

CANADIAN HERITAGE
REQUEST FOR STANDING OFFER

REQUEST NUMBER: 10140066

TITLE OF PROJECT: Rental of Fences and Privacy Screens

REQUEST DATE: November 14th, 2014

CLOSING DATE AND TIME: January 6th, 2015, 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Darquise LeBrun
Head, Procurement and Contracts, Special Projects
Contracting and Materiel Management Directorate
Canadian Heritage
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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 one (1) 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 three (3) 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: January 6th, 2015, at 15 Eddy Street, 2nd 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
4. If they are awarded a Standing Offer, they will accept all the terms and conditions set out in the Standing Offer and resulting contract clauses included in the Request for Standing Offer in Part 6 – Standing offer and Resulting Contract Clauses.

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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 Requirements for purpose of the Financial Evaluation
- Annex "E" Offer of Services Form
- Annex "F" Security Requirements Checklist
- Annex "G" Insurance Requirements
- Annex "H" Form 942 Call-up against a Standing Offer

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: one (1) year from award with three (3) option years.

The objective of this Standing Offer is to find an Offeror that will be able to supply construction grade fences and privacy screens for Canada Day, Winterlude and possibly other events on an as-and-when-required basis in the National Capital Region (NCR).

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 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" 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) 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 The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2.2 The Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 2.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 2.4 The Offeror must comply with the provisions of the:
- a) Security Requirements Check List, attached at Annex F;
 - b) *Industrial Security Manual* (Latest Edition).

3. STANDARD CLAUSES AND CONDITIONS

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

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 and providing services against the Standing Offer is for one (1) year 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 three (3) 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, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

E-mail: 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 for the Standing Offer 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 an authorized representative of Canada 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 (template provided at Annex “H”).

10. NON-STANDING OFFER ITEMS

Identified Users may incorporate within the Call-up up to a total of \$1,000.00 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, Security Requirements Checklist
- h) Annex G, Insurance Requirements;
- i) the Offeror's offer dated _____ (*to be determined at issuance of the Standing Offer*)

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 Contractor 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 Standing Offer.

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. TITLE**

Rental of Fences and Privacy Screens

2. INTRODUCTION

The Department of Canadian Heritage (PCH) is seeking to establish a Standing Offer for the provision, delivery, installation and dismantling of temporary fencing (construction grade fences) of various heights and privacy screens with braces (if required) for Winterlude, Canada Day and possibly other events on an as-and-when-required basis. The initial period of the Standing Offer will be for one (1) year with options to extend the period of the Standing Offer by up to three (3) additional one (1) year periods.

3. OBJECTIVE

As part of special events such as Canada Day and Winterlude, official event sites must be closed to the public during the installation and decommissioning of the sites. Furthermore, some areas of the official event site must remain inaccessible to the public during the event and the provision of temporary fencing is required to safely secure these areas.

4. REQUIREMENT

The work must be carried out according to the quantities and schedules set by PCH.

The Offeror must be able to provide the required inventory to meet the terms of this Request for Standing Offer. The Offeror's resources must be able to complete the work in all weather conditions and in accordance with the specifications in each Call-Up against the Standing Offer (see Annex H).

4.1 Tasks

The Offeror shall:

- supply, deliver, install and dismantle the number of temporary fencing required by the client;
- provide all personnel required for the delivery, installation and dismantling of the temporary fencing;
- provide fencing that is clean and in good condition with no damaged or rusted panels.

4.2 Specifications

Signs or lettering are not permitted on the temporary fencing provided under the resulting Call-Ups against the Standing Offer.

