

**CANADIAN HERITAGE**  
**REQUEST FOR STANDING OFFER**

REQUEST NUMBER: 10140150

TITLE OF PROJECT: Winter Tent Rentals for Winterlude

REQUEST DATE: October 31<sup>st</sup>, 2014

CLOSING DATE AND TIME: December 15<sup>th</sup>, 2014, 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Darquise LeBrun  
Head, Procurement and Contracting, Special Projects  
Contracting and Materiel Management Directorate  
Canadian Heritage  
Tel: (819) 994-5122  
Fax: (819) 953-4133  
E-mail: [darquise.lebrun@pch.gc.ca](mailto:darquise.lebrun@pch.gc.ca)

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**. The services are to be performed on an as-and-when-required basis for a two (2) year period commencing upon the date of award of the Standing Offer, with the possibility of extending the period of the Standing Offer by up to two (2) additional one (1) year periods, as detailed in the Statement of Work.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to **14:00 hours, (2 p.m.) EST: December 15<sup>th</sup>, 2014, at 15 Eddy Street, 2<sup>nd</sup> Floor (15.2.C), Gatineau, Quebec, K1A 0M5.**

It is the Offeror's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex "E". By signing and submitting this form, Offerors are confirming that they have read the entire Offer solicitation including the documents incorporated by reference into the Request for Standing Offer and that:

1. They consider themselves and their products able to meet all the mandatory requirements in the Request for Standing Offer;
2. Their offer is valid for the period requested in the Request for Standing Offer;
3. All the information provided in the Request for Standing Offer is complete, true and accurate; and
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## **PART 1 - GENERAL INFORMATION**

### **1. INTRODUCTION**

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

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

#### **List of Annexes:**

- Annex "A"        Statement of Work
- Annex "B"        Mandatory evaluation Criteria
- Annex "C"        Basis of Payment
- Annex "D"        Example of Requirements for Purpose of the Financial Evaluation
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#### **List of Attachments**

- Attachment 1 to Annex A        Specifications and Standards

### **2. SUMMARY**

The Department of Canadian Heritage (PCH) is seeking to establish a Standing Offer as defined in Annex "A", Statement of Work, for the following period: two (2) years from date of award of the Standing Offer with two (2) option years.

The objective of this Standing Offer is to find an Offeror that will be able to supply tents for Winterlude in the National Capital Region (NCR) as per Annex "A", Statement of Work.

All requests for approval of products (tents) equivalent to those requested must be submitted along with technical data no later than fifteen (15) calendar days prior to the close of the Request for Standing Offers.

### **3. DEBRIEFINGS**

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

## PART 2 - OFFEROR INSTRUCTIONS

### 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### 2. SUBMISSION OF OFFERS

Offers must be submitted only to Canadian Heritage (PCH) Mail room / Bid Receiving by the date, time and place indicated on page 1 of the Request for Standing Offer.

Due to the nature of the Request for Standing Offer, Offers transmitted electronically or by facsimile to PCH will not be accepted.

### 3. FORMER PUBLIC SERVANT

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

#### Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum

payment period does not include the period of severance pay, which is measured in a like manner.

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

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

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

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

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

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

#### **Work Force Reduction Program**

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

If so, the Bidder must provide the following information:

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

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

#### **4. ENQUIRIES - REQUEST FOR STANDING OFFER**

All enquiries must be submitted in writing to the Standing Offer Authority no later than one (1) week before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a

proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **5. APPLICABLE LAWS**

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

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



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

### **1. OFFER PREPARATION INSTRUCTIONS**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section 1: Technical Offer: four (4) hard copies;  
Section 2: Financial Offer: one (1) hard copy; and  
Section 3: Certifications: one (1) hard copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section 1: Technical Offer**

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

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

#### **Section 2: Financial Offer**

Offerors must submit their financial offer in accordance with Annex "C", the Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

#### **Section 3: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **1. EVALUATION PROCEDURES**

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

#### **1.1. Mandatory Technical Criteria**

Each offer will be reviewed to determine whether it meets the mandatory requirements of the Request for Standing Offer. Any element of the Request for Standing Offer that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in **Annex “B” - Mandatory Evaluation Criteria**.

### **2. BASIS OF SELECTION - LOWEST EVALUATED PRICE**

#### **2.1** To be declared responsive, an Offer must:

- (a) Comply with all the requirements of the Request for Standing Offer; and
- (b) Meet all the mandatory technical criteria in **Annex “B”**;
- (c) Offers not meeting (a) or (b) will be declared non-responsive. The responsive Offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.

