

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> ICE BLOCKS	
<b>Solicitation No. - N° de l'invitation</b> C1111-150132/A	<b>Date</b> 2015-07-29
<b>Client Reference No. - N° de référence du client</b> C1111-150132	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HS-597-67741
<b>File No. - N° de dossier</b> hs597.C1111-150132	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-08</b>	
<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bourassa, Chantal	<b>Buyer Id - Id de l'acheteur</b> hs597
<b>Telephone No. - N° de téléphone</b> (819)956-6763 ( )	<b>FAX No. - N° de FAX</b> (819)956-5227
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF CANADIAN HERITAGE 84 BAYVIEW OTTAWA Ontario K1Y4L6 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Financial Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include Annex A - Pricing, Annex B - Statement of Requirement and Annex C – Quarterly Report Usage.

### **1.2 Summary**

Canadian Heritage (PCH) has a requirement to establish a Regional Individual Standing Offer (RISO) for the procurement of ice blocks for carving purposes for various activities associated with Winterlude and other PCH events and activities including but not limited to construction of decors, sponsor and partners visibility, family activities, etc. These other events may include (but are not limited to) Canada Day, Christmas Lights across Canada, the celebrations of the 150th of the confederation in 2017, etc. as described in Annex B - Statement of Requirement and in Annex A – Pricing.

The requirement will be for an initial period from the issuance of the RISO to March 31, 2016, with an option to extend the offer by three (3) additional periods of one (1) year under the same terms and conditions.

All deliveries will be made to Confederation Park, in Ottawa, Ontario, unless specified otherwise.

The Offeror is to provide emergency delivery within 48 hours (including during week-ends) from receipt of a call-up against the Standing Offer.

**Events**

The dates for the next 4 editions of Winterlude are as follows:

- Winterlude 2016: January 29 to February 15
- Winterlude 2017: February 3 to February 20
- Winterlude 2018: February 2 to February 19
- Winterlude 2019: February 1 to February 18

Deliveries will normally happen in the two weeks preceding the Event.

**Example of Requirement Grid**

Winterlude 2016 – Estimated Ice delivery Schedule

**Ice delivery Schedule**

	<b>Delivery date</b>	<b>Clinebell</b>	<b>B-Block</b>	<b>Coloured</b>	<b>Total</b>	<b>Notes/Questions</b>
Load 1	Friday, Jan 16	30	160	25	215	Skids to be clearly identified
Load 2	Friday, Jan 23	232	0	0	232	
Load 3	Tuesday, Jan 27	228	0	0	228	.
Load 4	Wednesday, Jan 28	0	0	0	0	If required
	<b>Subtotals:</b>	265	384	26	675	
	<b>Ordered:</b>	265	384	26	675	

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade.

**1.3 Offerors' conference**

An Offerors' conference will be held at 25, Eddy Street, Gatineau, Quebec on September 2, 2015. The conference will begin at 1:30 pm EST, in Conference Room 25-11-38. The scope of the requirement outlined in the Request for a Standing Offer will be reviewed during the conference and questions will be answered. It is recommended that Offerors who intend to submit an offer attend or send a representative.

Offerors are requested to communicate with the Contracting Authority before the conference to confirm attendance. Offerors should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than August 25, 2015.

Any clarifications or changes to the Request for a Standing Offer resulting from the Offerors' conference will be included as a Revision to the Request for a Standing Offer. Offerors who do not attend will not be precluded from submitting a bid.

It is PWGSC's intention to offer participants two (2) modes of attendance for the Offerors' conference: In-person (Gatineau, Québec) and/or via teleconference (telephone).

**1.4 Security Requirements**

There are no security requirements associated with the requirement of the Standing Offer.

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### **1.5 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers 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 offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (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 (2015-07-03) Standard Instructions - Request for Standing Offers - 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 Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### **2.3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (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.

### **2.4. 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.

### **2.5 Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired.

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Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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

### **3.1. Offer Preparation Instructions**

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

Section I: Technical Offer (two (2) hard copies)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (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 Offers.

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 I: 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.

##### **1. Equivalent Products**

- 1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
- 2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:
  - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the

equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment specified in Part 7B and at Annex A – Pricing. The total amount of Applicable Taxes must be shown separately.