The following table represents the estimated quantity of fencing required (based on previous Canada Day and Winterlude events). The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Canada Day (Quantities may vary from one edition to another)

Type	Jacques-Cartier Park	Major's Hill Park	Parliament Hill	Other Sites	TOTAL
4' Fencing	3950'	1800'			5750'
6' Fencing	160'	940'	940'	40'	2080'
8' Fencing	100'	2000'			2100'
Privacy Screens			800'	40'	840'

Winterlude (Quantities may vary from one edition to another)

Type	Jacques-Cartier Park	Confederation Park	TOTAL
6' Fencing	1650'		1650'
8' Fencing		350'	350'

4.3 Location of Official Event Sites

- Jacques-Cartier Park
- Major's Hill Park
- Parliament Hill
- Confederation Park
- Other identified satellite event sites located in the National Capital Region

4.4 Roles & Responsibilities

4.4.1 The Offeror:

- Provide a list of names of all personnel, by event site, working to deliver, install and dismantle the temporary fencing and privacy screens;
- Provide a description of the vehicles that will be used for deliveries to each event site including the type; make; model; and vehicle registration number;
- Comply with safety procedures on sites as well as site access protocols. These procedures and protocols will be shared with the Contractor prior to delivery.

4.4.2 PCH:

- Maintain constant liaison with the Offeror to revise the procedures to carry out the work, including any changes to the required quantities, installation and dismantling schedules;
- Provide security on the site and site access clearance;

- Identify and provide contact information for the event site Logistics Coordinators who will be the contact points for all work conducted on the official event sites;
- Event site Logistics Coordinators will manage and coordinate operations at each official event site; oversee operations towards achieving the objectives of the quality of work and ensure that work is completed in a safe manner in accordance with PCH and the Government of Canada policies;
- Provide any other authorizations necessary for the Offeror and its personnel to access and conduct work on the official event sites.

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.

MANDATORY CRITERIA – RENTAL OF FENCES				
Mandatory Requirements		Met	Not Met	Cross- Reference in the Offer
M1	The Offeror must demonstrate its capacity to provide the required volume of construction grade fencing and privacy screens based on the volumetric data provided in the Statement of Work at Annex “A”, article 4.2.			

ANNEX "C"

BASIS OF PAYMENT

The Offeror shall not arrange or incur any expenditure other than those stipulated in the Call-Up on behalf of her Majesty without prior authorization by the Contracting Authority.

The Offeror will be paid in accordance with the following Basis of Payment pursuant to the issuance of a Call-up.

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

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

1.0 INITIAL STANDING OFFER PERIOD

One (1) year from issuance of the Standing Offer

	Description of Deliverable	Daily	Weekly	Monthly
1.	4 ft. fencing	/ linear foot	/ linear foot	/ linear foot
2.	6 ft. fencing	/ linear foot	/ linear foot	/ linear foot
3.	8 ft. fencing	/ linear foot	/ linear foot	/ linear foot
4.	Privacy Screens	/ linear foot	/ linear foot	/ linear foot
5.	Wind braces	/ unit	/ unit	/ unit

2.0 OPTION PERIODS

Option Period 1:

	Description of Deliverable	Daily	Weekly	Monthly
1.	4 ft. fencing	/ linear foot	/ linear foot	/ linear foot
2.	6 ft. fencing	/ linear foot	/ linear foot	/ linear foot
3.	8 ft. fencing	/ linear foot	/ linear foot	/ linear foot
4.	Privacy Screens	/ linear foot	/ linear foot	/ linear foot
5.	Wind braces	/ unit	/ unit	/ unit

Option Period 2:

	Description of Deliverable	Daily	Weekly	Monthly
1.	4 ft. fencing	/ linear foot	/ linear foot	/ linear foot
2.	6 ft. fencing	/ linear foot	/ linear foot	/ linear foot
3.	8 ft. fencing	/ linear foot	/ linear foot	/ linear foot
4.	Privacy Screens	/ linear foot	/ linear foot	/ linear foot
5.	Wind braces	/ unit	/ unit	/ unit

Option Period 3:

