



**CANADIAN HERITAGE
REQUEST FOR PROPOSALS**

Title	Capital Interpretation and Commemoration - Banners & exhibits – installation, maintenance and removal
Solicitation Number	10233244
Solicitation Date	2024-06-12
Solicitation closing date and time	2024-06-27 14:00 EDT
Contracting Authority	Natou Barry 15 Eddy Street Gatineau, QC K1A 0M5 E-mail: contrats-contracting@pch.gc.ca Telephone: (343) 575-2233

Proposal 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.

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation.
2. This bid is valid for the period requested in the bid solicitation.
3. All the information provided in the bid is complete, true, and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation.

Signature of Authorized Representative of the Bidder	Date



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PART 1–GENERAL INFORMATION

1.1 Introduction

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

- | | |
|----------|--|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation; |
| Part 3 | Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
Attachment 1 to Part 4: Mandatory Criteria
Attachment 2 to Part 4: Pricing Schedule |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;
Attachment 1 to Part 5: Additional Information. |
| Part 6 | Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and |
| Part 7 | Model Contract Clauses: includes the clauses and conditions and any annexes that will apply to any resulting contract. |
| Annex A: | Statement of Work |
| Annex B: | Basis of Payment |
| Annex C: | Insurance Requirements |
| Annex D: | Task Authorization |



1.2 Summary

The Department of Canadian Heritage, Capital Interpretation and Commemoration section (PCH -CIC), has a requirement for the services of a Contractor with resources certified to work at heights as well as certified and trained in the operation of lifting devices such as a bucket truck, a boom or small crane, and a forklift, to transport, install, maintain and remove banners and exhibits on Confederation Boulevard or the National Capital Region's core area.

The services are required from July 1, 2024, to March 31, 2025, with up to 4 additional 1-year option period(s) under the same conditions.

There is no security requirement applicable.

This requirement is subject to the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation 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) 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–BIDDER 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 bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses, and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08), Standard Instructions–Goods or Services–Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2.1 Revisions to Standard Instructions 2003

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

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

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 proposals transmitted via e-mail. Proposals 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 Bidder to ensure that their complete proposal is delivered to PCH via e-mail by the specified date and time. Indicate the title of the Request for Proposal in the email subject field. The email address to transmit bids is: contrats-contracting@pch.gc.ca.



If it is necessary to transmit a proposal 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.). Bidders 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 bids may be addressed to the Contracting Authority identified in the bid solicitation.

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06), (07) or (08) of the Standard Instructions or listed above, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.



5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.3 Submission of Bids

PCH will only accept proposals by e-mail at contrats-contracting@pch.gc.ca. Proposals transmitted by facsimile or mail to PCH will not be accepted.

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

2.4 Enquiries–Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry and its response can be provided to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Bidders should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Bidders should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 Terms and Conditions

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



PART 3–BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

PCH will only accept bids by e-mail at contrats-contracting@pch.gc.ca. Bids 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 Bidder to ensure that their complete e-mail bid 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. Bids that arrive after the specified date and time will not be accepted.

The Bid 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 bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise, and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth each evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. Bids are evaluated solely on the evidence presented within the Technical Proposal, and the Bidder is responsible for ensuring that their Bid contains all the necessary information to complete the evaluation. To facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial

Bidders are requested to submit their financial bid as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the Pricing Schedule at Attachment 2 to Part 4.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.



Section III: Certification

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

Section IV: Additional Information

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



PART 4–EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Phased Bid Compliance Process

Canada will use the Phased Bid Compliance Process (PBCP) described below.

a) Phased Bid Compliance Process

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

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

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

- (iii) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period



specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (iv) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2023-06-08) Standard Instructions Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (v) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

b) Phase I: Financial Bid

- (i) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (ii) Canada's review in Phase I will be performed by officials of the Department of Canadian Heritage (PCH).
- (iii) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (iv) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (v) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy



Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

- (vi) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (vii) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above and will be used for the remainder of the bid evaluation process.
- (viii) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (ix) Only bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

c) Phase II: Technical Bid

- (i) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (ii) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.



- (iii) A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (iv) The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (v) The Bidder’s response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder’s Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder’s own risk. All submitted information must comply with the requirements of this solicitation.
- (vi) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (vii) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder’s original score, which was less than the mandatory minimum for such Eligible



Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- (viii) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (ix) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

d) Phase III: Final Evaluation of the Bid

- (i) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (ii) A Bid is non-responsive all will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.2 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the “technical” and “financial”, evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2.1 Technical Evaluation

Bidders are encouraged to address the Technical Criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

4.2.1.1 Mandatory Technical Criteria

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

4.2.2 Financial Evaluation

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

Bidders must submit their prices in accordance with the Pricing Schedule at Section 1 of Attachment 2 to Part 4. The bid price for evaluation purposes will be determined in accordance with Section 2 of Attachment 2 to Part 4.



4.3 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.4 Approvals

Bidders 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 a Bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.



ATTACHMENT 1 TO PART 4–MANDATORY CRITERIA

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

Bidders 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 Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written Proposal.

