC), K1A 0M5 819-661-7894 <a href="mailto:Contrats-contracting@pch.gc.ca">Contrats-contracting@pch.gc.ca</a>

**Offer to Canadian Heritage**

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

<b>Offeror’s Legal Name and Address</b> (Ensure the Offeror’s complete legal name is properly set out)	
<b>Offeror MUST identify the name and title of the individual authorized to sign on behalf of the Offeror</b>	Name: Title:
<b>Telephone Number</b>	
<b>E-mail Address</b>	

On behalf of the offeror, by signing below, I confirm that I have read the entire Request for Standing Offer(s) (RFSO) including the documents incorporated by reference into the RFSO and I certify that:

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 issued a Standing Offer, it will accept all the terms and conditions set out in Part 7A – Standing Offer and Part 7B - Resulting contract clauses, included in the RFSO.

Signature of Authorized Representative of the Offeror	Date

PART 1 – GENERAL INFORMATION..... 4

1.1 Introduction..... 4

1.2 Summary ..... 5

1.3 Debriefings ..... 5

1.4 Canadian International Trade Tribunal (CITT)..... 5

PART 2 – OFFEROR INSTRUCTIONS..... 6

2.1 Mandatory Requirements..... 6

2.2 Standard Instructions, Clauses, and Conditions..... 6

2.3 Submission of Offers..... 7

2.4 Former Public Servants ..... 7

2.5 Enquiries – Request for Standing Offers ..... 9

2.6 Applicable Laws .....10

2.7 Bid Challenge and Recourse Mechanisms.....10

2.8 Terms and Conditions.....10

PART 3 – OFFER PREPARATION INSTRUCTIONS.....11

3.1 Offer Preparation Instructions .....11

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION .....13

4.1 Evaluation Procedures.....13

4.2 Basis of Selection .....13

ATTACHMENT 1 TO PART 4 – MANDATORY CRITERIA .....14

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....15

5.1 Certification Required with the Offer .....15

5.2 Certifications Prior to Issuance of a Standing Offer and Additional Information .....15

ATTACHMENT 1 TO PART 5 – ADDITIONAL INFORMATION .....17

PART 6 – SECURITY AND OTHER REQUIREMENTS .....20

6.1 Security Requirements.....20

6.2 Insurance Requirements.....20

PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES .....21

A. STANDING OFFER.....21

7.1 Offer .....21

7.2 Security Requirements .....21

7.3 Standard Clauses and Conditions .....21

7.4 Term of Standing Offer .....21

7.5 Authorities .....22

7.6 Proactive Disclosure of Contracts with Former Public Servants.....23



7.7 Identified Users .....23

7.8 Call-up Procedures.....23

7.9 Non-Standing Offer Items.....23

7.10 Call-up Instrument.....23

7.11 Priority of Documents .....23

7.12 Certifications and Additional Information.....24

7.15 Applicable Laws .....24

**B. RESULTING CONTRACT CLAUSES.....24**

7.1 Statement of work .....24

7.2 Standard Clauses and Conditions .....25

7.3 Term of Contract .....25

7.4 Payment.....25

7.5 Invoicing Instructions.....26

7.6 Insurance – Specific Requirements .....26

7.8 Dispute Resolution .....27

7.9 Official Languages.....27

7.10 Green Procurement.....27

**ANNEX A – STATEMENT OF WORK.....29**

ATTACHMENT 1 TO ANNEX “A” .....37

ATTACHMENT 2 TO ANNEX “A” .....39

**ANNEX B – BASIS OF PAYMENT.....41**

ATTACHMENT 1 TO ANNEX “B” .....46

**ANNEX C – INSURANCE REQUIREMENTS.....49**

**ANNEX D – FORM 942: CALL UP AGAINST A STANDING OFFER.....52**



## 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, clauses, and conditions applicable to 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 that must be addressed in the offer, and the basis of selection;<br><br>Attachment 1 to Part 4: Mandatory Criteria   |
| Part 5   | Certifications and Additional Information: includes the certifications and additional information to be provided;<br><br>Attachment 1 to Part 5: Additional Information  |
| Part 6   | Security, Financial and Other Requirements: includes specific requirements that must be addressed by Offerors; and   |
| Part 7   | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any up contract resulting from a call-up made pursuant to the Standing Offer. |
| Annex A: | Statement of Work  |
| Annex B: | Basis of Payment   |



Annex C: Insurance Requirements

Annex D: Form 942 – Call up Against a Standing Offer

## 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.

## 1.3 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 from receipt of the results of the request for standing offer process. The debriefing may be in writing, by telephone or virtual meeting, or in person.