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

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification during the evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **1. Mandatory Certifications Required Precedent Award of a Standing Offer**

#### **1.1 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **6A. STANDING OFFER**

#### **1. OFFER**

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **2. SECURITY REQUIREMENT**

2.1 There is no security requirement applicable to this Standing Offer.

#### **3. STANDARD CLAUSES AND CONDITIONS**

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

##### **3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offer - Goods or Services, apply to and form part of the Standing Offer.

#### **4. TERM OF STANDING OFFER**

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

The period for making Call-ups against the Standing Offer is for two (2) years from the date of award.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer.

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

#### **5. AUTHORITIES**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Darquise LeBrun  
Head, Procurement and Contracting, Special Projects

Contracting and Materiel Management Directorate  
Canadian Heritage  
15 Eddy Street, 9<sup>th</sup> Floor (15-9-G)  
Gatineau, QC K1A 0M5

E-mail: [darquise.lebrun@pch.gc.ca](mailto:darquise.lebrun@pch.gc.ca)  
Telephone: 819-994-5122  
Facsimile: 819-953-4133

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

## 5.2 Project Authority

The Project Authority will be identified at time of issuance of a Call-up against the Standing Offer.

## 5.3 Technical Authority

The Technical Authority will be identified at time of issuance of a Call-up against the Standing Offer.

## 5.4 Offeror's Representative

*(To be determined at issuance of the Standing Offer)*

## 6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS *(If applicable)*

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

## 7. IDENTIFIED USERS

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

## 8. CALL-UP PROCEDURES

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

## 9. CALL-UP INSTRUMENT

The Work will be authorized or confirmed by Canadian Heritage using form 942 – Call up Against a Standing offer (as per Annex G).

## 10. NON-STANDING OFFER ITEMS

Identified Users may incorporate within the Call-up up to a total of \$5,000.00 of non-Standing Offer items.

## 11. PRIORITY OF DOCUMENTS

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offer - Goods or Services;
- d) the general conditions 2010C (2014-09-25) - General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "C", Basis of Payment;
- g) Annex "F", Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_.

## 12. CERTIFICATIONS

### 12.1 Compliance

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

## 13. APPLICABLE LAWS

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

## 14. INSURANCE REQUIREMENTS

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

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

The Offeror must forward to the SO Authority within 15 working days after the date of award of the SO, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Offeror must, if requested by the SO Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **6B. RESULTING CONTRACT CLAUSES**

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

### **1. STATEMENT OF WORK**

The Offeror must perform the Work described in the Call-up against the Standing Offer.

### **2. STANDARD CLAUSES AND CONDITIONS**

#### **2.1 General Conditions**

2010C (2014-09-25), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

### **3. TERM OF CONTRACT**

#### **3.1 Period of the Contract**

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

### **4. AUTHORITIES**

#### **4.1 Contracting Authority**

The Contracting Authority will be identified at time of issuance of a Call-up against the Standing Offer.

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.

#### **4.2 Project Authority (and/or Technical Authority)**

The Project and/or Technical Authority will be identified at time of issuance of a Call-up against the Standing Offer.

The Project and/or Technical 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 and/or Technical Authority; however, the Project and/or Technical Authority has no authority to authorize change 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.

## **5. PAYMENT**

### **5.1 Basis of Payment**

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

### **5.2 Limitation of Expenditure**

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

### **5.3 Method of Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

## **6. INVOICING INSTRUCTIONS**

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

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority of the Contract for certification and payment.

## **7. OFFICIAL LANGUAGES**

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.



**8. 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.

## ANNEX "A"

### STATEMENT OF WORK

#### 1.1 Title

Winter Tent Rentals for Winterlude

#### 1.2 Introduction

The Capital Experience Branch of Canadian Heritage (PCH) is mandated to lead activities in the National Capital Region (NCR) and to make the NCR a symbol of unity and pride. The Capital Experience Branch produces many events in the NCR.

Winterlude is a winter festival held in Ottawa and in Gatineau over the first three weekends in February. It enlivens the Nation's Capital with outdoor activities and events held on and near the Rideau Canal Skateway. Winterlude activities take place at three official sites in the National Capital Region: Rideau Canal Skateway (Ottawa), Confederation Park (Ottawa) and Jacques Cartier Park (Gatineau).

Held since 1979, Winterlude has grown over the years into an international event that attracts hundreds of thousands of visitors.