Mandatory criteria		Met	Not Met	Cross-Reference in the Bid
M1	<p>Experience in the installation, removal and maintenance of banners.</p> <p>The Bidders must have a minimum of 5 years of experience in the installation, removal and maintenance of banners.</p> <p>Bidders must provide details and descriptions of two (2) projects completed in the five years prior to the closing date of this request for proposals, clearly demonstrating their experience in the installation, removal and maintenance of banners.</p> <p>Each project description must clearly demonstrate the Bidder's experience with banner installation, removal and maintenance that include:</p> <ul style="list-style-type: none"> a. Being displayed and installed outdoors on public roadways; b. Being comprised of at least 200 banner panels on simultaneous display of a minimum size of 80" length x 26" width each; 			



	Mandatory criteria	Met	Not Met	Cross-Reference in the Bid
	<p>c. A prescribed inspection/maintenance program;</p> <p>d. The removal, laundering, repackaging, and return to storage; and,</p> <p>e. The loading, transport, assembly, removal and return to storage of multiple installations of 6” diameter in inches x 24-foot temporary steel banner poles and 4500 lbs. pre-cast concrete bases</p> <p>Each project description must include the following:</p> <p>a) The client’s name (e.g., company or organization name);</p> <p>b) The work location(s);and</p> <p>c) The work period.</p>			
M2	<p>Experience in the installation, removal and maintenance of exhibits and exhibit structures.</p> <p>The Bidder must have experience in the installation, removal and maintenance of exhibits and exhibit structures.</p> <p>Bidders are to provide details and descriptions clearly demonstrating their experience in the subject area, by reference to one (1) exhibit and no more than three (3).</p> <p>The project description(s) must clearly demonstrate the Bidder’s experience with exhibit and exhibit structure installations that include:</p> <p>a. Installations in public spaces in a busy urban centre within prescribed time windows;</p> <p>b. A prescribed inspection/ maintenance program;</p>			



Mandatory criteria		Met	Not Met	Cross-Reference in the Bid
	<p>c. Preparing, loading, transporting, accurate positioning, shoring and levelling multiple structures of unit weight of at least 3500 lbs.; and,</p> <p>d. The removal, inspection and return to storage.</p> <p>The project description must include the following:</p> <p>a. The client's name (e.g., company or organization name);</p> <p>b. The work location(s); and</p> <p>c. The work period.</p>			
M3	<p>The Bidder must demonstrate its capacity to respond to emergency calls from the Project Authority and to provide on-site emergency services within 4 hours of the initial call.</p> <p>The Bidder must identify staff and equipment available in Ottawa-Gatineau such that the 4-hour requirement can be met.</p>			



ATTACHMENT 2 TO PART 4–PRICING SCHEDULE

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

Bidders must submit their prices in accordance with the pricing schedule found in **Section 1 of Attachment 2 to Part 4.**

The total bid price for evaluation purposes will be determined in accordance with **Section 2 of Attachment 2 to Part 4.**

All Costs to be included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

Blank Prices: Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

Section 1– Pricing Schedule

The rates in this pricing schedule will be used for evaluation purposes and will be included in “Annex B—Basis of Payment” of the resulting contract.

a. Cost for Main and Special decorative banner programs

GROUPING	ITEM	QTY (Month)	Lump sum price (Initial contract period)
A	Main decorative banner program <u>installation</u> - Includes transportation and installation - Average of 1,200 banner panels <i>(the average number may vary by 2% per year)</i>	1	



	<p>Main decorative banner program <u>removal</u></p> <ul style="list-style-type: none"> - Includes removal and transportation, - Includes washing, drying, repacking, labelling and return to warehouse <p>- Average of 1,200 banner panels <i>(the average number may vary by 2% per year)</i></p>	1	
Subtotal A			
B	<p>Remembrance banner program <u>installation</u></p> <ul style="list-style-type: none"> - Includes transportation and installation - Average of 140 banner panels <i>(the average number may vary by 2% per year)</i> 	1	
	<p>Remembrance banner program <u>removal</u></p> <ul style="list-style-type: none"> - Includes removal and transportation, - Includes washing, drying, repacking, labelling and return to warehouse <p>- Average of 140 banner panels <i>(the average number may vary by 2% per year)</i></p>	1	
Subtotal B			
C	<p>Maintenance</p> <ul style="list-style-type: none"> - Daily inspection and maintenance of Main decorative banner program - Daily inspection and maintenance of Remembrance banner display - Incidental hardware issues reporting and season-end banner and inventory damage report. <p><i>Monthly fee from April 18th to November 18th (7 months)</i></p>	7	
Subtotal C			



a.1 Variable Operational Requirements

ITEM	Unit cost per <u>pair</u> of banners	Unit cost (Initial contract period)
Special decorative banner program - Includes transportation, exchange of special for main banner, and subsequent later reinstatement of the main banner.	1	
Cleaning of Special banners - Washing, drying, repacking, labelling and return to warehouse	1	

b. interpretive exhibit program

GROUPING	ITEM	QTY (Month)	Lump sum price (Initial contract period)
D	Main interpretive exhibits program <u>installation</u> (Plaza Bridge display) - Includes preseason activities, transportation, installation, positioning levelling and shoring. - Average of 12 display structures	1	
	Main interpretive exhibits program <u>removal</u> (Plaza Bridge display) - Includes postseason visual inspection, removal, transportation, unloading and positioning for storage. - Average of 12 display structures	1	
Subtotal D			
E	Maintenance main interpretive exhibits (Plaza Bridge + Chateau Terrace) - <i>Weekly inspection and maintenance of Main interpretive exhibits program.</i> - <i>Includes cleaning and graffiti removal as needed.</i> - <i>Incidental hardware issues reporting and season-end damage report.</i> <i>Monthly fee from May 1st to November 30th (7 months)</i>	7	



