

CANADIAN HERITAGE
REQUEST FOR STANDING OFFER

REQUEST NUMBER: 10141077

TITLE OF PROJECT: Rental of Two-Way Radios and related Technical Support Services

REQUEST DATE: April 24th, 2015

CLOSING DATE AND TIME: June 4th, 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

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 issuing 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: June 4th, 2015, at:**

Mail room / Bid Receiving
RFSO: 10141077
Attention: Darquise LeBrun
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 "D". 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.

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Attachment 1 to Annex C	Calculation of Price for Purposes of the Financial Evaluation

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"	Form 942 Call-up against a Standing Offer
Annex "F"	Checklist for submitting an Offer

List of Attachments:

Attachment 1 to Annex B	Minimum Equipment Requirements
Attachment 1 to Annex C	Calculation of Price for Purposes 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) additional one (1) year option periods.

The objective of this Request for Standing Offers is to find an Offeror that will be able to provide Rental of Two-Radio Equipment and related Technical Support 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 seven (7) calendar 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.

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 “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 and Attachment 1 to Annex B – Minimum Equipment Requirements;
- (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 the lowest evaluated price, as described in Attachment 1 to Annex C – Calculation of Price for Purposes of the Financial Evaluation.

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) 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 requirement associated to this Standing Offer.

3. STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *[Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)* (<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, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

E-mail: 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 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 (Form attached at Annex “E”).

10. NON-STANDING OFFER ITEMS

Identified Users may incorporate within the Call-up up to a total of \$2,500.00 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);
- e) Annex A, Statement of Work;
- f) Annex C, Basis of Payment;
- g) 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 Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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 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.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoHS, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

ANNEX A

STATEMENT OF WORK

1. Title

Rental of Two-Way Radios and related Technical Support Services

2. Introduction

The Department of Canadian Heritage (PCH) is seeking to establish a Standing Offer for the rental of different types of two-way radio equipment and related technical support services to cover communications requirements associated with the different events it produces. These include but are not limited to: Winterlude, Canada Day, Sound and Light Show and Christmas Lights across Canada. The two-way radio equipment will be used for communications between networks of the different groups and event sites located within the National Capital Region (NCR). Technical support services are also required from time to time to conduct installations, testing, modifications and troubleshooting associated to this requirement.

3. Background

Each year, PCH organizes major events in Canada's capital region in order to promote active citizenship through civic participation, recognize Canadians' shared values and celebrate the people and events that shape Canada.

Flagship events are Winterlude, Canada Day, Sound and Light Show and Christmas Lights across Canada. Services may also be required for other events on an as-and-when required basis.

4. Duration of the Standing Offer

The resulting Standing Offer will be for a period of two (2) years from date of award with the possibility of extending it up to two (2) additional one (1) year periods.

5. Objective of the Requirement

Based on the requirements put forth by PCH prior to each event, the Offeror will:

- Provide access to a functional two-way radio network that meets or exceeds the requirements set forth in this document;
- Provide two-way radio equipment and accessories that are functional, highly effective, resistant and secure;
- Provide delivery and pick up of all equipment and accessories according to pre-established schedules;
- Provide as-and-when required technical support services on a 24 hours a day / 7 days a week basis during events;
- Provide technical support services within sixty (60) minutes of receiving an emergency call.

6. Scope and Tasks associated with the Requirement

Offeror's responsibilities include:

Two-way Radio Equipment Rental Services:

- Provide a two-way radio system with network coverage for all events that encompass the greater National Capital Region. The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [Department of Justice](#);
- Provide complete network coverage, all the equipment and related services;
- Ensure Frequency Licensing with Industry Canada;
- Maintain sufficient inventory of the various types of two-way radio equipment to satisfy the requirements of the different events described in this document and ensure back-up equipment is available in the event of malfunctions;
- Ability to respond to requests within 48 hours of their receipt;
- Ensure clear and concise communications between PCH and Offeror's personnel to ensure all equipment orders are prepared, delivered and picked up on time;
- Prepare, deliver and pick up fully equipped and functional two-way radio equipment;
- Provide replacement equipment for malfunctioning devices within 60 minutes of receiving a call from PCH;
- Conduct a complete test of the two-way radio system for the network coverage and programming one week prior to each event. In some instances, tests may be required during the events (i.e. Winterlude due to its duration).

Technical Support Services:

- Provide 24 hours a day / 7 days a week services for technical support;
- Provide technical support services to deliver, install, test, dismantle and dispatch operations equipment within a Joint Operation Centre (location to be determined prior the Event).
- Provide technical support services in order to conduct installation, modifications and troubleshooting;
- Provide the services of a qualified technician in all instances where technical support services are required. All technicians should be qualified to render the service(s) required; qualification may be in the form of company training, equipment specific training and certification or a combination of the three.