#### 1.3 Purpose of requirement

Canadian Heritage (PCH) is seeking the services of a supplier that rents out structural winter tents to meet programming needs. The tents will be used for various programming components of Winterlude at the Jacques Cartier Park (Gatineau) and Confederation Park (Ottawa).

PCH is seeking an Offeror to provide all of the equipment, hardware, materials, shipping and labour required to install, maintain and dismantle the proposed tents. PCH complies with the various Canadian federal rules and standards, and the Offeror shall therefore prove its compliance therewith by submitting the necessary certificates and attestations. Please refer to **Annex "C" and Attachment 1, Annex "A"** for a description of requirements as well as specifications and standards.

A Standing Offer will be implemented for a period of two (2) years, with two (2) optional renewal periods of one year each.

## 2. REQUIREMENTS

### 2.1 Tasks, activities, deliverables and milestones

The Offeror shall be able to supply the required tents, install them near the end of January and dismantle them in mid-February. The Offeror shall also be able to provide for transportation of its equipment and labour. The Offeror shall also be able to report to the sites quickly in the event of breakage, required repairs or any other health and safety issue. The Offeror shall have the inventory required to install the tents to the specifications set out in Attachment 1, Annex A.

### 2.2 Technical, operational and organizational environment

The tents will be erected outdoors on frozen ground that is flat but not perfectly level. Installation work at Confederation Park (corner of Laurier and Elgin in Ottawa) and Jacques Cartier Park

(Laurier Street in Gatineau) may occur at different times (i.e., one tent mounted three weeks before the start of Winterlude and the others one week in advance).

The installation and dismantlement dates specified for Winterlude and for certain other events remain to be determined and are specified for reference purposes only. These dates may vary according to weather conditions and may be postponed without notice. The chosen Offeror will receive a detailed schedule in advance of each event.

The Offeror shall also work to specific site plans and comply with all regulations applicable to each site.

### 2.3 Method of Approval and Approving Authority

**Service and Cost Estimate:** Based on the list of needs, estimate the cost of goods and services required to complete the work in accordance with the price list submitted in the Request for Standing Offer. PCH reserves the right to adjust quantities based on requirements.

No financial penalty may be applied in the event that cancellations are required and requested at least four (4) hours prior to the scheduled installation date and time.

Once completed, all installation work **must be verified by the PHC representative** to confirm its safety and quality.

#### 2.3.1 Proposed Products

Bidders shall provide tents with the following characteristics:

- a) White in colour;
- b) Hoecker or an equivalent brand (equivalent to be checked and approved by PCH).
- c) Sized as follows:
  - one (1) tent, 65 feet x 80 feet;
  - one (1) tent, 40 feet x 150 feet;
  - two (2) tents, 20 feet x 30 feet;
- d) Written certification that the structures are capable of withstanding winter conditions including wind and snow loads, as described in Attachment 1, Annex A;
- e) The exact dimensions of the tents proposed by the Bidder for each tent. Tents must conform to the minimum dimensions specified in Annex "C";
- f) A detailed description of doors and their possible locations in each tent;
- g) A description of the safety equipment to be installed in each tent in compliance with the various regulations mentioned in Attachment 1, Annex A;
- h) A description of the types of fans available for each heated tent. NOTE: For information only, not to be taken into consideration in assessing the offers;
- i) A description of the lighting system used for each tent where lighting is required;
- j) The distribution of amperage for the amount of electricity required to operate fans (for information only) and lights, for each tent;
- k) A plan for each tent together with a supporting certificate;
- l) Identification of anchor points to reflect the maximum interior loadbearing capacity of the tent, for each tent.

### **3. OTHER CONDITIONS OF THE SOW**

#### **3.1 Heating**

PCH will provide forced-air heating units supplied by a third party. The heating units will be placed near ground level at various locations outside the tents. The Offeror shall be able to make openings in certain walls of the tents to allow the entry of forced-air conduits and maintain these walls for the duration of the agreement.

PCH anticipates a need to heat one (1) tent at Jacques Cartier Park. Needs will be identified in subsequent call-ups under a Standing Offer (see subsequent call-up form in Annex "G").

#### **3.2 Calendar**

Tents shall be installed and operational at various times prior to the event. Sites will be available for the commencement of assembly work at least five (5) days prior to the scheduled date of operation.

The Offeror will be informed of Winterlude installation dates no later than December 15 each year.

#### **3.3 Emergency Service**

The Offeror must provide PCH with an emergency number and the name of an emergency contact available at all times during the tent installation period.