Subtotal E

b.1 Variable Operational Requirements

ITEM	QTY (Hour)	Hourly rate (Initial contract period)
Variable Operational Requirements - Person with basic vehicle (/hour)	1	
Variable Operational Requirements - Basic labour rate (/person/hour)	1	

Section 2 -Total Bid Price

Instruction to bidders: The following table will be completed by the Contracting Authority to determine the total evaluated price for each bid. The Contracting Authority will complete the table below with the unit prices for the initial contract period provided by the Bidder in Section 1– Pricing Schedule of Attachment 2 to Part 4.

TOTAL BID PRICE	
	Total
Subtotal A for initial contract period	
Subtotal B for initial contract period	
Subtotal C for initial contract period	
TOTAL MAIN BANNER PROGRAM	
Subtotal D for initial contract period	
Subtotal E for initial contract period	
TOTAL INTERPRETIVE EXHIBITS PROGRAM	
TOTAL BID PRICE: TOTAL MAIN BANNER PROGRAM + TOTAL INTERPRETIVE EXHIBITS PROGRAM	

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information prior to being awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during any resulting contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under any resulting Contract.

5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions—Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **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 Proposal to be given further consideration in the procurement process.

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive and no further consideration will be given.

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 Bidder must

provide the required documentation, as applicable, to be given further consideration in the procurement process.

Instruction to bidders: Complete the [List of names for integrity verification form - Government of Canada's Integrity regime - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](#) and submit it with your bid

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Former Public Servant

Instruction to bidders: Complete Attachment 1 to Part 5 and submit it with your bid.

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. To comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive and no further consideration will be given.

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 FPSs 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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- 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.



ATTACHMENT 1 TO PART 5–ADDITIONAL INFORMATION

The following additional information is required with the bid. Bidders must complete it and submit it with their bid.

<p>Bidder’s Operational Name (If different from Legal Name specified on page 1 of this document)</p>	
<p>Bidder’s <u>Business Number</u></p>	
<p>Bidder’s GST/HST/QST/other Tax Number</p>	
<p>Tax rate to be charged on the resulting contract</p>	<p>Specify percentage _____ %</p>
<p>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)</p>	
<p>Former Public Servant (See full certification in Part 5, article 5.2.3)</p>	<p>1. Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes <input type="checkbox"/> No <input type="checkbox"/> 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? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”</p>
<p>Integrity Provisions– Declaration</p>	<p>Integrity Declaration Form An Integrity declaration form must be submitted when one or more of the following conditions apply:</p>



<p>(See full text in Part 5, articles 5.1.1)</p>	<ol style="list-style-type: none"> 1. the supplier has, in the past three years, been charged with or convicted of one of the offences listed in the <u><i>Ineligibility and Suspension Policy</i></u> (the “policy”); and/or 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 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 4. the supplier is unable to provide any of the certifications required by the <u><i>Integrity provisions</i></u> <p>Click here to complete the form and instructions for its submittal.</p>
<p>Integrity Provisions– Required Documentation</p> <p>(See full text in Part 5, articles 5.2.1)</p>	<p>List of names for integrity verification form</p> <p>Section 17 of the <u><i>Ineligibility and Suspension Policy</i></u> 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"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors; - Privately owned corporations must provide a list of the owners’ names; - 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;



	<p>- Suppliers that are a partnership do not need to provide a list of names.</p> <p>Suppliers may use this form 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>
Signature of Authorized Representative of the Bidder	
Date	



PART 6–SECURITY AND OTHER REQUIREMENTS

6.1 Insurance Requirements

The Bidder must provide a letter from an insurance broker, or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

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

PART 7–RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A.

7.1.1 Task Authorizations

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Authorization Process

- a) The Contracting Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
- b) The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- c) The Contractor must provide the Contracting Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- d) The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.2 Canada's Obligation – Portion of the Work – Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through Task Authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.2 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.



7.2.1 General Conditions

2010C (2022-12-01), General Conditions–services (medium complexity), apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from July 1, 2024, to March 31, 2025, inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Natou Barry
Procurement Specialist
Contracting and Materiel Management Directorate
Department of Canadian Heritage
Chief Financial Officer Branch
15 Eddy Street
Gatineau, QC K1A 0M5

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

Telephone: (343) 575-2233

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



7.5.2 Project Authority

The Project Authority for the Contract is:

[Will be identified at time of Contract award.](#)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Technical Authority

The Technical Authority for the Contract is:

[Will be identified at time of Contract award.](#)

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative

[Will be identified at time of Contract award.](#)

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 Payment

7.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$_____ ([amount will be provided at contract award](#)). Customs duties are included, and Applicable Taxes are extra.

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.7.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (amount will be provided at contract award). Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$_____ (amount will be provided at contract award). Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or



- c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Method of Payment– Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7.8 Invoicing Instructions

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

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:
 - a. Project Authority identified under the section entitled “Authorities” of the Contract
 - b. Resource Management Directorate: [Email address will be provided at time of Contract award.](#)

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.