## 1.4 Canadian International Trade Tribunal (CITT)

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to PCH; if PCH denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal’s Web site ([www.citt-tcce.gc.ca](http://www.citt-tcce.gc.ca)) or by contacting the Registrar of the Tribunal at 613-990-2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

Also consult [Bid Challenge and Recourse Mechanisms](#)



## PART 2 – OFFEROR INSTRUCTIONS

### 2.1 Mandatory Requirements

Whenever the words “must” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

### 2.2 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 Standing Offer and resulting contract(s).

The [2006](#) (2023-06-08) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of this RFSO.

#### 2.2.1 Revisions to Standard Instructions 2006

Section 05 titled “Submission of offers”, paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its offer only to Canadian Heritage in accordance with the instructions outlined in article 2.3 below

Section 05 titled “Submission of offers” paragraph 4, delete 60 days and replace with 90 days.

Section 06 titled “Late bids”, the reference to “PWGSC” is hereby deleted and replaced with “Canadian Heritage”.

Section 07 titled “Delayed bids”, all references to “PWGSC” are hereby deleted and replaced with “Canadian Heritage”.



Section 08 titled “Transmission by facsimile or by Canada Post Corporations (CPC) Connect service” is deleted in its entirety and replaced with the following:

Section 08 Transmission by e-mail

Canadian Heritage (PCH) will only accept offers transmitted via e-mail. Offers transmitted via facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission of 25 MB or more. It is the responsibility of the Offeror to ensure that their complete offer is delivered to PCH via e-mail by the specified date and time. Indicate the title of the Request for Standing Offers in the email subject field. The email address to transmit offers is: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

If it is necessary to transmit an offer in more than one e-mail due to the e-mail size restrictions, the e-mails should cross reference each other (i.e., 1 of 3, 2 of 3, etc.). Offerors are encouraged to keep a confirmation that their e-mail was sent and delivered.

Section 20 titled “Further information”, paragraph 2 is hereby deleted and replaced with the following:

Enquiries concerning receipt of offers may be addressed to the Standing Offer Authority identified in the RFSO.

## 2.3 Submission of Offers

PCH will only accept offers by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). Offers transmitted by facsimile or mail to PCH will not be accepted.

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

## 2.4 Former Public Servants

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:

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

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



By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

## **2.5 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 to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry and its response can be provided to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## 2.6 Applicable Laws

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

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

## 2.7 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.

## 2.8 Terms and Conditions

By submitting an Offer, the Offeror hereby certifies compliance with, and acceptance of all the articles, clauses, terms, and conditions contained or referenced in this Request for Standing Offers (RFSO) and Statement of Work (SOW). Any modifications or conditional pricing by the Offeror, including deletions or additions to the articles, clauses, terms, and conditions contained or referenced in this RFSO and/or SOW will render the offer non-responsive, and the offer will receive no further consideration.



## PART 3 – OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

PCH will only accept offers by e-mail at [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca). 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 25 MB or more. It is the responsibility of the Offeror to ensure 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 cross 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
- Section II: Financial
- Section III: Certifications
- Section IV: Additional Information

#### **Section I: Technical**

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the Request for Standing Offers and explain how they will meet these requirements.

The technical offer should address clearly and in sufficient depth each evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the Request for Proposals (RFSO) is not sufficient. Offers are evaluated solely on the evidence presented within the Technical Offer, and the Offeror is responsible for ensuring that their Offer contains all the necessary information to complete the evaluation. 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.

## **Section II: Financial**

Offerors are requested to submit their financial offer as a separate electronic document from the other offer sections. Offerors must submit their financial offer in accordance with the Basis of Payment at Annex B.

