

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

REQUEST NUMBER: 10141183

TITLE OF PROJECT: Rental and Operation of Transportation Equipment

REQUEST DATE: March 27<sup>th</sup>, 2015

CLOSING DATE AND TIME: April 21<sup>st</sup>, 2015, 2:00 p.m., EDT

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: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@pch.gc.ca)

The Department of Canadian Heritage (PCH) 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 will be required 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 this period for up to two (2) additional one (1) year periods. PCH will be awarding one (1) Standing Offer for these services.

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.) EDT: April 21<sup>st</sup>, 2015, at:**

**Mail room / Bid Receiving**  
**RFSO: 10141183**  
**Attention: Darquise LeBrun**  
**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.

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## **PART 1 – GENERAL INFORMATION**

### **1. INTRODUCTION**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            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"        Offer of Services Form
- Annex "E"        Insurance Requirements
- Annex "F"        Form 942 Call-up against a Standing Offer
- Annex "G"        Checklist for submitting an Offer

#### **List of Attachments:**

- Attachment 1 to Annex B        Minimum Equipment Requirements
- Attachment 1 to Annex C        Example of Requirements for the Purpose of the Financial Evaluation

### **2. SUMMARY**

The Department of Canadian Heritage (PCH) is seeking to establish a Standing Offer for the following period: two (2) years from date of award with two (2) one (1) year option periods.

The objective of this Request for Standing Offers is to find an Offeror that will be able to provide Transportation Services for various events and celebrations in the National Capital Region. This

may include events that recur year to year or one-off special events that occur on an “as and when required” basis.

### **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 four (4) business days 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: three (3) 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. Offerors must submit rates for each of the items listed in the Basis of Payment at Annex "C".

#### **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.
- (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 “A” – Statement of Work, Annex “B” - Mandatory Evaluation Criteria and Attachment 1 to Annex B (Minimum Equipment Requirements)**.

### **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 the mandatory technical criteria in Annex B – Mandatory Evaluation Criteria;
- (c) Offers not meeting (a) or (b) will be declared non-responsive. The offer with the lowest evaluated price will be recommended for issuance of a Standing Offer. The evaluated price will be made based on typical requirements, as described in Attachment 1 to Annex C.

#### **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 call-up against the Standing Offer will be contingent upon internal approval. If such approval is not given, no call-up against the Standing Offer will be awarded.

## **PART 5 – CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a Standing Offer. 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 Standing Offer) and after award of a Standing Offer. The Standing Offer Authority will have the right to ask for additional information to verify Offerors' compliance with the certifications before award of a Standing Offer. The Offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the Offer non-responsive.

Compliance with the certifications provided by the Offeror in its Offer is a condition of the Standing Offer and subject to verification by Canada during the term of the Standing Offer. If the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Standing Offer, to terminate the Standing Offer 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](#) website

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

## **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**

There is no security requirements associated with the resulting 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) (<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 two (2) years from 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: [contrats-contracting@pch.gc.ca](mailto:contrats-contracting@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 Standing Offer.
- 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 (Form attached at Annex “F”).

## 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 (excluding applicable taxes).

## 11. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wordings 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);
- f) Annex A, Statement of Work;
- g) Annex C, Basis of Payment;
- h) Annex E, 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. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. 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 E. The Offeror must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with

the insurance requirements does not release the Offeror from or reduce its liability under the Standing Offer.

The Offeror is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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 Standing Offer Authority within 15 working days after the date of award of the Standing Offer, 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 Standing Offer 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 changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **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 address shown on page one of the Call-up against the Standing Offer 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

#### Rental and Operation of Transportation Equipment

##### 1. Objective

This Statement of Work (SOW) provides a description of a variety of possible requirements related to scheduled and as requested transportation services that Canadian Heritage (PCH) may have during the period of the Standing Offer (SO). The services will consist mainly of scheduled transportation of equipment, supplies, fuel and water for events. The main events for which these services will be required are Canada Day and Winterlude. Other events may be added on an as-and-when required basis. More detailed requirements are outlined in the Tasks section below.

The successful Offeror will supply various types of transportation equipment, vehicles and operators to transport the equipment and supplies. Deliveries will mainly take place between the PCH warehouse in Ottawa, Ontario and different event sites in the National Capital Region (NCR).