7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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 Articles of Agreement;
- b) the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity)
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- f) the signed Task Authorizations (including all of its annexes, if any);
- g) the Contractor's bid dated [\(Will be identified at time of Contract award\)](#).

7.12 Specific Insurance 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.

7.13 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](#)".

7.14 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.

7.15 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

Capital Interpretation and Commemoration - Banners & exhibits–installation, maintenance and removal.

2. Background

2.1 Objective

The Department of Canadian Heritage, Capital Interpretation and Commemoration section (PCH -CIC), requires the services of a Contractor with resources certified to work at heights as well as certified and trained in the operation of lifting devices such as a bucket truck, a boom or small crane, and a forklift, to transport, install, maintain and remove banners and exhibits on Confederation Boulevard or the National Capital Region's core area.

2.2 Context

PCH-CIC is committed to showcasing the heart of Ottawa-Gatineau by supporting activities and gatherings that reinforce the image of the National Capital Region and the way it is perceived. This includes an emphasis of the distinctive nature of Confederation Boulevard, a 7.8 km length of unique street landscape designed by The [National Capital Commission](https://ncc-ccn.gc.ca/places/confederation-boulevard) (NCC) (<https://ncc-ccn.gc.ca/places/confederation-boulevard>), including its physical elements and aspects of urban furniture. The banner program along with a number of exhibits play a leading role in this showcasing initiative.

The work requires the installation, maintenance and removal of decorative banners and interpretive exhibits along the Confederation Boulevard according to the descriptions and calendar herein. The Contractor will be required to have resources certified to work at heights as well as certified and trained in the operation of lifting devices such as a bucket truck, a boom or small crane, and a forklift necessary to fulfil the requirements of the contract.

2.3 Assumptions

The Contractor must have adequate space for sorting and staging the installation and removal of banners, as well as temporary storage areas for transitory banner and/or exhibit panel inventories and hardware components.

2.4 Reference Documents

Accompanying reference documents:

- Appendix A Stream 1 : Confederation Boulevard Site Map;



- Appendix B Stream 1 : Confederation Boulevard- Remembrance Banner Display Map
- Appendix C Stream 1: Banner Specifications;
- Appendix D Stream 2 : Plaza Bridge Exhibit Structure General Arrangement;
- Appendix E Stream 2: Plaza Bridge Exhibit Site Plan;
- Appendix F Stream 2 : Chateau Laurier Terrace Exhibit.

3. Requirements

As Confederation Boulevard is the Capital's ceremonial and discovery route, the work performed under this contract is to be delivered with commensurate care and quality fitting the national significance of the seat of the Government of Canada.

The Contractor is required to have human and physical resources available throughout the identified active periods, to transport, install, service and remove the banner and exhibit assets according to the terms of the contract.

For the most part, the active period extends from 1-April through 30-November each year, but with preparatory and/or ancillary tasks that fall outside this period.

3.1 Scope

Contractor will be required to provide all the following services which are divided into the three (3) streams:

Stream 1 - Main And Special Decorative Banner Programs:

Banners installed along Confederation Boulevard in Ottawa and Gatineau (see attached map at Appendix A), are considered the main decorative banner program.

The special banners program is intended to underline specific events or programs that are shorter in time or incidental to the main program, and often specific to particular areas along Confederation Boulevard or the National Capital Region's core area.

Stream 2 - Main And Special Interpretive Exhibit Programs:

Interpretive exhibit structures are located along Confederation Boulevard or in the National Capital Region's core area. Currently, two specific exhibits are included in the main interpretive exhibits category : **Plaza Bridge Exhibit and Chateau Laurier Terrace Exhibit.**

The special interpretive exhibit program is intended to showcase specific themes or programs that are shorter in time or incidental to the main program, and specific to locations along Confederation Boulevard, in the National Capital Region's core area, or on nearby urban lands.

Stream 3 - Variable Operational Requirements:

Some operations and maintenance tasks can only be determined once the Contractor and PCH have assessed future needs and requirements. These Variable Operational Requirements (VOR) will be requested and preapproved by the PCH Project Authority as and when required during the term of the Contract.

Each Stream has its own responsibilities, range of tasks and schedule parameters.

Equipment needs are according to assets to be transported. Assets include :

- a) assembled and disassembled structures comprising precast concrete bases;
- b) pre-assembled aluminum superstructures;
- c) pre-manufactured steel posts;
- d) significant quantities of banner arms;
- e) hardware brackets and supplementary shoring, levelling and fastening materials.

Human resource needs vary according to tasks, activities, and deliverables. These include: Installation maintenance and removal work performed at heights as well as at ground level and lifting assist for transporting, placing, assembling, shoring and levelling heavy constructions.

4. Constraints

4.1 Work Location

All work is performed outdoors on Confederation Boulevard, or other locations in the Ottawa-Gatineau core, PCH or NCC sites, as well as at the Contractor's own premises. Contractors should refer to provided appendices, for further information.

Banners will need to be returned to the PCH warehouse, located at 84 Bayview in Ottawa, Ontario.

4.2 Project Schedule

The contract is to be for a full annual cycle. Most activities of the annual contract period extend from 1-April through 30-November each year, but with preparatory and/or ancillary tasks that fall outside this period.