The Offeror must also respond to emergency calls from the PCH representative within an hour of the call, and must be able to report on site within three (3) hours, as needed.

At the request of PCH, the Offeror must perform a mandatory site visit to assess the situation if forecasted winds exceed the tent's capacity. An inspection shall be made to assess any possible changes to the construction caused by any weather conditions exceeding tent specifications.

#### **3.4 PCH's Obligations**

1. Provide the Offeror with event dates no later than sixty (60) days prior to the start of Winterlude each year;
2. Specify the required number and size of tents no later than thirty (30) days before the commencement of assembly activities each year. Quantities and sizes may vary from one year to another;
3. Provide a site conducive to installation work, i.e., snow removal and minor de-icing prior to erecting the tent(s);
4. Locate underground services at prospect tent sites;
5. Provide a heating system;
6. Provide an installation schedule no later than December 15 each year;
7. Provide a plan showing openings in each of the tents (doors and heating conduits) no later than December 15 each year.

#### **3.5 Offeror's Obligations**

1. Provide technical plans and specifications showing construction details, together with a written certificate of compliance confirming that each tent has been erected as shown on plans. The plan shall be prepared by a structural engineer;
2. Provide certified attestations showing that the tents and materials meet the standards

- and criteria specified in Annex “C” and in Attachment 1, Annex “A”;
3. Be available to meet with the Technical Authority for the site prior to tent installation;
  4. Be available to respond to emergency calls at all times within a maximum of one (1) hour for as long as the tents remain at the sites;
  5. Provide suspended ventilation (or other) options in heated tents to ensure the effective circulation and exhaust of air inside the tents;
  6. Provide wall brackets for hanging items such as lighting, backdrops, signage, etc. on interior tent beams. Based on the number of tents required under this Request, we estimate a need for approximately 50 brackets.
  7. Provide generators for tent installation as needed. PCH will provide details concerning these needs within a reasonable time period;
  8. Provide ambient lighting inside tents for night use; lighting shall conform to the standards of the Illuminating Engineering Society of North America (IESNA);
  9. Provide the emergency materials required to conform to the requirements of the fire and emergency code in force in the jurisdiction where the tents are erected. These items include, but are not limited to, extinguishers, illuminated emergency exit signs, etc.

### 3.6 Language of Work:

The Offeror and its employees shall be able to communicate in both official languages.

### 3.7 Occupational Health and Safety Requirements:

While executing its contract with the Department, the Offeror will comply with federal, provincial and municipal occupational health and safety legislation and regulations. Where federal, provincial and municipal legislation and regulations diverge, the Offeror will comply with the more stringent provisions. All sites covered by the work are considered “**construction sites**” within the meaning of federal, provincial and municipal legislation and regulations, and are subject to federal, provincial and municipal legislation and regulations pertaining to occupational health and safety in the construction industry.

The Offeror will pay all costs inherent in complying with federal, provincial and municipal occupational health and safety legislation and regulations (including occupational health and safety in the construction industry).

**ANNEX “B”**
**MANDATORY EVALUATION CRITERIA**

MANDATORY EVALUATION CRITERIA: The Offer must meet all mandatory criteria to be considered compliant. Failure on the part of the Offeror not meeting a mandatory criterion will result in the Offer being deemed non-compliant and no further consideration will be given.

<b>MANDATORY CRITERIA – RENTAL OF TENTS FOR WINTERLUDE 2015</b>					
<b>Mandatory Requirements</b>		<b>Met</b>	<b>Not Met</b>	<b>Cross- Reference in the Offer</b>	
<b>M1</b>	The Offeror must have at least five (5) years of experience in the delivery, installation and dismantling of temporary tents.				
<b>M2</b>	The Offeror must provide one (1) reference, name and phone number, that can confirm that the Offeror has experience setting up tents during the winter.				
<b>M3</b>	The Offeror must provide an inventory of tents that meets the requirements of Attachment 1 to Annex A.				
<b>M4</b>	The Offeror must demonstrate its capacity to respond to emergency calls from the Technical Authority within one (1) hour of their reception and to provide on-site emergency services within three (3) hours following the initial call.				
<b>M5</b>	The Offeror must provide confirmation that the tents meet the security and structural specification indicated in Attachment 1 to Annex “A”. The Offer must provide written certifications in the form of official certified documents, photocopies or photos of the certifications if they are affixed to the tents.				