The selected Offeror must have access to the minimum equipment requirements as identified in Attachment 1 to Annex B, Minimum Equipment Requirements.

##### 2. Background

A Standing Offer is an offer from a potential Contractor to provide goods and/or services at pre-arranged prices, under set terms and conditions, when and if required. No contract exists until PCH issues an order, or « call-up » against the Standing Offer.

Production Services of the Capital Experience Branch of PCH is mandated with the setup, operation and teardown of various event sites throughout the NCR. The equipment for these events is kept at a warehouse on Bayview Road in Ottawa, Ontario. Due to the volume of equipment that is required to be transported to event sites, PCH makes use of a Contractor to move this equipment.

PCH uses fuel to power various equipment and generators on event sites. The Offeror will be required to deliver fuel via specialized fuel trucks on an as-and-when-required basis. PCH also requires water delivery services to the different event sites to primarily be used as ballast. The Offeror will provide the water delivery service based on pre-arranged schedules for each event. PCH or another Contractor will provide the containers for the water ballast.

##### 3. Tasks and Responsibilities

The Offeror will:

1. Provide drivers, operators and general labourers with vehicles for a variety of deliveries within the NCR (types and sizes of vehicles are further defined in Attachment 1 to Annex B, Minimum Equipment Requirements).
2. Provide dispatch services to ensure timely arrival of vehicle for transportation and deliveries.
3. Provide the pickup and delivery of materiel to event sites and other locations within the NCR. Additional labourers may be required, over and above the requirement for vehicle drivers. Drivers may be required to load and unload vehicles. Drivers may also be required to return to the PCH warehouse or event sites with empty vehicles in order to re-load them.

4. Provide drivers and appropriate vehicles in order to deliver fuel and water to event sites in the NCR.
5. Provide the adequate sizes of vehicles for the various transportation requirements in order to minimize costs and fuel usage.
6. Ensure vehicles used throughout the duration of the Standing Offer are no older than 2000 in model years, in good working order and are rust free.
7. Be responsible for all other costs related to this service, including operational costs such as gas, oil, insurance, parking charges, etc. PCH will only pay for the costs as specified in each of the resulting call-ups against the standing offer, based on prices outlined in the Basis of Payment at Annex C of the resulting Standing Offer.
8. Ensure timely delivery of vehicles, trailers and dry boxes that are to be loaded.
9. Provide the necessary equipment or materiel required to deliver loads and to ensure loads are secured for transportation and delivery (i.e. ratchet straps, moving blankets, load decking bars, load signage, etc.). Remove all equipment or materiel used to secure loads prior to unloading.
10. Provide vehicle and driver/operator/general labourer information when required. Some event sites require this information for security purposes prior to deliveries taking place.
11. Provide delivery slips for each delivery, whether to the PCH warehouse, event sites or other locations.
12. Abide by all Federal, provincial and municipal regulations or by-laws governing the transportation. The Offeror shall be responsible for any charges assessed as a result of such regulations and by-laws. In any jurisdiction, the contractor shall abide by the most stringent of these regulations or by-laws applicable.
13. Provide contact information for emergencies, problem reporting, inquiries or other contract related issues. The Offeror will be expected to respond to emergency calls within two (2) hours during events. This includes the time setting up for the event, duration of the event and the dismantling. Alternate contact information is expected in the event that the main contact is unavailable.
14. Drivers, operators and general labourers are expected to demonstrate professionalism, maintain clean drivers abstracts as well as clear and concise communications with PCH staff.
15. Drivers, operators and general labourers must be able to pass security checks where required. Specific requirements will be defined prior to each event.
16. Drivers and operators must possess and maintain required training, permits and/or certifications required to operate the types of vehicles being used for a specific requirement. Drivers and operators will be required to transport and operate vehicles in Ontario and Quebec.

PCH will:

1. Provide specific event requirements and schedules to the Offeror in a timely manner.
2. Provide access to the warehouse on Bayview Road in Ottawa, Ontario.
3. Provide access to event sites.
4. Facilitate access to secure areas, if required.
5. Provide contact information of staff members responsible for coordinating activities for any given event.

#### **4. Event Specific Information**

##### Delivery of Flatbed (Winterlude and Canada Day)

The timely delivery of flatbeds, or other means of transportation, to the warehouse to be loaded prior to delivery will ensure that the warehouse staff can have the equipment loaded in a safe and appropriate manner. The loading of these flatbeds is scheduled as part of the overall project plan and must be adhered to. The flat beds will generally be dropped off at the warehouse a few

days before delivery to site to allow for loading time. The drivers will be responsible for securing the loads.