4.3 Certification

Before starting work equipment operators must be appropriately licensed and certified. Equipment operators must present :

- a) their valid certification for working at Heights approved by the Ministry of Labour, Immigration, Training and Skills Development's Chief Prevention Officer; and



- b) a valid certification that they have followed the Forklift Operator Training as approved by the Canadian Standards Association (CSA) and the Ontario Ministry of Labour for the appropriate kind of forklift that will be used.

5. Support provided by PCH

PCH shall be responsible for:

- a) Supplying the banners, for a total of approximately 1,200 units, all packed and labelled separately, with a distribution and sequencing plan at a minimum of 10 days prior to installation (the number of banners to be installed may see a variance of about 2% from year to year). There may be up to 20 different banner designs per year. The distribution and sequencing plan provided by PCH will indicate the exact location of each design.
- b) Informing the contractor each year of whether banners can be installed and what other restrictions may be imposed, if any.
- c) Storing all banners at the PCH warehouse located at 84 Bayview in Ottawa, Ontario;
- d) supplying sets of banners for the special banner program; If required during the season. The quantity is unique to each requirement. PCH will inform the Contractor as the information is available;
- e) Supplying replacement decorative banners for damaged banners during the season; and
- f) Providing the banner distribution plan and all information about the program that could help the Contractor successfully carry out the installation and maintenance.



Stream 1 : Main And Special Decorative Banner Programs

1.1 Main Decorative Banner Program

The Contractor shall install, maintain and remove approximately 1,200 banner kits as singles or in groupings of 2, 3 and 4 units, for approximately 590 lampposts. Included in a banner kit is the banner, as well as the banner arm, with finial and tie-down attachments. Banner arms are removed at the end of each display season and re-installed along with the banners in the following year. The number of banners to be installed may see a variance of about 2% from year to year.

The banners are installed along Confederation Boulevard in Ottawa and Gatineau (see attached map at Appendix A) and are considered the main decorative banner program. A decorative banner annual distribution plan will be provided by the Project Authority annually, prior to installation.

1.2 Special Decorative Banner Program

The special banners program is intended to underline specific events or programs that are shorter in time or incidental to the main program, and often specific to particular areas along Confederation Boulevard or the National Capital Region's core area. Details regarding any special banner program will be provided to the Contractor on an as/when required basis.

A special banner installation will include the removal of regular main decorative banner program banners to install the special banners, and the reinstallation of the regular banners at the end of the special banner program. A special banner installation may also include the transport and assembly/disassembly of temporary use bases, poles, and banner hardware from PCH-CIC inventory.

1.3 Special Remembrance Banner Display

The special Remembrance Banner Display is installed at predetermined and limited locations on The Boulevard as found in Appendix B Stream 1: Confederation Boulevard-Remembrance Banner Display Map. Its installation is to happen coincident with the end-October removal of the main decorative banner display. At each identified location, a Remembrance banner will be installed as the main decorative banner is removed.

Remembrance Display banners are to be removed between November 12th and 19th of each year.

1.4 Task, Activities and Deliverables

1.4.1 Responsibilities of the Contractor prior to banner season

The lampposts and banner hardware are the property of the NCC and, in the case of the LeBreton Flats area, the City of Ottawa.



Prior to the banner season the Contractor must:

- a) Conduct a visual inspection of the lamp posts and hardware provided and used to deploy the banners, identifying any issues that will prevent the installation and proper display of banners (missing fastener and hardware, damaged hardware, etc.);
- b) Inform the Project Authority of hardware issues via map markup and photo(s), identifying any that will prevent the installation and proper display of banners;
- c) Examine the banner distribution plan received from the Project Authority and note items for follow-up should there be any;
- d) Receive banners at own premises with receiving Quality Assurance (QA) inspection to be carried out by PCH and/or its design services consultant; OR, pick up the banners and arms, after the receiving QA inspection has been carried out by PCH and/or its design services consultant, from a designated PCH location in the National Capital Region.

1.4.2 Responsibilities of Contractor during banner season (mid-April–mid-November)

During the banner season the Contractor must:

- a) Install the banners beginning April 15th, or within 3 days following, as per PCH's annual sequencing plan;
- b) Ensure that banner installation is complete by May 1st of a display year;
- c) Inspect (daily) and immediately reattach any unfastened banners or replace any unusable banners;
- d) Conduct simple maintenance of banner hardware: the arms and their attachment to brackets, as well as tie-downs and their attachment to collars and tabs. (e.g. cleaning, simple hardware adjustments, replacing missing small parts and fasteners, etc.);
- e) Report to the Project Authority within the same business day any hardware issues preventing a banner from being properly displayed. Report is to be made by email and with photo(s) as applicable;
- f) Report to the Project Authority within four (4) hours of discovery, any issues affecting the security of hardware components and/or that may present a mechanical risk. Report is to be made by email and with photo(s) as applicable. Remove any hardware that poses serious risk to health and safety;
- g) Reattach any unfastened banners or replace any unusable banners within four (4) hours of notification by Project Authority;
- h) Keep a record of any banners missing or rendered unusable due to damage