Prices should appear in the financial offer only. Prices should not be indicated in any other section of the offer.

### **3.1.1 Exchange Rate Fluctuation**

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

## **Section III: Certification**

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

## **Section IV: Additional Information**

Offerors must submit additional information as required under Attachment 1 to Part 5.

## **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 (RFSO) 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**

Offerors are encouraged to address the Technical Criteria in sufficient depth in their offers to permit a full evaluation of their offers. The onus is on the Offeror to demonstrate that it meets the requirements specified in the RFSO.

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

All offers will be evaluated to determine if the Mandatory Technical Criteria detailed in Attachment 1 to Part 4 have been met. Offers that do not meet ALL Mandatory Technical Criteria will be declared non-responsive and their Offer will be given no further consideration.

#### **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 Offers 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.

## ATTACHMENT 1 TO PART 4 – MANDATORY CRITERIA

Offers will be evaluated in accordance with all the Mandatory Technical Criteria detailed below. The Offeror must provide supporting documentation in its offer as requested by PCH, in order to demonstrate that each Mandatory Technical Criterion has been met. To assist with the evaluation process, Offerors are asked to complete the table below, indicating where in its offer the information responding to each criterion can be located. Offers that fail to meet all Mandatory Technical Criteria will be declared non-responsive, and the bid will receive no further consideration.

Offerors are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Offeror should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Offeror or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Offeror’s written Offer.

Mandatory Requirements		Met	Not met	Cross-Reference in the Offer
<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 prior to being 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, 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 Certification 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 Integrity 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>), for their Offer to be given further consideration in the procurement process.

**Instruction to Offerors:** if applicable, complete the [Integrity declaration form - Government of Canada's Integrity Regime - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](#) and send it to the PWGSC Departmental Oversight Branch. Further instructions are available on the site itself.

### 5.2 Certifications Prior to 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.

**Instruction to Offerors:** Complete the [List of names for integrity verification form - Government of Canada's Integrity regime - Accountability - PSPC \(tps-gc-pwgsc.gc.ca\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) and submit it with your bid

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.3.1 Status and Availability of Resources

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

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose their services in relation to the Work to be performed and to submit their résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of their availability. Failure to comply with the request may result in the offer being declared non-responsive and no further consideration will be given.

**Instruction to offerors:** Complete Attachment 1 to Part 5 and submit it with your offer.





## ATTACHMENT 1 TO PART 5 – ADDITIONAL INFORMATION

The following additional information is required with the offer. Offerors must complete it and submit it with their offer.

**Instruction to Contracting Officers:** delete any boxes that aren't applicable. For example, if there is no security associated with the Standing Offer, delete all boxes related to security.

<b>Offeror's Operational Name</b> (If different from Legal Name specified on page 1 of this document)	
<b>Offeror's <u>Business Number</u></b>	
<b>Offeror's GST/HST/QST/other Tax Number</b>	
<b>Tax rate to be charged on any call-up against the Standing Offer</b>	Specify percentage _____ %
<b>Jurisdiction of Standing Offer Agreement and any resulting Contract:</b> Province in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in the Request for Standing Offers)	
<b>Former Public Servant</b>  (See full clause in Part 2, article 2.4)	<p>1) Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the information required in the Article in Part 5 entitled "Former Public Servant"</p> <p>2) Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>
<b>Integrity Provisions – Declaration</b>  (See full text in Part 5, articles 5.1.1)	<b>Integrity Declaration Form</b>  An Integrity declaration form must be submitted when one or more of the following conditions apply:



	<ol style="list-style-type: none"> <li>1. the supplier has, in the past three years, been charged with or convicted of one of the offences listed in the <i>Ineligibility and Suspension Policy</i> (the “policy”); and/or</li> <li>2. the supplier has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or</li> <li>3. one of the supplier’s affiliates has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or</li> <li>4. the supplier is unable to provide any of the certifications required by the <i>Integrity provisions</i></li> </ol> <p>Click <a href="#">here</a> to complete the form and instructions for its submittal.</p>
<p><b>Integrity Provisions – Required Documentation</b></p> <p>(See full text in Part 5, articles 5.2.1)</p>	<p><b>List of names for integrity verification form</b></p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> 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><b>Status and Availability of Resources</b></p>	<p>The Offeror certifies that, should it be awarded a Standing Offer as a result of the Request for Standing Offers (RFSO), every individual proposed in its offer will be available to perform the Work as required by Canada's representatives and at the time specified in the RFSO or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications,</p>