#### Deliveries to site (Winterlude and Canada Day)

These deliveries are time sensitive as crews will be scheduled to work with the equipment being delivered. Delivery delays can result in cost overruns for PCH. Deliveries are made into parks that are off the road way, a high degree of care must be exercised while on delivery to minimize the impact of the truck and trailer on all unpaved surfaces, care must also be exercised when moving about the sites to avoid damaging trees and/or urban furniture. All posted regulations pertaining to vehicle movement must be respected; the site coordinator always has the final say on all vehicle movements. The vehicles may be instructed to use "Plywood Highways" in order to minimise the impact of the vehicle on the soil. These will be deployed by the site crew. Fork lifts are on sites to unload the flatbeds.

#### Pick up from Site (Winterlude and Canada Day)

As with the deliveries to site, an on time arrival for pick up will ensure that operations run smoothly on site. The same degree of care while driving is expected. "Plywood Highways" may also be used. Forklifts are on site to load the flatbeds.

#### Return to the warehouse. (Winterlude and Canada Day)

The flatbeds are returned to the warehouse to be unloaded, they are usually at the warehouse for a few days while getting unloaded and some may be unloaded right away so that the flatbed can return for more pick-ups.

#### Fuel Truck (all events)

The Fuel truck will be called upon to make deliveries of Diesel fuel only on an on call basis. Deliveries are made directly to event sites and are usually prescheduled so that the truck may do the rounds of the different sites. The fuel truck may be called upon for other events and at other locations; PCH will ensure access is pre-cleared prior to arrival, if necessary. The Fuel truck should have a minimum capacity of 480 litres. The hose should be at minimum 10' long.

#### Water Truck (all events)

The water truck service will be called upon to make deliveries on an on call basis. Deliveries are made directly to event sites and are usually prescheduled so that the truck may do the rounds of the different sites. The water truck may be called upon for other events and at other locations; PCH will ensure access is pre-cleared prior to arrival, if necessary. The water truck should have a minimum capacity of 200 liters. The hose should be a minimum of 25' long.

#### Other Requirements

The Offeror may also be called upon to offer driving services with their own tractor, to move third party equipment. These needs are based on the event requirements and cannot be pre-determined for the purpose of this SOW.

## **5. Event Sites and Schedules**

Although the services described in this SOW may be required for a variety of different events and sites, the main events and sites are the following:

#### Canada Day (mid-June to mid-July) and Winterlude (mid-January to end of February)

Gatineau, Quebec

- Jacques Cartier Park
- Canadian Museum of History
- Other sites as required

Ottawa, Ontario

- Confederation Park
- Sapper's Bridge
- Major's Hill Park
- Parliament Hill
- War Memorial
- Rideau Canal Skateway
- 84 Bayview road, the Warehouse
- National Capital Commission Warehouse on Woodroffe Avenue
- Other sites as required

## **6. Reporting Requirements**

### Delivery slips:

Delivery slips are required for each delivery of equipment, fuel and water. Work will not be considered complete until this slip has been received by the PCH warehouse personnel or event site coordinator(s). These slips will be used at the end of each event to validate invoicing information.

Each delivery slip must include the following information:

- Date of delivery
- Time of delivery
- Pick up site
- Delivery site
- Description of load
- Name of event
- Volume of fuel or water being delivered (in litres)

### Event report

The Contractor will be requested to provide a summary report for each event. This report will be reconciled with the delivery slips and event schedule in order to address discrepancies, if any, prior to payment of invoices.

The event report must include the following information:

- List of all equipment and/or materiel deliveries, including dates, times and locations
- List of all fuel and/or water deliveries, including dates, times, sites and volume

## **7. Project Management and Control Procedures**

The PCH Technical Authority will:

1. Provide the Contractor with detailed initial requirements at least 30 days before the start of work, whenever possible.
2. PCH will provide the final requirements and schedule to the Contractor 10 working days prior to the start of the event, whenever possible.
3. For Winterlude, PCH will confirm the removal schedule at least 5 days prior to the start of dismantling. The Contractor is to confirm receipt of the schedule and its acceptance of the schedule 3 days prior to the start of work.
4. For Canada Day, the delivery and pick up schedule will be amalgamated into one document.