- or failure, as well as retain all the failed banners themselves until viewed by the Project Authority;
- i) Clean (as needed) the fastening systems (banner hardware) and ensure that there are no stickers, papers, food, bird droppings, graffiti or and other foreign substances fouling the banners and hardware;
 - j) If interpretive structures are deployed in a given banner display year, report any damage or failures to the Project Authority that prevent the interpretive structures or panels and banners from displaying and functioning as they should, or that pose a health and safety risk, within four (4) hours of discovery;
 - k) Beginning 2 weeks prior to the end of October (after Thanksgiving weekend), remove the banners and conduct a visual inspection of the lamp posts and banner hardware;
 - l) Coincident with the main display banner removal, install a special Remembrance Banner Display on select segments of The Boulevard;
 - m) Remove Remembrance Banner Display between November 12th and 19th of each year;
 - n) Provide an emergency response service 24 hours a day, seven days a week. Where a situation poses a danger to the public, the Contractor must, as soon as informed by PCH, react immediately to take the required corrective actions.

1.4.3 Responsibilities of the Contractor after banner season

After the banner season the Contractor must:

- a) Clean (wash and dry) all banners and:
 - repack in “zip lock” type bags or equivalent and label each set of undamaged banners in the same way it was received;
 - aggregate and bulk box all retained failed and damaged banners for return to PCH warehouse, located at 84 Bayview in Ottawa, Ontario.
- b) Prepare an inventory report identifying items that were stolen, damaged, or otherwise failed;
- c) Return all repacked and bulk-boxed banners to the Project Authority following the complete removal;
- d) Ensure that all simple maintenance of banner is complete: the arms and their attachment to brackets, as well as tie-downs and their attachment to collars and tabs (e.g. cleaning, simple hardware adjustments, replacing missing small parts and fasteners, etc.).



Responsibility for all other permanent hardware is that of the lamppost owners and is not the responsibility of PCH or the Contractor. However, should a defect be identified with the permanent hardware, the Contractor must notify the Project Authority so that PCH can notify the owner to have them repaired or replaced.

1.5 Access Restrictions

Work cannot be undertaken for installation of banners on the Alexandra Bridge before obtaining specific authorization, annually. The bridge is a PSPC asset and is under phased refurbishment and reconstruction, with changing restrictions. PCH will inform the contractor each year of whether banners can be installed and what other restrictions may be imposed, if any.



Stream 2 : Main and Special Interpretive Exhibits Programs

The transport, assembly/disassembly and maintenance of interpretive exhibits employ the same range of equipment as the main and special decorative banner programs.

2.1 Main Interpretive exhibits

The Contractor must install and remove and/or maintain a series of interpretive exhibit structures at locations along Confederation Boulevard or in the National Capital Region's core area.

There are a variety of exhibit structures in the PCH-CIC inventory and each exhibit employs a particular set. Currently, two specific exhibits are included in the main interpretive exhibits category. They are:

- a) **Plaza Bridge Exhibit** – located in Confederation Square, across from the National War Memorial. This exhibit consists of up to 12 structures with each able to support 2 image panels and associated text label panels.

Contractors should refer to Appendix D Stream 2: Plaza Bridge Exhibit Structure General Arrangement; and Appendix E Stream 2 : Plaza Bridge Exhibit Site Plan, for further information.

- b) **Château Laurier Terrace Exhibit**—located on the terrace on the west side of the Château Laurier Hotel. This exhibit consists of 16 large-format image panels.

Contractors should refer to Appendix F Stream 2: Chateau Laurier Terrace Exhibit, for further information.

2.2 Special Interpretive exhibits

The special interpretive exhibit program is intended to showcase specific themes or programs that are shorter in time or incidental to the main program, and specific to particular locations along Confederation Boulevard, in the National Capital Region's core area, or on nearby urban lands.

2.3 Tasks, Activities and deliverables

2.3.1 Responsibilities of the Contractor with respect to the interpretive exhibits program

1. As part of the interpretive exhibits program at **Plaza Bridge Exhibit** :
 - a) The Contractor must install an average of 12 units large-scale photo exhibit structures according to a unique site plan provided by PCH each year. Each structure comprises a precast concrete or stone base with pre-assembled aluminum panel-support superstructure.



- b) Installation includes the use of lifting equipment for placing, shoring, and levelling the structures on the site, employing any supplementary fixtures and hardware provided.
 - c) The Contractor must furnish appropriately sized wood shims of various thicknesses, as required, to support the weight of and level the exhibit structures on the site. Shims are to be painted matte black.
2. As part of the interpretive exhibits program at **Chateau Laurier Terrace Exhibit**, the contractor must, complete maintenance only as the Installation will be completed by others.
3. **As part of the Special interpretive exhibit program**, the contractor must complete tasks as outlined. Initiatives will necessarily be encompassed under 2.3.2.