	<p>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.</p> <p>If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose their services in relation to the Work to be performed and to submit their résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of their availability. Failure to comply with the request may result in the offer being declared non-responsive and no further consideration will be given.</p>
<p><b>Signature of Authorized Representative of the Offeror</b></p>	
<p><b>Date</b></p>	



## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer

### **6.2 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 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

#### 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

7.2.1 There is no security requirement applicable to the Contract.

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (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](#) (2022-12-01) General Conditions – Standing Offers – Goods and Services, apply to and form part of the Standing Offer.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2027.

##### 7.4.2 Extension of the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) period of one (1) year each 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.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Marc-André Valin  
Title: A/Procurement Specialist  
Department of Canadian Heritage  
Chief Financial Officer Branch  
Contracting and Materiel Management Directorate  
Address: 25 Eddy Street, Gatineau (QC), K1A 0M5

Telephone: 819-661-7894

E-mail address: [contrats-contracting@pch.gc.ca](mailto: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, the Standing Offer Authority 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**

*(to be inserted at Standing Offer issuance)*

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

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

### **7.5.4 Offeror's Representative**

*(to be completed at issuance of a 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Department of Canadian Heritage (PCH).

## 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 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).

## 7.10 Call-up Instrument

The Work will be authorized or confirmed by Canadian Heritage (PCH) using form 942 – Call up Against a Standing Offer (see Annex D).

## 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 (2022-12-01) General Conditions – Standing Offers – Goods and Services;
- d) the general conditions 2010C (2022-12-01) General Conditions: Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_, (insert date of offer the issuance of the Standing Offer).

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

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

### 7.15 Applicable Laws

The Standing Offer and an 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).

## 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 (2022-12-01) General Conditions –services (medium complexity), apply to and form part of the Contract.

## 7.3 Term of Contract

### 7.3.1 Period of the Contract

The Work must be completed in accordance with the Call-up against the Standing Offer. The Period of the Contract will be specified in each resulting Call-up against the Standing Offer.

## 7.4 Payment

### 7.4.1 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.

### 7.4.2 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.

### 7.4.3 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.

#### **7.4.4 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): Direct Deposit (Domestic and International).

### **7.5 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:

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

### **7.6 Insurance – Specific Requirements**

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.

## 7.8 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](#)".

## 7.9 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.

## 7.10 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.



## 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.

Activities take place at, but are not limited to, the following locations:

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 secure the cords using cord mats (to be supplied by PCH) to avoid any tripping hazards.

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 and additional maintenance requirements.

#### 3.4.1 Site inspection report

At the installation, and once a week the subsequent week, 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-leveling 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 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

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.

The number of panels to be installed varies from event to event, depending on programming, promotional campaigns, etc.

Transport and installation/removal of towers can take place over several days, depending on the number of panels to be installed.

Activity	Installation period
Winterlude	End of January
Canada Day	End of June
Winter Lights Across Canada	End of November



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)