5. For any other requirements, the schedule will be sent to the Contractor as soon as it is possible to do so.

Last minute requests and changes are possible. A certain degree of flexibility is expected from the Offeror to accommodate these requirements.

## **8. Change Management Procedures**

Changes initiated by PCH:

1. Identification of the revised requirement by PCH
2. Communicate new requirement to Contractor as soon as possible
3. Request feasibility and revised quote from the Contractor for the revised requirement
4. If quote does not affect the total cost of the Call up against the Standing Offer, the Contractor will be given a go to proceed as soon as possible
5. If revised quote changes the total above the call-up, PCH will need to go through internal processes in order to increase the value of the call-up
6. Once the amendment is processed, PCH will issue an approval to proceed with the revised requirement
7. The Contractor will inform PCH of any changes to the schedule that the revised requirements may incur.

Changes initiated by the Contractor:

1. Identification of the required change by the Contractor
2. Communication of the required change to PCH
3. Identify the issues leading to the change
4. Identify steps to remedy the issue
5. Identify costs, if any, to remedy the issue
6. Identify schedule impacts of the issue on all dependencies
7. Provide revised quote for remedy
8. PCH will provide a decision on remedy solution as soon as possible
9. PCH may ask for a different or modified solution based on the Contractor's proposed remedy solution
10. If the change is required due to a fault of the Contractor or its suppliers PCH will not incur additional charges
11. If the change is required through no fault of the Contractor, PCH will issue an approval to proceed as soon as the amendment to the call-up is processed.

**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 in meeting mandatory criterion will result in the Offer being deemed non-compliant and no further consideration will be given.

<b>MANDATORY CRITERIA – RENTAL AND OPERATION OF TRANSPORTATION EQUIPMENT</b>				
<b>Mandatory Requirements</b>		<b>Met</b>	<b>Not Met</b>	<b>Cross- Reference in the Offer</b>
<b>M1</b>	<p>The Offeror must demonstrate that it possesses experience in providing services similar to all those defined in the Statement of Work at Annex A. In order to demonstrate this experience, a minimum of three (3) project descriptions must be provided for projects completed within the last two (2) years. At a minimum, project descriptions are to include the following:</p> <ul style="list-style-type: none"> <li>- Name of client or department for which services were provided;</li> <li>- Current contact information (name and telephone number or email address)</li> <li>- Dates services were provided (start and end dates);</li> <li>- Brief description of the services provided.</li> </ul> <p>Note: Contact information may be used to validate the information provided with an Offer.</p>			
<b>M2</b>	<p>The Offeror must provide the following driver information for a minimum of three (3) main drivers:</p> <ul style="list-style-type: none"> <li>- Full names</li> <li>- Years of experience (each driver must possess a minimum of two (2) years of driving experience).</li> <li>- Licence class(es) of each driver being proposed.</li> </ul> <p>A minimum of one driver for each licence class required under the resulting standing offer must be proposed.</p>			
<b>M3</b>	<p>The Offeror must provide information for its lead representative that will act as Coordinator and Dispatcher for the duration of the Standing Offer.</p>			
<b>M4</b>	<p>The Offeror must demonstrate its capacity to provide emergency services throughout the duration of the Standing Offer, as defined in the Statement of Work at Annex A.</p>			
<b>M5</b>	<p>The Offeror must demonstrate that it possesses or has access to the minimum equipment and vehicle requirements outlined in Attachment 1 to Annex B, Minimum Equipment Requirements.</p>			
<b>M6</b>	<p>The Offeror must provide prices for each item listed in the Basis of Payment at Annex C.</p>			
<b>M7</b>	<p>The Offeror must demonstrate that the vehicles proposed to fulfill the requirements of the Standing Offer are no older than a 2000 model year.</p>			

**ATTACHMENT 1 TO ANNEX B**
**MINIMUM EQUIPMENT REQUIREMENTS**

The Offeror must demonstrate that it possesses or has access to the following equipment and/or vehicles at all times and for any given event.