## ANNEX "C"

### BASIS OF PAYMENT

The Offeror will receive payment in accordance with the following terms and conditions of payment for work completed under the Standing Offer.

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

The proposed prices are to include installation, deliver, inspections and dismantlement. The Offeror will be paid as specified below for work performed under the Contract.

#### 1.0 TENT RENTAL COSTS

Tents may be installed on various surfaces that require anchoring with the use of stakes driven into the ground. The costs quoted must comprise fixed unit costs for the duration of Winterlude. PCH may make adjustments to needs (quantities required) using this price list.

#### A- One (1) tent at Jacques Cartier Park

Tent Size	Tent type and accessories	Period	Unit Cost for Duration of the Event
<b>65' x 80'</b>	- A-frame style - Two (2) commercial doors in aluminum (min 1.82 meters) - Two (2) heating vents - Ambient lighting	Initial	
		Option 1	
		Option 2	

#### B - Three (3) tents at Confederation Park

Tent Size	Tent type and accessories	Period	Unit Cost for Duration of the Event
<b>20' x 30'</b>	Wall only,* no lighting/heating accessories.	Initial	
		Option 1	
		Option 2	
<b>20' x 30'</b>	Wall only,* no lighting/heating accessories.	Initial	
		Option 1	
		Option 2	
<b>40' x 150'</b>	Wall only,* no lighting/heating accessories.	Initial	
		Option 1	
		Option 2	

\*requires at least one (1) moveable partition wall to access tent interior.

## 2.0 ACCESSORY RENTAL COSTS

The following costs represent the unit costs of accessories **and will be taken into consideration** in the financial assessment. PCH may make adjustments to the required needs using this rate schedule. Identification of these costs does not place PCH under any obligation to use these additional accessories.

Description	Period	Unit Cost for Duration of the Event
<b>Wall brackets</b> <i>(unit cost of needs exceeding the 50 specified in the Statement of Work)</i>	Initial	
	Option 1	
	Option 2	
<b>Commercial aluminium door (minimum 1.82 meters)</b> <i>(unit cost of needs exceeding the requirements of the tent located in Jacques Cartier Park, described in the Statement of Work).</i>	Initial	
	Option 1	
	Option 2	
<b>Fan</b>	Initial	
	Option 1	
	Option 2	
<b>Generator</b> <i>(for tent installation, as requested by PCH)</i>	Initial	
	Option 1	
	Option 2	



**ANNEX “D”**
**EXAMPLE OF REQUIREMENTS FOR PURPOSE OF THE FINANCIAL EVALUATION**

For financial assessment purposes, the cost is calculated by adding up the total costs submitted for the four (4) tents below for the four (4) years potentially covered by the Standing Offer (including the optional periods if used). Calculations will be made by the Contracting Authority based on the rates submitted by the Offeror in the Basis of Payment set out in Annex “C”.

Reference #	Description	Period	Rental cost for duration of the event
1	65' x 80' Jacques Cartier Park	Initial	
		Option 1	
		Option 2	
2	20' x 30' Confederation Park	Initial	
		Option 1	
		Option 2	
3	20' x 30' Confederation Park	Initial	
		Option 1	
		Option 2	
4	40' x 150' Confederation Park	Initial	
		Option 1	
		Option 2	
5	Commercial door in aluminium (exceeding Statement of Work requirements)	Initial	
		Option 1	
		Option 2	
6	Fan (exceeding Statement of Work requirements)	Initial	
		Option 1	
		Option 2	
7	Generator	Initial	
		Option 1	
		Option 2	
<b>TOTAL FOR FINANCIAL ASSESSMENT PURPOSES</b> (sum of all items for each potential year of the Standing Offer)			\$

**ANNEX "E"**

**OFFER OF SERVICES FORM**

**REQUEST FOR STANDING OFFER 10140150**

**WINTER TENT RENTALS FOR WINTERLUDE**

<i>(to be filled in by Bidder)</i>	
<b>Offeror's full legal name</b>	
<b>Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Offeror's Procurement Business Number (PBN)</b> <i>(see the Standard Instructions 2003)</i>	
<b>Offeror's GST/HST/QST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the Request for Standing Offer for a definition of "Former Public Servant".	Is the Offeror a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Offeror a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