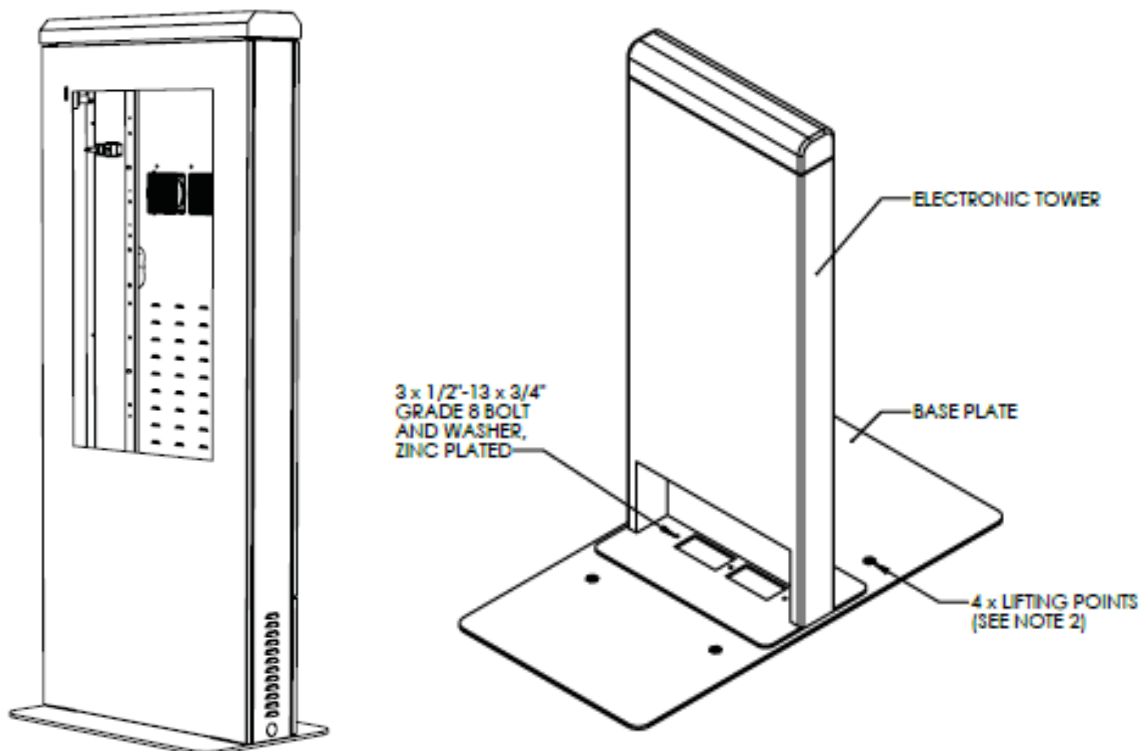
### b. Specifications of the steel bases

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.





Canadian  
Heritage

Patrimoine  
canadien

Request for Standing Offer Number: 10231896  
Standing Offer Authority: Marc-André Valin

### STORAGE BOX



### BASE





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

Inspection date: December 21st 2023

Time: 9:00

**Sites:**

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

Items to verify	Good Check if all towers are good	Not Good 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

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*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 Contract.

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

### A. Firm all-inclusive Prices

During the period of the Standing Offer, for Work performed in accordance with any resulting call-up (contract) against the Standing Offer, the Contractor will be paid as specified below.

All firm prices submitted for items 1 to 3.1 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.

### A1. Initial Period of the Standing Offer

#### A1.1 Year 1 (April 1, 2024 to March 31, 2025)

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	\$
<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	\$

**A1.2 Year 2 (April 1, 2025 to March 31, 2026)**

*(Pricing table to be amended during the month prior to the commencement of Year 2 in accordance with the paragraph entitled Price Adjustment)*

<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	\$

**A1.3 Year 3 (April 1, 2026 to March 31, 2027)**

*(Pricing table to be amended during the month prior to the commencement of Year 3 in accordance with the paragraph entitled Price Adjustment)*

<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	\$

## A2. Option Period

This section is only applicable if the option to extend the Standing Offer is exercised by Canada.

During the extended period of the Standing Offer, the Offeror will be paid as specified below to perform all the Work in relation to the Standing Offer extension.

### A2.1 Option Period 1 (April 1, 2027 to March 31, 2028)

*(Pricing table to be amended during the month prior to the commencement of Year 4 in accordance with the paragraph entitled Price Adjustment)*

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	\$
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 April 1, 2024 to March 31, 2025	UNIT COST April 1, 2025 to March 31, 2026	UNIT COST April 1, 2026 to March 31, 2027	UNIT COST FOR OPTION PERIOD April 1, 2027 to March 31, 2028
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)	J (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	Canada Day 2024	15	\$	\$	0	\$	\$	0	\$	\$	\$
2	Winter Lights across Canada Ceremony 2024	2	\$	\$	0	\$	\$	10	\$	\$	\$
3	Winterlude 2025	15	\$	\$	6	\$	\$	0	\$	\$	\$
4	Canada Day 2025	15	\$	\$	0	\$	\$	0	\$	\$	\$
5	Winter Lights across Canada Ceremony 2025	2	\$	\$	0	\$	\$	10	\$	\$	\$
6	Winterlude 2026	15	\$	\$	6	\$	\$	0	\$	\$	\$
7	Canada Day 2026	15	\$	\$	0	\$	\$	0	\$	\$	\$
8	Winter Lights across Canada Ceremony 2026	2	\$	\$	0	\$	\$	10	\$	\$	\$
9	Winterlude 2027	15	\$	\$	6	\$	\$	0	\$	\$	\$

10	Canada Day 2027	15	\$	\$	0	\$	\$	0	\$	\$	\$
11	Christmas Lights across Canada Ceremony 2027	2	\$	\$	0	\$	\$	10	\$	\$	\$
12	Winterlude 2028	15	\$	\$	6	\$	\$	10	\$	\$	\$
										GRAND TOTAL	\$

Lowest Evaluated Price = Sum of Columns C, F and I (Column J) 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 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.

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.



Canadian Heritage

Patrimoine canadien

Request for Standing Offer Number: 10231896  
Standing Offer Authority: Marc-André Valin

# ANNEX D – FORM 942: CALL UP AGAINST A STANDING OFFER

Page: 1

## CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSEQUENTE À UNE OFFRE PERMANENTE

<b>Canadian Patrimoine Heritage canadien</b> Telex: A:		<b>Canadian Patrimoine Heritage canadien</b> Contact - Personne-ressource Name of Contracting Authority Standing Offer Number 4600XXXX		Tel. No. - N° du Tél. Contacting Authority's Telephone Number Email - Courriel Contracting Authority's Email Address Order No. N° de la commande Call-Up Number 4600XXXX	
Name of Standing Offer Holder Address of Standing Offer Holder		Contact - Personne-ressource Name of Contracting Authority Standing Offer Number 4600XXXX		Tel. No. - N° du Tél. Contacting Authority's Telephone Number Email - Courriel Contracting Authority's Email Address Order No. N° de la commande Call-Up Number 4600XXXX	
Vendor # - N° fournisseur XXXXXX	Contact Name - Nom du contact Offeror's Contact	OA # - N° CC Offeror's Telephone Number Offeror's Fax Number	Tel. No. - N° du Tél. Offeror's Telephone Number Offeror's Fax Number	U of I U de D	Date required - Date exigée pour le
Item No. No. Poste 00010	Description Description -Description of Requirement / Reference to attached documents (if applicable) Details of Requirement / Référence aux documents joints (le cas échéant) Financial Codes Codage financier 1350 - XXXXX - XXXX - XXXX - XXXX - XXXXXXXX - XXXX - XXXX	Quantity Quantité	Unit Price Prix unitaire	Disc Esc.	Ext. Price Prix Calculé
Delivery Address - Adresse de livraison CANADIAN HERITAGE K1A 0M5 GATINEAU		Invoicing address - Adresse de facturation See Delivery Address / Voir adresse de livraison		FOB - FAB Amount - Montant / CAD Amount before tax T. taxes - T. taxes / CAD Amount of tax T. Amount - Montant T. / CAD Total including taxes	
<b>Special Instructions - Instructions spéciales</b> <b>Electronic invoices are accepted if email is indicated in the invoicing address - Les factures électroniques sont acceptées si un courriel est indiqué dans l'adresse de facturation</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 copy of this invoice and a copy of the standing offer. The call-up is subject to the terms and conditions of the standing offer. Au fournisseur: Votre offre permanente, dont le numéro est XXXX, est acceptée selon les modalités 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 60 Due 30 Days from Doc. Date Direct		Signature of authorized individual Name of authorized individual Date of signature Approved and signed for the Minister. Approuvé et signé pour le ministre	
Signature of authorized individual Name of authorized individual Date of signature		Signature of authorized individual Name of authorized individual Date of signature		Signature of authorized individual Name of authorized individual Date of signature	

Canada