<b>Item</b>	<b>Description of Equipment and Minimum Capacity</b>	<b>Quantity Required</b>	<b>Description of Offeror's Inventory</b>	<b>Quantity in inventory</b>
1	Pick-up truck with tow hitch	1		
2	Flatbed Trailer 53'	Up to 4		
3	Drybox Trailer 53'	Up to 6		
4	Refrigerated Trailer 53'	1		
5	Refrigerated Trailer ("Pup Reefer") – minimum 24'	1		
6	Tilt and Load Flatbed, 30', 40,000 lbs capacity	1		
7	Truck – 5 ton	1		
8	Refrigerated Truck – 5 ton	1		
9	Fuel Truck, minimum 480 Litres, 10' long hose	1		
10	Water Truck, minimum 200 litres, 25' long hose	1		

## ANNEX C

### BASIS OF PAYMENT

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, 2.0 and 3.0 below.

All firm prices submitted for lines 1 to 14 below must include ALL costs associated with operating the vehicles and/or equipment (i.e. mileage, fuel, etc.) with the exclusion of the costs associated with driving or handling the vehicles and/or equipment (Tractor/Rig Operator). Personnel called upon to provide services will be paid a firm hourly rate as specified below in lines 19 and 20.

#### 1.0 INITIAL STANDING OFFER PERIOD

**Two (2) years from issuance of the Standing Offer**

#	Description	Qty	(A) /Hourly	(A) /Day	(B) /Week	(C) /Month	(D) Other
<b>Equipment requirements</b>							
1	Flatbed trailer 53'	Ea.	\$	\$	\$	\$	
2	Drybox trailer 53'	Ea.	\$	\$	\$	\$	
3	Refrigerated trailer 53'	Ea.	\$	\$	\$	\$	
4	Refrigerated trailer ("Pup reefer")	Ea.	\$	\$	\$	\$	
5	Refrigerated trailers / hours of operation	Ea.	\$				
6	Tilt and load flatbed	Ea.	\$	\$	\$	\$	
7	Pickup truck with tow hitch	Ea.	\$	\$	\$	\$	
8	5 ton truck	Ea.	\$	\$	\$	\$	
9	5 ton refrigerated truck	Ea.	\$	\$	\$	\$	
<b>Delivery / Shunt Service</b>							
#	Description	Qty	Each				
10	Shunt / Flatbed trailer	Ea.	\$				
11	Shunt / Drybox trailer	Ea.	\$				
12	Shunt / Refrigerated Trailer 53'	Ea.	\$				
13	Shunt / Refrigerated Trailer ("Pup reefer")	Ea.	\$				
14	Shunt / Sea Container	Ea.	\$				

15	Fuel Truck	Ea.	<i>Initial cost per delivery only( fuel to be charged separately at cost)</i>		\$
16	Fuel Truck	Ea.	<i>Subsequent, contiguous deliveries/same day/different site</i>		\$
17	Water Truck	Ea.	<i>initial cost per delivery only</i>		\$
18	Water Truck	Ea.	<i>Subsequent, contiguous deliveries/same day/different site</i>		\$
<b>Operators and Labour</b>					
19	Tractor/Rig Operator	1	\$	/Hr	
20	General Labourer	1	\$	/Hr	

## 2.0 OPTION PERIODS

### Option Year 1:

#	Description	Qty	(A) /Hourly	(A) /Day	(B) /Week	(C) /Month	(D) Other
<b>Equipment requirements</b>							
1	Flatbed trailer 53'	Ea.	\$	\$	\$	\$	
2	Drybox trailer 53'	Ea.	\$	\$	\$	\$	
3	Refrigerated trailer 53'	Ea.	\$	\$	\$	\$	
4	Refrigerated trailer ("Pup reefer")	Ea.	\$	\$	\$	\$	
5	Refrigerated trailers / hours of operation	Ea.	\$				
6	Tilt and load flatbed	Ea.	\$	\$	\$	\$	
7	Pickup truck with tow hitch	Ea.	\$	\$	\$	\$	
8	5 ton truck	Ea.	\$	\$	\$	\$	
9	5 ton refrigerated truck	Ea.	\$	\$	\$	\$	
<b>Delivery / Shunt Service</b>							
#	Description	Qty	Each				
10	Shunt / Flatbed trailer	Ea.	\$				
11	Shunt / Drybox trailer	Ea.	\$				
12	Shunt / Refrigerated Trailer 53'	Ea.	\$				
13	Shunt / Refrigerated Trailer ("Pup reefer")	Ea.	\$				
14	Shunt / Sea Container	Ea.	\$				
15	Fuel Truck	Ea.	<i>Initial cost per delivery only( fuel to be charged separately at cost)</i>				\$
16	Fuel Truck	Ea.	<i>Subsequent, contiguous deliveries/same day/different site</i>				\$
17	Water Truck	Ea.	<i>initial cost per delivery only</i>				\$
18	Water Truck	Ea.	<i>Subsequent, contiguous deliveries/same day/different site</i>				\$