2.3.2 Responsibilities of the Contractor prior the interpretative exhibits season-Plaza Bridge Exhibit

Prior to the interpretive exhibit season the Contractor must :

- a) Conduct a Visual inspection of the Plaza Bridge display structures and shoring and levelling kits, identifying any issues that will prevent or otherwise interfere with the installation and proper display of the exhibit (damaged bases or superstructures, missing or damaged fasteners and hardware, deficiencies with the shoring and levelling kits, etc.) and inform PCH, with photo documentation for follow-up.
- b) Ensure that all fasteners on the structures' frames are checked and tightened as required.
- c) Clean display structures by pressure washing as well as supplementary cleaning, as required.
- d) Configure the Plaza Bridge display structures to the degree necessary to accommodate the upcoming exhibit (some display parameters are variable/optional and may see simple detail changes from year to year).
- e) In accordance with agreed PCH exhibit schedule (start dates may vary year by year), carefully load and transport the display structures to exhibit site, securing and protecting the structures as necessary to prevent any damage.
- f) Carefully unload, position and level display structures according to the site plan provided for the year's exhibit and using the necessary lifting equipment, employing shoring and levelling kits and contractor supplied matte black shims.

The tasks above, are conducted at the Storage facility located at 84 Bayview, in Ottawa Ontario, at the beginning of May, except bullet (f) which occurs at Plaza Bridge site,



which is located at the NCC Greenbelt Research Farm, 1740 Woodroffe Avenue, in Ottawa.

N.B. No loading dock at the facility but loading with lift equipment permitted.

2.3.3 Responsibilities of the Contractor during the interpretive exhibits season - Plaza Bridge Exhibit and Chateau Laurier Terrace Exhibit

During the interpretive exhibit season the Contractor must :

- a) inspect both exhibits on a **weekly** basis, clean and remove any litter, graffiti, bird droppings, cobwebs, dust and dirt as required.
- b) Conduct Inspection of the exhibits on the same day and at approximately the same time each week.
- c) During inspection, note any significant damage to panels or structures (scratches, breakage, graffiti that cannot be removed; damage to or movement of structures, concerns with shoring and levelling means, etc.) and report this damage via email to the departmental representative for follow-up. If additional actions are required, they will fall under "Stream 3 : Variable Operational Requirements".

2.3.4 Responsibilities of the Contractor after the interpretive exhibits season - Plaza Bridge Exhibit.

After the interpretive exhibit season the Contractor must :

- a) At the end of October (date to be determined in consultation with PCH) conduct visual inspection of display structures, noting any damage or other issues relevant to their safe and agreeable deployment the following year. Communicate findings to PCH.
- b) Carefully load and return the display structures to storage at NCC Greenbelt Research Farm, securing and protecting the structures as necessary to prevent any damage.
- c) Carefully unload, organize and position display structures according to guidance provided by NCC storage facility staff on delivery for overwintering.

2.4 Access Restrictions

Plaza Bridge Exhibit.

- a) The Contractor must obtain and have on site during any work, a copy of the site access permit (issued by the National Capital Commission) from PCH.
- b) Date and time restrictions stated in the permit must be observed.



- c) A two-member crew, minimum, is required to control vehicle and pedestrian traffic during display structures delivery, unloading and positioning.
- d) The contractor must physically block off access to the site using caution tape, traffic cones or a combination thereof.
- e) Safety procedures must be respected, including the use of traffic cones and safety equipment and apparel.



Stream 3 : Variable Operational Requirements

Some operations and maintenance tasks can only be determined once the Contractor and PCH have assessed future needs and requirements. These Variable Operational Requirements (VOR) will be requested and preapproved by the PCH Project Authority as and when required during the Term. The Contractor will invoice PCH for VOR as per the Hourly Rates/Unit Prices in the price annex, as per the following general terms and conditions:

- a) If after careful consideration PCH determines that an estimate submitted by the Contractor does not reflect fair market prices PCH may, at its sole discretion, award the Work to other suppliers;
- b) When Equipment or materials are purchased or rented by the Contractor for the sole purpose of performing VOR which have been requested and approved by PCH, the Contractor may add a maximum fifteen percent (15%) materials handling charge to the cost of such Equipment and materials. Equipment and consumables for which the Contractor is responsible by virtue of other sections of this Contract shall not be subject to materials handling charges of any kind;
- c) Unless preapproved by PCH, labour costs (including those of any sub-Contractors) shall not be subject to materials handling charges of any kind;
- d) Billable hours for VOR will begin and end at the work site, wherever that may be within the geographical boundaries of the Contract. Travel time shall not apply unless preapproved by PCH.

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.

Price Adjustments

Applying to all option years, prices will be adjusted annually by applying an economic indicator to the previous year’s prices. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the prices for any option years exercised. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

[Consumer Price Index, 2000 to Present - Bank of Canada](#)

The prices of the previous year will be multiplied by the “% change” published for the twelve-month period preceding the Contract anniversary date (for the following year) or the month preceding the month in which the option is exercised.