7. Technical Features and Specifications

System:

- Frequency: Digital (UHF)
- Very high degree of confidentiality (i.e. frequency solely available to PCH users)
- Two-way radio system capable of handling a network with a minimum of seven (7) talk groups simultaneously. The system must be able to allow each talk group to operate independently of the other talk groups and at the same time as all the other talk groups.
- Two-way radio system capable of programming different talk groups on different portable radio and/or mobile base station units.

Two-way radio equipment and accessories:

The two way radio equipment and accessories shall be of high performance, highly effective, resistant, of rugged construction, to be able to withstand adverse field and weather conditions, such as being submersed in water. Should PCH lose or damage a device and it cannot be repaired, PCH will replace the device, as stipulated in the Basis of Payment at Annex C.

All equipment and accessories must be compatible products.

The two types of two-way radios required for this contract are; hand-held and stationary or base.

A hand held two-way radio is a device or transceiver which can both transmit and receive voice communication. Other terms for two-way radios include; walkie-talkies, hand held radios and portable radios.

For the duration of the resulting Standing Offer, a two-way radio hand held device shall include and be equipped with: two (2) batteries equipped with belt clips, a remote speaker microphone or a headset equipped with a boom microphone, an antenna and a single charger.

A mobile / base station is a two-way radio device which typically resides at one's desk or in a control station.

For the duration of the resulting Standing Offer, a two-way radio mobile / base station device shall include and be equipped with: a desk top microphone and a mag mount antenna equipped with 25 feet length of coax cable ready to plug into the two-way radio device.

The types of two-way radio accessories required are, but not limited to; batteries, belt clips, antenna, remote speaker microphones, headsets equipped with boom microphone, surveillance accessory, individual charger, multi-chargers and a dispatcher box.

Accessories specifications:

Battery: Lithium Ion with a minimum estimated operational time of eighteen (18) hours.

Belt-clip

Remote lapel speaker microphone equipped with a plug-in for an in ear piece accessory for listening.

Headset, over the head, equipped with a boom microphone and remote Push To Talk (PTT) button.

The surveillance accessory is an in ear piece type to receive (Listen) only and must be compatible to work with the remote speaker microphone.

Single battery charger equipped with LED display.

Multi-chargers that can charge up to 6 batteries simultaneously.

Dispatcher box: a foot operations switch to choose from which base station to transmit and receive.

8. Project Management Control Procedures

The individual identified in the resulting contract (call-up against the Standing Offer) as the Technical or Project Authority shall review all initial event requirements and aim to provide them to the Offeror at least thirty (30) days prior to an event. The Offeror will then have three (3) working days to provide comments, if any. Final acceptance of the schedule will be completed at least fourteen (14) days prior to an event. Based on final acceptance of the schedule by the PCH Project and/or Technical Authority and the Offeror, a call-up against the Standing Offer (see Annex E) will be issued to the Offeror based on the prices listed in the Basis of Payment at Annex C. Last minute changes do occur from time-to-time. These changes will be evidenced through a Call-up amendment issued by the Contracting Authority, named in the call-up against a Standing Offer.

8.1 PCH Obligations

- Facilitate access for equipment deliveries;
- Provide personnel (Technical Authority) that will be available to coordinate activities;
- Define requirements for each event and provide initial schedule for equipment and/or technical support services to the Offeror 30 days prior to an event, whenever possible.

8.2 Offeror's Obligations

- Frequency licensing;
- Ensure minimal frequency interference for all areas of geographical deployment;
- Deliver, install and pick up all equipment, in appropriate transport containers prior to, during and after events;
- Provide packing slips for all deliveries and pick ups for tracking purposes;
- Replace malfunctioning equipment and accessories within 60 minutes of receiving a call during an event;
- Conduct a complete test of the two-way radio system for the network coverage and programming one week prior to each event. In some instances, tests may be required during the events (i.e. Winterlude due to its duration).

9. Location of Work and Delivery Point

The event sites encompass the greater NCR and include but are not limited to the following:

Gatineau, Quebec:

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

Ottawa, Ontario:

- Confederation Park
- Parliament Hill
- War Memorial
- Rideau Canal Skateway
- 84 Bayview Road
- Other sites as required

The main delivery point for all equipment will be 84 Bayview Road in Ottawa, Ontario. This can change and will be specified for each event.

10. Project Schedule

It is anticipated that rental of two-way radio devices and systems will be required for the following events each year of the Standing Offer. These events are subject to change and the information is provided solely for information purposes.

Canada Day:

On July 1, the Capital comes alive with shows, street performances, concerts, and memorable activities for the whole family at one of the Capital's main Canada Day sites. The equipment is required during the first week of June until one (1) week after the Event. There are two (2) delivery dates; one partial delivery three (3) weeks before the event and one final delivery is due (1) week before the start of the event. All equipment is returned one (1) week after the event. A

technician is also required on standby for July 1st should an issue arise, response time is expected to be 15 minutes on that day.

Sound and Light Show:

The bilingual show is projected on Parliament's Centre Block and takes place every evening from early July to late September. The equipment must be available starting for the first week of July until one week following the event. All equipment is returned one (1) week after the event.

Christmas Lights:

Capital cities throughout the country are brought together by the annual celebration of Christmas Lights across Canada. The opening ceremony usually takes place the first week of December, on Parliament Hill. The equipment must be available starting one (1) week before the opening of the event. All equipment is returned one (1) week after the event.

Winterlude:

Winterlude is a winter festival held every during the first three weekends of February. Winterlude activities take place on several sites in the National Capital Region. The equipment is required early January until the end of the month of February. There are two (2) delivery dates: one partial delivery during the first week of January and one final delivery one week prior to the start of the event. All equipment is returned one (1) week after the event.

11. Estimated Requirements for Each Event

The information below is based on actual 2014 figures and is provided for information purposes only. Requirements are subject to change from year to year and event to event. Specific requirements will be identified prior to an event and evidenced through a Call-up against the resulting Standing Offer.

Winterlude:

Portable radio units: 150
Speaker / Microphone: 130
Headset / Microphone: 20
Individual chargers: 50
Multi-chargers (of 6): 25
Base station units: 6

Canada Day:

Portable radio units: 150
Speaker / Microphone: 130
Headset / Microphone: 20
Individual chargers: 50
Multi-chargers (of 6): 25
Base station units: 7

Sound and Light:

Portable radio units: 6
Speaker / Microphone: 6
Individual chargers: 1
Multi-chargers (of 6): 1
Base station units: 1

Christmas Lights across Canada:

Portable radio units: 18
Speaker / Microphone: 18
Individual chargers: 18
Multi-chargers (of 6): 3
Base station units: 1

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

MANDATORY CRITERIA – RENTAL OF TWO-WAY RADIOS AND RELATED TECHNICAL SUPPORT SERVICES				
Mandatory Requirements		Met	Not Met	Cross- Reference in the Offer
M1	The proposed two-way radio system must respond to the following technical requirements: <ul style="list-style-type: none"> a) Frequency: Digital (UHF) b) Very high degree of confidentiality (i.e. frequency solely available to PCH users) c) Capable of handling a network with a minimum of seven (7) talk groups simultaneously, allowing each talk group to operate independently of the other talk groups and at the same time as all the other talk groups. d) Capable of programming multiple different talk groups on different portable radio and/or mobile base station units. 			
M2	The proposed two-way radio system's network coverage must encompass the National Capital Region (NCR). The NCR is defined in the <i>National Capital Act</i> , R.S.C. 1985, c. N-4, S.2. <i>The National Capital Act</i> is available on the Justice Website: Department of Justice .			
M3	The proposed two-way radio system must meet the minimum inventory requirements as defined in Attachment 1 to Annex B, Minimum Equipment Requirements.			
M4	The Offeror must demonstrate its capacity to provide services 24 hours per day and 7 days per week.			
M5	The Offeror must demonstrate its capacity to respond to both emergency and non-emergency technical services			

ATTACHMENT 1 TO ANNEX B
MINIMUM EQUIPMENT REQUIREMENTS

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

Item	Description of Equipment	Quantity Required	Description of Offeror's Inventory	Quantity in inventory
1	Portable Radio Unit	150		
2	Portable radio spare battery	150		
3	Speaker / Microphone	130		
4	Headset / Microphone	20		
5	Individual Chargers	50		
6	Multi-chargers (of 6)	25		
7	Base Station Units	7		

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 12 below must include:

- a) all travel costs within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: [Department of Justice](#);
- b) any travel between the Contractor's place of business and the NCR; and
- c) any relocation of resources required to satisfy the terms of the Contract.

1.0 INITIAL STANDING OFFER PERIOD

Two (2) years from issuance of the Standing Offer

Line Item	Description	Qty	Daily	Weekly	Monthly	Hourly	Replacement Cost per unit *
1	Portable Radio Unit	Ea.	\$	\$	\$		
2	Spare Battery	Ea.	\$	\$	\$		
3	Speaker / Microphone	Ea.	\$	\$	\$		
4	Headset / Microphone	Ea.	\$	\$	\$		
5	Individual Chargers	Ea.	\$	\$	\$		
6	Multi-chargers (for 6 units)	Ea.	\$	\$	\$		
7	Base Station Units	Ea.	\$	\$	\$		
8	Technical Support Services	Hr.				\$	

* In the event that PCH has to replace any of the items listed above (1 to 7) due to losses or damages beyond repair, the Offeror will be paid the "Replacement Cost per unit" submitted by the Offeror during the initial two (2) year period of the Standing Offer.

2.0 OPTION PERIODS

Option Year 1:

Line Item	Description	Qty	Daily	Weekly	Monthly	Hourly	Replacement Cost per unit *
1	Portable Radio Unit	Ea.	\$	\$	\$		
2	Spare Battery	Ea.	\$	\$	\$		
3	Speaker / Microphone	Ea.	\$	\$	\$		
4	Headset / Microphone	Ea.	\$	\$	\$		
5	Individual Chargers	Ea.	\$	\$	\$		
6	Multi-chargers (for 6 units)	Ea.	\$	\$	\$		
7	Base Station Units	Ea.	\$	\$	\$		
8	Technical Support Services	Hr.				\$	

* In the event that PCH has to replace any of the items listed above (1 to 7) due to losses or damages beyond repair, the Offeror will be paid the "Replacement Cost per unit" submitted by the Offeror during the first option period of the Standing Offer.

Option Year 2:

Line Item	Description	Qty	Daily	Weekly	Monthly	Hourly	Replacement Cost per unit *
1	Portable Radio Unit	Ea.	\$	\$	\$		
2	Spare Battery	Ea.	\$	\$	\$		
3	Speaker / Microphone	Ea.	\$	\$	\$		
4	Headset / Microphone	Ea.	\$	\$	\$		
5	Individual Chargers	Ea.	\$	\$	\$		
6	Multi-chargers (for 6 units)	Ea.	\$	\$	\$		
7	Base Station Units	Ea.	\$	\$	\$		
8	Technical Support Services	Hr.				\$	

* In the event that PCH has to replace any of the items listed above (1 to 7) due to losses or damages beyond repair, the Offeror will be paid the "Replacement Cost per unit" submitted by the Offeror during the second option period of the Standing Offer.

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
CALCULATION OF PRICE FOR PURPOSES OF THE FINANCIAL EVALUATION

As indicated in Part 4 – Evaluation Procedures and Basis of Selection, Article 2. Basis of Selection – Lowest Evaluated Price, the Offer with the lowest evaluated price will be recommended for issuance of a Standing Offer. The evaluated cost below is based on maximum equipment requirements for any given event, an estimated number of hours of technical support services as well as the cost of replacing one of each of the listed equipment in the event it is lost or damaged. The following table will be completed by the Standing Offer Authority in order to determine the lowest evaluated price. It will be completed based on the unit prices provided by the Offeror in Annex B, Basis of Payment for each potential period of the resulting Standing Offer.

		A	B	C (A x B)	D	E (A x D)	F	G (A x F)
Line Item	Description	Qty	Weekly	Sub-total	Monthly	Sub-total	Hourly	Sub-total
1	Portable Radio Unit	150						
2	Portable Radio Spare Battery	150						
3	Speaker / Microphone	130						
4	Headset / Microphone	20						
5	Individual Chargers	50						
6	Multi-chargers (for 6 units)	25						
7	Base Station Units	7						
8	Technical Support Services	10						
GRAND TOTAL								

Lowest Evaluated Price = Sum of Columns C, E, and G for each potential period of the resulting Standing Offer.

ANNEX D
OFFER OF SERVICES FORM
REQUEST FOR STANDING OFFER 10141077
RENTAL OF TWO-WAY RADIOS AND RELATED TECHNICAL SUPPORT SERVICES

<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"

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:

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 E

942 FORM CALL-UP AGAINST A STANDING OFFER

Item No. Article n°		Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Est. Price Prix prévu
<p>Special Instructions - Instructions spéciales 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.</p>							



ANNEX F

CHECKLIST FOR SUBMITTING AN OFFER

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

- Documents/certifications to support compliance with Mandatory Technical Criteria at Annex B as well as Minimum Equipment Requirements at Attachment 1 to Annex B
- Completed Basis of Payment at Annex C (sealed in a separate envelope)
- Completed and signed Annex D – Offer of Services Form