<b>Operators and Labour</b>			
19	Tractor/Rig Operator	1	\$ /Hr
20	General Labourer	1	\$ /Hr

**Option Year 2:**

#	Description	Qty	(A) /Hourly	(A) /Day	(B) /Week	(C) /Month	(D) Other
<b>Equipment requirements</b>							
1	Flatbed trailer 53'	Ea.	\$	\$	\$	\$	
2	Drybox trailer 53'	Ea.	\$	\$	\$	\$	
3	Refrigerated trailer 53'	Ea.	\$	\$	\$	\$	
4	Refrigerated trailer ("Pup reefer")	Ea.	\$	\$	\$	\$	
5	Refrigerated trailers / hours of operation	Ea.	\$				
6	Tilt and load flatbed	Ea.	\$	\$	\$	\$	
7	Pickup truck with tow hitch	Ea.	\$	\$	\$	\$	
8	5 ton truck	Ea.	\$	\$	\$	\$	
9	5 ton refrigerated truck	Ea.	\$	\$	\$	\$	
<b>Delivery / Shunt Service</b>							
#	Description	Qty	Each				
10	Shunt / Flatbed trailer	Ea.	\$				
11	Shunt / Drybox trailer	Ea.	\$				
12	Shunt / Refrigerated Trailer 53'	Ea.	\$				
13	Shunt / Refrigerated Trailer ("Pup reefer")	Ea.	\$				
14	Shunt / Sea Container	Ea.	\$				
15	Fuel Truck	Ea.	<i>Initial cost per delivery only( fuel to be charged separately at cost)</i>				\$
16	Fuel Truck	Ea.	<i>Subsequent, contiguous deliveries/same day/different site</i>				\$
17	Water Truck	Ea.	<i>initial cost per delivery only</i>				\$
18	Water Truck	Ea.	<i>Subsequent, contiguous deliveries/same day/different site</i>				\$
<b>Operators and Labour</b>							
19	Tractor/Rig Operator	1	\$ /Hr				
20	General Labourer	1	\$ /Hr				

**3. CANCELLATIONS**

If Canada cancels an event, the Offeror will be paid as follows:

Cancellation – less than 24 hours before event	100% of firm all-inclusive call-up value
Cancellation – more than 24 hours before the event	No charge

**ATTACHMENT 1 TO ANNEX C****EXAMPLE OF REQUIREMENTS FOR THE PURPOSE OF THE FINANCIAL EVALUATION**

The purpose of this document is to evaluate the financial term of each Offer based on typical usage. The financial evaluation will be completed by the Standing Offer Authority, based on prices provided by the Offeror in Annex C, the Basis of Payment. OFFERORS ARE NOT REQUIRED TO COMPLETE THIS DOCUMENT. It is provided solely for information purposes.

**Special consideration:**

All transportation originates and returns to 84 Bayview in Ottawa and is delivered and picked up at Confederation Park in Ottawa. This applies to all scenarios.

**SCENARIO 1:**

Provide Two (2) Shunts of a 20' Sea Container, Using Tilt and Load Flat-bed, and deliver to Confederation Park in Ottawa. One day will be required for the delivery at the beginning of the event and one day is required for the pick up at the end of the event.

- a. Contractor delivers flatbed to 84 Bayview warehouse. Estimated time 1.5 hours
- b. Contractor loads container on to flat-bed at 84 Bayview. Estimated time 0.5 hours
- c. Contractor drives to site. Estimated time 0.25 hours, no traffic
- d. Contractor unloads the container in the required area once at the park. Estimated time 0.5 hours
- e. Contractor returns to his yard. Estimated time 1.5 hours
- f. Contractor heads to the park for the pick-up. Estimated time 1.5 hours
- g. Contractor loads the sea container at the park. Estimated Time 0.5 hours
- h. Contractor drives to warehouse. Estimated time 0.25 hours, no traffic
- i. Contractor unloads the trailer at 84 Bayview. Estimated Time 0.5 hours
- j. Contractor returns to his yard. Estimated time 1.5 hours

**SCENARIO 2:**

Provide Three (3) Flat-bed trailers (53') for Delivery and Pick Up of Equipment

- a. Contractor delivers flat beds 5 days before park delivery date. Estimated time 2.5 hours
- b. PCH loads flatbeds
- c. On day of delivery, contractor drives tractor to warehouse. Estimated time 1.5 hours
- d. Contractor secures cargo, Estimated time 0.5 hours
- e. Contractor delivers flat-bed to park, Estimated time 0.25 hours
- f. PCH unloads flat bed. Estimated time 0.5 hours
- g. Contractor removes flat-bed from Park and returns them to his yard. Estimated time 1.5 hours
- h. Repeat steps d through g for the other 2 flatbeds, total estimated time 5.5 hours
- i. On day of pick up, contractor delivers flat-bed to park. Estimated time 1.5 hours
- j. PCH loads flat bed. Estimated time 0.5 hours
- k. Contractor secures cargo. Estimated time 0.5 hours
- l. Contractor delivers flat-bed back to Bayview. Estimated time 0.25 hours
- m. PCH unloads flat bed. Estimated time 0.5 hours
- n. On day one of pick up, contractor returns it to park for second load. Estimated time 0.25 hours.
- o. PCH loads flat-bed. Estimated time 0.5 hours
- p. Contractor delivers flat-bed back to Bayview. Estimated time 0.25 hours

- q. PCH unloads flat bed. Estimated time 0.5 hours
- r. Contractor returns the next day, picks up flat bed and delivers to park. Estimated time 2.0 hours
- s. PCH loads flat-bed. Estimated time 0.5 hours
- t. Contractor delivers flat-bed back to Bayview. Estimated time 0.25 hours
- u. PCH unloads flat-bed. Estimated time 0.5 hours
- v. Contractor returns the flat-bed to his yard. Estimated time 1.5 hours

**SCENARIO 3:**

## Provide Fueling Service

- a. Contractor gets call for fueling at Confederation Park and Jacques Cartier Park
- b. Contractor drives to Confederation Park and delivers fuel, (fuel cost is not part of this evaluation). Estimated time 2.0 hours
- c. Contractor drives from Confederation Park to Jacques Cartier Park. Estimated time 0.25 hours
- d. Contractor delivers fuel to Jacques Cartier Park. Estimated time 0.5 hours
- e. Contractor returns to his yard. Estimated time 1.5 hours

**SCENARIO 4:**

## Provide Small Shunt

- a. Contractor is tasked with delivery of two trailers to the parks
- b. Contractor drives to PCH warehouse. Estimated time 1.5 hours
- c. Contractor picks up trailer 1 and delivers to Confederation Park. Estimated time 0.5 hours
- d. Contractor returns to Bayview and picks up trailer 2. Estimated time 0.5 hours
- e. Contractor delivers trailer 2 to Jacques Cartier Park. Estimated time 0.25 hours
- f. After 2 hours the Contractor vehicle is able to complete his delivery. Estimated time 0.5 hours
- g. Contractor returns to his yard. Estimated time 1.5 hours

**SCENARIO 5:**

## Refrigerated Trailer ("Reefer") Service, one month rental (the refrigerated trailer operates for an estimated 200 hours)

- a. Contractor is called upon to deliver a 53' Refrigerated Trailer to Confederation Park
- b. Contractor delivers the 53' Refrigerated Trailer to Confederation Park. Estimated time 1.75 hours
- c. Contractor works with staff to ensure Refrigerated Trailer is parked leveled, Estimated time 0.5 hours
- d. Contractor returns to his yard. Estimated time 1.5 hours
- e. On day of pick up Contractor picks up the trailer, Estimated time 2.0 hours
- f. Contractor returns to his yard with Refrigerated Trailer. Estimated time 1.5 hours

**TO BE COMPLETED BY THE STANDING OFFER AUTHORITY, IN ACCORDANCE WITH  
PRICES SUBMITTED IN ANNEX C – BASIS OF PAYMENT**

**SCENARIO 1** Tilt and load flatbed container shunt

Line Item	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	Sub-total (Qty x Column A, B, C or D)
5	Tilt and load flatbed	2	\$				
13	Shunt / Sea Container	4	\$				
18	Tractor/Rig Operator	8.5 hrs	\$ /Hr				
<b>Total Scenario 1</b>							

**SCENARIO 2** Three flat beds

Line Item	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	Sub-total (Qty x Column A, B, C or D)
1	Flatbed trailer 53'	4	\$	\$			
10	Shunt / Flatbed trailer	6	\$ each				
19	Tractor/Rig Operator	21.75 hrs	\$ /Hr				
<b>Total Scenario 2</b>							

**SCENARIO 3** Fuel Truck

Line Item	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	Sub-total (Qty x Column A, B, C or D)
15	Fuel Truck	1	<i>initial cost per delivery only( fuel to be charged separately at cost)</i>			\$	
16	Fuel Truck	1	<i>Subsequent, contiguous deliveries/same day/different site</i>			\$	
19	Tractor/Rig Operator	4.25 hrs	\$ /Hr				
<b>Total Scenario 3</b>							

**SCENARIO 4** Small Shunt (Trailer Delivery)

Line Item	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	Sub-total (Qty x Column A, B, C or D)
7	Pickup truck with tow hitch	1					
19	Tractor/Rig Operator	4.75 hrs	\$ /Hr				
<b>Total Scenario 4</b>							

**SCENARIO 5** Refrigerated Trailer Service

Line Item	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	Sub-total (Qty x Column A, B, C or D)

3	Refrigerated trailer 53'	1			
5	Refrigerated trailers/ hours of operation	200			\$ / Hr
12	Shunt / Refrigerated Trailer 53'	2			
19	Tractor/Rig Operator	7.25 hrs	\$	/Hr	
<b>Total Scenario 5</b>					

**TOTAL OF ALL SCENARIOS**

Scenario	Description	Total Cost
1	Tilt and load flatbed container shunt	\$
2	Three flat beds	\$
3	Fuel Truck	\$
4	Small Shunt	\$
5	Refrigerated Trailer Service	\$
<b>TOTAL PRICE FOR PURPOSES OF THE FINANCIAL EVALUATION</b>		\$

**ANNEX D**
**OFFER OF SERVICES FORM**
**REQUEST FOR STANDING OFFER 10141183**
**RENTAL AND OPERATION OF TRANSPORTATION EQUIPMENT**

<i>(to be filled in by Offeror)</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 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"

<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 E

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

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

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Canadian Heritage.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,

284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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

## **2. Automobile Liability Insurance**

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27.

## **3. All Risk In Transit Insurance**

The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$1,000,000 per shipment. Government Property must be insured on replacement cost (new) basis.

Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

The All Risk Property in Transit insurance must include the following:

- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
- b. Loss Payee: Canada as its interest appears or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Heritage (PCH) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**ANNEX F**

**942 FORM CALL-UP AGAINST A STANDING OFFER**

Item No. Article n°		Description Description	U of I U de I	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Est. Price Prix prévu
Vendor # - N° fournisseur 285002		Contact Name - Nom du contact	Acc. # - N° comp.	Tel. No - N° du Tél.	Fax. No. - N° de télécop.	Date required - Demandé pour le	
To - A :		PST No - N° de TPS As per standing offer Selon l'offre permanente	Contact - Personne-ressource	Tel. No - N° du Tél.	Fax. No. - N° de télécop.	Order No. N° de la demande	
		Standing offer No. - N° d'offre permanente				Order date Date de la demande	
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> 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 stipulées dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissements et bordereaux d'emballage doivent tous porter le numéro de la demande.				Certified pursuant to subsection 33(1) of Financial Administration Act Certifié en vertu du paragraphe 33(1) de la Loi sur la gestion des finances publiques.			
Signature				Date			
Approved for the Minister: Approuvé pour le Ministre							
Signature				Date			

## ANNEX G

### CHECKLIST FOR SUBMITTING AN OFFER

When submitting an Offer, ensure the following documents and/or information is provided with your Offer:

- Completed Basis of Payment at Annex C (sealed in a separate envelope)
- Documents/certifications to support compliance with Mandatory Technical Criteria at Annex B and Attachment 1 to Annex B, Minimum Equipment Requirements
- Completed and signed Annex D – Offer of Services Form
- Proof of Insurance (note: this can also be provided at a later date, on issuance of a Standing Offer)