	Description of Deliverable	Daily	Weekly	Monthly
1.	4 ft. fencing	/ linear foot	/ linear foot	/ linear foot
2.	6 ft. fencing	/ linear foot	/ linear foot	/ linear foot
3.	8 ft. fencing	/ linear foot	/ linear foot	/ linear foot
4.	Privacy Screens	/ linear foot	/ linear foot	/ linear foot
5.	Wind braces	/ unit	/ unit	/ unit

ANNEX “D”

EXAMPLE REQUIREMENTS FOR PURPOSE OF THE FINANCIAL EVALUATION

See separate attachment

ANNEX E
OFFER OF SERVICES FORM
REQUEST FOR STANDING OFFER 10140066
RENTAL OF FENCES AND PRIVACY SCREENS

<i>(to be filled in by Offeror)</i>									
Offeror's full legal name									
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name								
	Title								
	Address								
	Telephone #								
	Fax #								
	Email								
Offeror's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>									
Offeror's GST/HST/QST number									
Tax rate to be charged on any resulting contract	Specify percentage: _____ %								
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)									
Former Public Servants See the Article in Part 2 of the Request for Standing Offer for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"								
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"								
Security Clearance Level of Offeror i. Offeror's (Company) name and full address as they appear on the security clearance application: ii. Security clearance level granted and file number:	i.								
	Designated Organization Screening (DOS) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="4">Specify file number:</td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Specify file number:			
	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>					
	Specify file number:								
Facility Security Clearance (FSC) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> <tr> <td colspan="4">Specify file number:</td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	Specify file number:				
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>						
Specify file number:									
Document Safeguarding Capability (DSC) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>Yes</td> <td><input type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> </tr> </table>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>					
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>						

iii. Expiry date:	iii.
<p>Security Clearance Level of Offeror's Individual Resources <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p> <p>iii. Security Screening Certificate and Briefing Form file number</p>	<p>i.</p> <p>ii.</p> <p>iii.</p>
<p>On behalf of the Offeror, by signing below, I confirm that I have read the entire Request for Standing Offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that:</p> <ol style="list-style-type: none"> 1. The Offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO; 2. This Offer is valid for the period requested in the RFSO; 3. All the information provided in the Offer is complete, true and accurate; and 4. If the Offeror is awarded a Standing Offer, it will accept all the terms and conditions set out in Part 6 - Resulting Standing Offer and Contract (Call-up) Clauses included in the bid solicitation. 	
Signature of Authorized Representative of Offeror	

ANNEX "F"

SECURITY REQUIREMENTS CHECKLIST

 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	
PCH	Expérience de la Capitale	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
	Sort en appel d'offre	
4. Brief Description of Work / Brève description du travail service de location, livraison, installation et démantèlement de clôture temporaire pour les activités de la fête du Canada et de Bal de Neige		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of Information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PARTIE A - FOURNISSEUR / PARTIE A - SUPP.

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PARTIE B - PERSONNEL (SUPP) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:
Commentaires spéciaux : Accès à la Colline du Parlement pour la fête du Canada - exterior Access only - no access to restricted areas

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PARTIE C - SAFEGUARDS (SUPP) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET Très SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

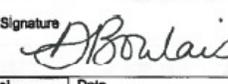
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Philip Porzuczek		Title - Titre Coordonnateur logistique	Signature 
Telephone No. - N° de téléphone 819-953-4195	Facsimile No. - N° de télécopieur 819-9340738	E-mail address - Adresse courriel philip.porzuczek@pch.gc.ca	Date 22 Octobre 2014
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Diane Boulais		Title - Titre Security Awareness Officer	Signature 
Telephone No. - N° de téléphone 944-3329	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel diane.boulais@pch.gc.ca	Date 2014-10-23
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Darquise LeBrun		Title - Titre Head, Procurement + Contracting	Signature 
Telephone No. - N° de téléphone 819-944-5199	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel darquise.lebrun@pch.gc.ca	Date Oct 22/14
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



ANNEX "G"**INSURANCE REQUIREMENTS****REQUEST FOR STANDING OFFER 10140066**

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.