<p>On behalf of the Offeror, by signing below, I confirm that I have read the entire Request for Standing Offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:</p> <ol style="list-style-type: none"><li>1. The Offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO;</li><li>2. This Offer is valid for the period requested in the RFSO;</li><li>3. All the information provided in the Offer is complete, true and accurate; and</li><li>4. If the Offeror is awarded a Standing Offer, it will accept all the terms and conditions set out in Part 6 - Resulting Standing Offer and Contract (Call-up) Clauses included in the bid solicitation.</li></ol>	
<b>Signature of Authorized Representative of Offeror</b>	

**ANNEX "F"****INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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

ANNEX "G"

942 FORM CALL-UP AGAINST A STANDING OFFER

Item No. Article n°		Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Exl. Price Prix prévu
Delivery Address - Adresse de livraison		Invoicing address - Adresse de facturation See Delivery Address / Voir adresse de livraison		FOB - FAD		Amount - Montant / CAD	
				Terms of payment - Modalités de paiement A/P, Due 30 Days From Document Date		T. Taxes - T. taxes / CAD	
						T. Amount - Montant T. / CAD	
<b>Special Instructions - Instructions spéciales</b>				Certified pursuant to subsection 22(1) of Financial Administration Act Certifié en vertu du paragraphe 22(1) de la Loi sur le gestion des finances publiques.			
To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number. Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulés dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissements et bordereaux d'emballage doivent tous porter le numéro de la demande.				Signature _____ Date _____			
				Approved for the Minister: _____ Approuvé pour le Ministre _____			
				Signature _____ Date _____			



**ATTACHMENT 1 TO ANNEX A  
SPECIFICATIONS AND STANDARDS**

**N.B.: Tents that do not meet the minimum safety and structural criteria specified below will be automatically disqualified from the assessment process.**

**If a Bidder wishes to propose a brand of tent other than Hoecker, the brand in question must meet all of the same requirements specified in this document. Equivalency requests must be submitted to the Standing Offer Authority at least fifteen (15) working days prior to the close of the Request for Standing Offers.**

<b>Dimension / Size</b>	<ul style="list-style-type: none"> <li>a) A-frame style tents of the specified dimensions;</li> <li>b) Hoecker brand or an <u>equivalent</u>* (include specific details for tents you consider equivalent);</li> <li>c) Solid walls (no windows); and</li> <li>d) Structural configuration left to the Contractor's discretion, subject to the above-mentioned terms and conditions.</li> </ul>
<b>Height</b>	<ul style="list-style-type: none"> <li>a) Minimum clearance shall be 2.5 meters.</li> </ul>
<b>Doors / access way</b>	<ul style="list-style-type: none"> <li>a) Where required, two (2) double doors shall create an opening of 182 centimeters wide, opening to the exterior. One entrance shall be accessible to persons with reduced mobility in accordance with the standards in force;</li> <li>b) The tent shall be able to accommodate doors on any side;</li> <li>c) Supplier is responsible for identifying emergency exits.</li> </ul>
<b>Lighting</b>	<ul style="list-style-type: none"> <li>a) Must be installed in the upper portion of the tent; and</li> <li>b) Must be powerful enough for night use</li> </ul>
<b>Ventilation</b>	<ul style="list-style-type: none"> <li>a) Capable of accommodating hanging fans or ground fans to prevent overheating at roof.</li> </ul>
<b>Appearance</b>	<ul style="list-style-type: none"> <li>a) Must be white, waterproof, clean and in excellent condition.</li> </ul>
<b>Safety and structure</b>	<ul style="list-style-type: none"> <li>a) Fabric flame resistance certificate to N.F.P.A.-701 and CAN/ULC-S109-M;</li> <li>b) Provide and install the required safety equipment in accordance with the applicable regulations (extinguishers, emergency exit signage, etc.);</li> <li>c) Conform to FCC No.301-1982 Standard for Construction Operations, National Building Code of Canada 1995 (NBC);</li> <li>d) Structural installation and anchor installation shall conform to manufacturers' standards applicable in Canada.</li> <li>e) Structure must be able to withstand the following winter loads, established and weighted in accordance with the NBC:                         <ul style="list-style-type: none"> <li>i) wind load: design speed 86km/h for external pressure of 0.37 kPa. Internal pressure shall be determined according to tent configuration.</li> <li>ii) snow/rain load: 2.2 kPa balanced and 2.5 kPa unbalanced;</li> </ul> </li> <li>f) Minimum clearance must be 2.5 meters;</li> <li>g) Tent maintenance to protect public safety and structure.</li> </ul>

**\*Equivalents:**

All requests for approval of products (tents) equivalent to those requested must be submitted along with technical data no later than fifteen (15) calendar days prior to the close of the Request for Standing Offers.