Offerors must complete Annex A – Pricing and submit it with their offer.

Offerors must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and applicable.

Offerors do not have to quote a price for all items identified in the Standing Offer. However, Offerors must quote a price for all years including urgent requirement of the quoted items.

### 3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b)  Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation Risk Mitigation

1. The Offeror may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Offeror claims for an exchange rate adjustment, this request must be clearly indicated in the offer at time of bidding. The Offeror must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments before issuance of a standing offer, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Offeror and which are to be included in the adjustment amount.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

4. At time of bidding, the Offeror must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where offers are

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evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

5. Alternate rates or calculations proposed by the Offeror will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

### **Section IV: Additional Information**

Canada requests that bidders submit the following information:

#### **1.1 Supplier's Representatives**

Canada requests that Bidders provide information for the contact person responsible for:

#### **General enquiries**

Name:

Telephone No:

Facsimile No:

E-mail address:

#### **Delivery follow-up**

Name:

Telephone No:

Facsimile No:

E-mail address:

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

### **4.1 Evaluation Procedures**

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Evaluation Criteria**

To be considered for evaluation, the Offerors must meet all the following mandatory criteria:

M1 The Offeror must demonstrate having a minimum of 5 years of experience in the fabrication and supply of a large volume of ice blocks (minimally 500 blocks) and ice sculpture for a variety of special event. The Offeror must supply a list of client/events/organizations with which he was involved.

M2 The Offeror must confirm its ability to provide emergency delivery within 48 hours (including during week-ends).

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Evaluation Criteria**

Offerors must submit their financial offer in accordance with the Basis of Payment specified in Part 7B and at Annex A – Pricing. The total amount of Applicable Taxes must be shown separately.

Offerors must quote a price for all years including urgent deliveries of the quoted items included in Annex A – Pricing.

##### **4.1.2.1.1 Aggregate Price Determination**

Offers will be evaluated on an aggregate price basis per item (regular and urgent delivery) for all years.

The evaluated aggregate price per item will be determined in accordance with Annex A – Pricing.

### **4.2 Basis of Selection**

An offer must comply with all requirements of the Request for Standing Offer including the technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest aggregate evaluated price, per item (regular and urgent deliveries) for all years, will be recommended for issuance of a Standing Offer. More than one (1) Standing Offers can be issued.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## **PART 6 - FINANCIAL REQUIREMENTS**

### **6.1 Financial Capability**

*SACC Manual* clause [M9033T](#) (2011-05-16) Financial Capability

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with Annex B - Statement of Requirement and as detailed in Annex A – Pricing.

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to this Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

2005 2015-07-03 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to March 31, 2016.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three additional period one (1) year, from April 1<sup>st</sup> 2016 to March 31, 2017, April 1<sup>st</sup> 2017 to March 31, 2018 and from April 1<sup>st</sup> 2018 to March 31, 2019 under the same conditions and at the rates or prices specified in the Standing Offer.

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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 thirty (30) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5. Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Chantal Bourassa  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
"HS" Division  
Place du Portage, Phase III, 7B1  
11 Laurier Street  
Gatineau, QC K1A 0S5  
Telephone : 819-956-6763  
Facsimile: 819-956-5227  
E-mail address: chantal.bourassa@pwgsc-tpsgc.gc.ca

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.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative General enquiries

Name: **to be inserted by PWGSC**  
Telephone No.: \_\_\_\_\_  
Facsimile No. : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### Delivery follow-up

Name: **to be inserted by PWGSC**  
Telephone No. : \_\_\_\_\_

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Facsimile No. : \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: \_\_\_\_\_.

## 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$45,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$45,000.00 (Applicable Taxes included) will be forwarded to PWGSC for authorization.

## 7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **(to be inserted by PWGSC)\$** \_\_\_\_\_ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer;
- d) the general conditions 2010A (2015-07-03), General Conditions - Goods (Medium Complexity);
- e) Annex A - Pricing;
- f) Annex B – Statement of Requirement;
- g) Annex C – Quaterly Report Usage;
- h) the Offeror's offer dated \_\_\_\_\_, "as amended on \_\_\_\_\_".

## 7.11 Certifications

### 7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional 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.

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### **7.12 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.

## **B. 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.

### **7.1 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

#### **7.1.1 Safety requirement**

The Contractor shall comply with all federal, provincial and municipal legislation and regulations concerning occupational health and safety. In the event of a discrepancy between any of said legislation or regulations regarding the same topic, the most stringent of the provisions shall apply.

The Contractor acknowledges that some work sites, or delivery sites may be considered construction sites according to federal, provincial and municipal legislation and regulations, and that, as such, the Contractor is bound to apply the occupational health and safety legislation and regulation that apply to the construction industry.

The Contractor is responsible for all expenses related to compliance with federal, provincial and municipal occupational health and safety legislation and regulations (including those provisions that apply to the construction industry).

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2015-07-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2015-07-03) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

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

The Contractor must provide emergency delivery within 48 hours (including during week-ends) from receipt of call-up against the Standing Offer.

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

##### **7.4.1.1 Exchange Rate Fluctuation Adjustment**

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Contractor and which are to be included in the adjustment amount.

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2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

**FCC**

Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

**Qty**

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.

6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.

7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (i.e.  $(i_1 - i_0) / i_0$ ).

8. Canada reserves the right to audit any revision to costs and prices under this clause.

#### 7.4.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

#### 7.4.3 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 7.5 Invoicing Instructions

1. 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 on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the same address as the destination specified in the call-up against the Standing Offer for acceptance and payment.

## 7.6 Insurance Requirements

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

## 7.7 SACC Manual Clauses

SACC Reference	Title	Date
A9068C	Government site regulations	2010-01-11
B7500C	Excess Goods	2006-06-16

## 7.8 Inspection and Acceptance

The Technical Authority or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 7.9 Preparation for Delivery

The ice blocks should be handled and delivered as follow:

- Eight (8) to ten (10) ice blocks per pallet. The blocks must be stacked evenly and safely. Fully packed pallet weight should not exceed 3000 pounds.
- The ice blocks should be package individually in a recyclable cardboard box.
  - i. This requirement is to ensure that the ice blocks remain in good condition until they are being used. Cardboard boxes limit the risk of damage during transportation and handling. Moreover, as blocks may be stored outside, this measure protects the ice from being damaged from the sun.

## 7.10 Shipping Instructions

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... at destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

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2. The Contractor must deliver the goods at destination by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contact for shipping at the appropriate location shown in call-up against the Standing Offer. The consignee may refuse shipments when prior arrangements have not been made.

- All ice must be handled and deliver to the Sites as call-up against the Standing Offer. It is the Contractor's responsibility to ensure safe and proper handling of the ice blocks during transportation. PCH will not accept broken or damaged blocks.
- All units (truck or trailer) transporting ice blocks are scheduled to be on site for a maximum of 8 hours after arrival on site. This is to allow PCH to unload the ice blocks in a safely manner while insuring the proper storage of the blocks.
- Arrival time on the delivery dates is 8:00 am unless indicated otherwise.

### ANNEX A - PRICING

The Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

The estimated quantities herein are estimates only for evaluation purposes and do not represent Canada's actual requirement.

ICE BLOCKS	Firm Period	Extended Periods			Estimated Quantity per year - for evaluation purpose only
	Date of SO to 2016-03-31 Unit price for 2016 (excl. tax)	2016-04-01 to 2017-03-31 Unit price for 2017 (excl. tax)	2017-04-01 to 2018-03-31 Unit price for 2018 (excl. tax)	2018-04-01 to 2019-03-31 Unit price for 2019 (excl. tax)	
Item 001 - Clinebell or equivalent quality ice blocks	\$	\$	\$	\$	490
Item 001 – Urgent deliveries – Clinebell blocks	\$	\$	\$	\$	30
Item 002 - B-Block	\$	\$	\$	\$	160
Item 002 – Urgent deliveries – B-Blocks	\$	\$	\$	\$	30
Item 003 colored ice blocks-	\$	\$	\$	\$	30
Item 003 – Urgent Deliveries – Colored Blocks	\$	\$	\$	\$	30

**Example:  
Aggregate Price Determination per item**

The evaluated aggregate price per item (regular and urgent delivery), per year will be determined as follows:

Item 001 - regular:  $\$1.00 + \$1.25 + \$1.30 + \$1.35 = \$4.90 \times 1960 (490 \times 4 \text{ (year)}) = \$9,604.00$

Item 001 – urgent:  $\$1.25 + \$1.30 + \$1.35 + \$1.40 = \$5.30 \times 120 (30 \times 4 \text{ (year)}) = \$636.00$

$\$9,604.00 + \$636.00 = \$10,240.00$

$\$10,240.00$  would represent the evaluated price for Item 001.

Item 002 – regular:  $\$0.90 + \$0.95 + \$1.00 + \$1.25 = \$4.10 \times 640 (160 \times 4 \text{ (year)}) = \$2,624.00$

Item 002 – urgent:  $\$1.00 + \$1.25 + \$1.30 + \$1.35 = \$4.90 \times 120 (30 \times 4 \text{ (year)}) = \$588.00$

$\$2,624.00 + \$588.00 = \$3,212.00$

$\$3,212.00$  would represent the evaluated price for Item 002.

Item 003 – regular:  $\$0.85 + \$0.90 + \$1.00 + \$1.25 = \$4.00 \times 120 (30 \times 4 \text{ (year)}) = \$480.00$

Item 003 – urgent:  $\$0.90 + \$0.95 + \$1.25 + \$1.30 = \$8.40 \times 120 (30 \times 4 \text{ (year)}) = \$1,008.00$

$\$480.00 + \$1,008.00 = \$1,488.00$

$\$1,488.00$  would represent the evaluated price for Item 003.

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\* It is important to indicate the load capacity and minimal load requirement, if any.

**Indicate Load Capacity**  
(for information purposes  
only)

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## ANNEX B STATEMENT OF REQUIREMENT

### 1.1 Title

Supply of ice blocks for carving purposes and other ice activities including but not limited to construction of decors, sponsor and partners visibility, family activities, etc.

Winterlude is a winter festival held in the National Capital Region. Its program includes the International Ice Carving Competition, various ice sculpture demonstrations and challenges, exhibitions and activities involving ice carvers from around the globe.

### 1.2 Introduction

Canadian Heritage (PCH) is seeking proposals from experienced Contractors for the provision of ice blocks for carving purposes for various activities associated with Winterlude and other PCH events. These other event may include (but are not limited to) Canada Day, Christmas Lights across Canada, the celebrations of the 150<sup>th</sup> of the confederation in 2017, etc.

### 2.1 ICE BLOCKS SPECIFICATIONS

PCH will require ice block of different quality for various purposes. The following explains the purposes and expectations for the various type of ice blocks. All blocks must be free of cracks, chips or major scratches and must have all sides, edges and corners straight. Uneven, damaged or broken blocks will not be accepted.

All blocks must be within the following dimensions:

	MINIMUM	MAXIMUM
<b>WIDTH</b>	23 cm (9 inches)	28 cm (11 inches)
<b>HEIGHT</b>	48 cm (19 inches)	54 cm (21 inches)
<b>LENGHT</b>	97 cm (38 inches)	104 cm (41 inches)

#### **COMPETITION ICE BLOCKS – *Clinebell* fabrication or equivalent**

All ice blocks must be made with clean and filtrated drinking water and fabricated using a reverse osmosis system resulting in clear ice with no inclusions or cloudiness. Ice blocks of this type are usually utilized in high level ice carving events and competitions. PCH reserves the right to inspect the proposed ice and approve upon delivery.

#### **MEDIUM QUALITY ICE BLOCKS (referred to as B-Blocks)**

Blocks of lesser quality are adequate for bases and other sculpture that are outside of the international carving competition. Minimal cloudiness or *feather effects* is acceptable for those blocks. Those blocks must be of the same dimensions as the competition blocks.

#### **COLORED ICE BLOCKS**

Colored blocks are being used for special family activities. They can be carved or cut in small pieces to make "construction blocks" or mosaic tiles. Those can be full-colored blocks of

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various colors (usually red, pink, blue, purple, green, yellow and orange). Those blocks must be of the same dimensions as the competition blocks and the B-Blocks.

The stain used to make the color blocks must be non-toxic, food-grade and washable.