A. Firm all-inclusive Prices

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

A1. Initial Period of the Contract (July 1, 2024, to March 31, 2025)

a. Cost for Main and Special decorative banner programs

GROUPING	ITEM	Monthly lump sum price	QTY (Month)
A	Main decorative banner program <u>installation</u> - Includes transportation and installation - Average of 1,200 banner panels (the average number may vary by 2% per year)		1



	<p>Main decorative banner program <u>removal</u></p> <ul style="list-style-type: none"> - Includes removal and transportation, - Includes washing, drying, repacking, labelling and return to warehouse - Average of 1,200 banner panels (the average number may vary by 2% per year) 		1
Subtotal A			
B	<p>Remembrance banner program <u>installation</u></p> <ul style="list-style-type: none"> - Includes transportation and installation - Average of 150 banner panels (the average number may vary by 2% per year) 		1
	<p>Remembrance banner program <u>removal</u></p> <ul style="list-style-type: none"> - Includes removal and transportation, - Includes washing, drying, repacking, labelling and return to warehouse - Average of 150 banner panels (the average number may vary by 2% per year) 		1
Subtotal B			
C	<p>Maintenance</p> <ul style="list-style-type: none"> - Daily inspection and maintenance of Main decorative banner program - Daily inspection and maintenance of Remembrance banner display - Incidental hardware issues reporting and season-end banner and inventory damage report. <p>Monthly fee from April 18th to November 18th (7 months)</p>		7
Subtotal C			



a.1 Variable Operational Requirements

ITEM	Unit cost per pair of banners
Special decorative banner program - Includes transportation, exchange of special for main banner, and subsequent later reinstatement of the main banner.	
Cleaning of Special banners - Washing, drying, repacking, labelling and return to warehouse	

b. interpretive exhibit program

GROUPING	ITEM	Monthly rate	QTY (Month)
D	Main interpretive exhibits program <u>installation</u> (Plaza Bridge display) - Includes preseason activities, transportation, installation, positioning levelling and shoring. Average of 12 display structures		1
	Main interpretive exhibits program <u>removal</u> (Plaza Bridge display) - Includes postseason visual inspection, removal, transportation, unloading and positioning for storage. - Average of 12 display structures		1
Subtotal D			
E	Maintenance main interpretive exhibits (Plaza Bridge + Chateau Terrace) - Weekly inspection and maintenance of Main interpretive exhibits program. - Includes cleaning and graffiti removal as needed. - Incidental hardware issues reporting and season-end damage report.		7



	Monthly fee from May 1st to November 30 th (7 months)		
Subtotal E			

b.1 Variable Operational Requirements

ITEM	Hourly rate
Variable Operational Requirements - Person with basic vehicle (/hour)	
Variable Operational Requirements - Basic labour rate (/person/hour)	

A2. Option Periods

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

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

A2.1 Option Period 1 (April 1, 2025, to March 31, 2026)

(Pricing table to be amended during the month prior to the end of Year 1 and in accordance with the paragraph entitled Price Adjustment)

A2.2 Option Period 2 (April 1, 2026, to March 31, 2027)

(Pricing table to be amended during the month prior to the end of option period 1 and in accordance with the paragraph entitled Price Adjustment)

A2.3 Option Period 3 (April 1, 2027, to March 31, 2028)

(Pricing table to be amended during the month prior to the end of option period 2 and in accordance with the paragraph entitled Price Adjustment)

A2.4 Option Period 4 (April 1, 2028, to March 31, 2029)

(Pricing table to be amended during the month prior to the end of option period 3 and in accordance with the paragraph entitled Price Adjustment)



ANNEX C–INSURANCE REQUIREMENTS

Commercial General Liability Insurance, SACC G2001C

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 \$2,000,000 per accident or occurrence and in the annual aggregate.
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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- m. 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 D – TASK AUTHORIZATION

Contract Number		
Task Authorization (TA) Number		
Period of Work		
Financial Coding		
Contractor's Name and Contact Information		
Company Name		
Address		
Telephone Number		
Email Address		
PCH Project Authority's Name and Contact Information		
Name		
Title		
Directorate, Branch, Sector		
Address		
Telephone Number		
Email Address		
Original Authorization		
Total Estimated Cost of Task before any revisions (applicable taxes extra)		\$
TA Revisions Previously Authorized		
TA Revision Number :	Authorized Increase or Decrease (applicable taxes extra)	
	\$ _____	
New TA Revision		
TA Revision Number ____ :	Authorized Increase or Decrease (applicable taxes extra)	
	\$ _____	
Total Estimated Cost of Task after this revision (applicable taxes extra)		\$



Task Authorization			
Section A: Description of the Work Required			
Section B: Basis of Payment			
Limitation of Expenditure: \$ _____			
For the Work described in Section A of this Task Authorization, the Contractor will be paid for the Work performed, to a limitation of expenditure. Customs duties are included, and Applicable Taxes are extra.			
Section C: Cost Breakdown of Task Authorization			
a.1 Variable Operational Requirements			
Description	Estimated Level of Effort (banners)	Unit cost per pair of banners	Total
Special decorative banner program -Includes transportation, exchange of special for main banner, and subsequent later reinstatement of the main banner.			
Cleaning of Special banners -Washing, drying, repacking, labelling and return to warehouse			
b.1 Variable Operational Requirements			
Description	Estimated Level of Effort (Hours)	Firm All-inclusive Hourly Rate	Total
Person with basic vehicle			
Basic labour rate			
Total Estimated Cost of Task Authorization		\$	



Section D: Method of Payment

The following Method of Payment applies to this Task Authorization:

Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

Invoices for each Task Authorization must be sent to the Project Authority, clearly indicating the Task Authorization Number.

Canadian Heritage Authorization

By signing this TA, the Contracting Authority certifies that the content of this TA is in accordance with the Contract.

Name of Contracting Authority:

Signature:

Date:

Contractor's Signature

Name and Title of individual authorized to sign for the Contractor.

Name:

Title:

Signature:

Date: