

CANADIAN HERITAGE

REQUEST FOR STANDING OFFERS

REQUEST NUMBER: 10170128

TITLE OF PROJECT: Logistical Services for Major Events and Ceremonies

REQUEST DATE: November 1st, 2017

CLOSING DATE AND TIME: December 11th, 2017, 2:00 p.m., EST

ADDRESS ALL ENQUIRIES: Lynn Levesque
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-994-5119
E-mail: PCH.contracts-contracting.PCH@canada.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**. The services are to be performed during the period commencing upon the date of award on an "as and when required" basis for an initial period of three (3) years plus two (2) option periods of one (1) year each.

If you are interested in undertaking this project, your sealed offer, clearly indicating the title of the work and addressed to the undersigned will be received up to **14:00 hours, (2 p.m.) EST: December 11th, 2017, at:**

**Department of Canadian Heritage
Mail room / Bid Receiving Unit
RFP: 10170128
Attention: Lynn Levesque
15 Eddy Street, 2nd Floor (15.2.C)
Gatineau, Quebec
K1A 0M5**

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

Offerors submitting an offer are also requested to complete and submit Attachment 2 to Part 5 Offer of Services Form.

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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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance 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 Attachments include: Attachment 1 to Part 3 - Pricing Schedule, Attachment 1 to Part 4 - Technical Evaluation Criteria, Attachment 1 to Part 5 - Certifications Precedent to Standing Offer Award, Attachment 2 to Part 5 - Additional Information, Offer of Services Form.

The Annexes include: Annex "A" the Statement of Work, Annex "B" Basis of Payment, Annex "C" Security Requirements Check List, and, Annex "D" Insurance Requirements.

1.2 Summary

1.2.1 Canada is seeking to establish up to three (3) Standing Offers for Logistical Services for Major Events and Ceremonies as defined in Annex "A", Statement of Work, and to be provided under the Standing Offer, on an "as and when requested" basis only, for three (3) years and two (2) option periods of one (1) year each for the Department of Canadian Heritage.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.2.3 The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offers for the requirement detailed in the RFSO, for the Department of Canadian Heritage, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive

Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 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](#) (2017-04-27) 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

2.1.1 SACC Manual Clauses

[M9015T](#) (2016-01-28) Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex “D”.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.2 Submission of Offers

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

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or by email to PCH will not be accepted.

2.2.1 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

2.3 Former Public Servant

Contracts awarded to 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 awarded to FPS, offerors must provide the information required in Attachment 1 to Part 5 – Certifications Precedent to Standing Offer Award, before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the

time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) business days (December 4th, 2017) 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.

2.5 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

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer (2 hard copies) and (1 soft copy on USB flash drive)
- Section II: Financial Offer (1 soft copy on USB flash drive)
- Section III: Certifications Precedent to Standing Offer Award (1 hard copy)
- Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 1 to Part 3 Pricing Schedule.

Section III: Certifications Required with the Bid

Offerors must submit the certifications required in Part 5.

Section IV: Certifications Precedent to Standing Offer Award and Additional Information

Offerors should submit the certification and additional information included in Attachment 1 to Part 5 – Certifications Precedent to Standing Offer Award and Attachment 2 to Part 5 – Additional Information, Offer of Services Form.

If Section IV has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

ATTACHMENT 1 to PART 3

PRICING SCHEDULE

- 1.0 The Offeror must complete and include in its financial bid the pricing tables included in this attachment which will be used for evaluation purposes.
- 2.0 The Offeror must complete and include in its financial bid all the tables included in Sections A and B of this Attachment; Section A will be used for evaluation purposes only and Section B are the prices that will form the Basis of Payment for the Standing Offer as per Annex B.
- 3.0 The inclusion of volumetric data in this document are for evaluation purposes only and does not represent a commitment by Canada that Canada's future usage of the goods and services described in the bid solicitation will be consistent with this data.
- 4.0 In calculating their costs including labour, the Offeror shall take into consideration their obligations as specified in Annex "A" Statement of Work. The price must also include any costs related to the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the all-inclusive personnel service fees to any Standing Offer and subsequent Call-ups that may result from the bid solicitation.
- 5.0 The price/rates specified below, when quoted by the Offeror, includes the total estimated cost of all personnel equipment, training and certification costs that may need to be incurred for:
 - a. Work described in Annex "A" Statement of Work, of the bid solicitation required to be performed 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: <http://laws.justice.gc.ca/en/N-4/>; and,
 - b. Travel between the successful bidder's place of business and the "Event" location(s).
- 6.0 All proposed personnel must be available to work outside normal office hours during the duration of the Standing offer. No special hourly overtime fees will be authorized.
- 7.0 Offers will be evaluated based on the total price of all scenarios (all applicable taxes excluded).
- 8.0 A list providing generally expected roles and responsibilities for pre-determined personnel categories can be consulted in Annex "A" – Statement of Work.

SECTION A – SCENARIOS FOR PRICE EVALUATION

SCENARIO 1: CHRISTMAS LIGHTS ACROSS CANADA (CLAC) 2017						
Category of Personnel or Equipment	Hourly Rate (reg and OT)	Estimated Hours Ontario	Estimated Hours Québec	Total (excl. taxes) Ontario	Total (excl. taxes) Québec	Grand Total for Event
Logistics Crew Leader	\$	35	0	\$	\$	\$
Logistics Crew member	\$	80	0	\$	\$	\$
Floor Installation (Carpentry) Leader	\$	32	0	\$	\$	\$
Logistics Travel Crew Leader	\$	110	0	\$	\$	\$
Logistics Travel Crew member	\$	130	0	\$	\$	\$
Specific Forklift and Zoom Boom Operation & Operator	\$	6	0	\$	\$	\$
Water Truck & Driver/Operator	\$	4	0	\$	\$	\$
Sub-Total Scenario 1:				\$	\$	\$

SCENARIO 2: WINTERLUDE 2018						
Category of Personnel or Equipment	Hourly Rate (reg and OT)	Estimated Hours Ontario	Estimated Hours Québec	Total (excl. taxes) Ontario	Total (excl. taxes) Québec	Grand Total for Event
Logistics Crew Leader	\$	525	230	\$	\$	\$
Logistics Crew member	\$	1020	150	\$	\$	\$
Floor Installation (Carpentry) Leader	\$	20	22	\$	\$	\$
Logistics Travel Crew Leader	\$	90	15	\$	\$	\$
Logistics Travel Crew member	\$	110	6	\$	\$	\$
Backhoe & Operator	\$	230	3	\$	\$	\$
Tractor & Driver	\$	30	0	\$	\$	\$
Sub-Total Scenario 2:				\$	\$	\$

SCENARIO 3: CANADA DAY 2018						
Category of Personnel or Equipment	Hourly Rate (reg and OT)	Estimated Hours Ontario	Estimated Hours Québec	Total (excl. taxes) Ontario	Total (excl. taxes) Québec	Grand Total for Event
Logistics Crew Leader	\$	380	150	\$	\$	\$
Logistics Crew member	\$	1100	435	\$	\$	\$
Floor Installation (Carpentry) Leader	\$	32	0	\$	\$	\$
Logistics Travel Crew Leader	\$	110	0	\$	\$	\$
Logistics Travel Crew member	\$	130	0	\$	\$	\$
Specific Forklift and Zoom Boom Operation & Operator	\$	6	0	\$	\$	\$
Water Truck & Driver/Operator	\$	4	0	\$	\$	\$
Sub-Total Scenario 3:				\$	\$	\$

EVENT	AMOUNT
Sub-Total Scenario 1: Christmas Lights Across Canada 2017	\$
Sub-Total Scenario 2: Winterlude 2018	\$

Sub-Total Scenario 3: Canada Day 2018	\$
TOTAL FOR PRICE EVALUATION =	\$

The total price for evaluation purposes will be calculated by adding the totals of all three (3) scenarios described above for all potential periods of the Standing Offer (Total 2017-2018 + 2018-2019 + 2019-2020 + Option 1 + Option 2).

SECTION B – PRICE LISTS FOR PERSONNEL AND EQUIPMENT

Initial contract period (2017-2020)

No.	Category of Personnel or Equipment	Regular Hourly Rate*
1	Logistics Crew Leader	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
2	Logistics Crew member	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
3	Logistics Travel Crew Leader	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
4	Logistics Travel Crew member	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
5	Floor Installation (Carpentry) Crew Leader	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
6	Floor Installation (Carpentry) Crew member	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
7	Specific forklift and zoom boom Operation & Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
8	Backhoe and Backhoe Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
9	Tractor and Tractor Driver	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
10	Water Truck and Driver/Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
11	Salt Truck & Driver/Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
12	Small Snow-Blower Tractor & Driver/Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$

B- Option to Extend the Term of the Standing Offer

This section is only applicable if the option to extend the Standing Offer is exercised by Canada.

During the extended period of the Standing Offer specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Standing Offer extension.

Option Period #1 (2020 – 2021)

No.	Category of Personnel or Equipment	Regular Hourly Rate*
1	Logistics Crew Leader	\$
2	Logistics Crew member	\$
3	Logistics Travel Crew Leader	\$
4	Logistics Travel Crew member	\$
5	Floor Installation (Carpentry) Crew Leader	\$
6	Floor Installation (Carpentry) Crew member	\$
7	Specific forklift and zoom boom operator	\$
8	Backhoe and Backhoe Operator	\$
9	Tractor and Tractor Driver	\$
10	Water Truck & Driver/Operator	\$
11	Salt Truck & Driver/Operator	\$
12	Small Snow-Blower Tractor & Driver/Operator	

Option Period #2 (2021 – 2022)

No.	Category of Personnel or Equipment	Regular Hourly Rate*
1	Logistics Crew Leader	\$
2	Logistics Crew member	\$
3	Logistics Travel Crew Leader	\$
4	Logistics Travel Crew member	\$
5	Floor Installation (Carpentry) Crew Leader	\$
6	Floor Installation (Carpentry) Crew member	\$
7	Specific forklift and zoom boom operator	\$
8	Backhoe and Backhoe Operator	\$
9	Tractor and Tractor Driver	\$
10	Water Truck & Driver/Operator	\$
11	Salt Truck & Driver/Operator	\$
12	Small Snow-Blower Tractor & Driver/Operator	

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 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 Criteria

Refer to Attachment 1 to Part 4 – Technical Evaluation Criteria.

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria (Lowest Price)

An offer must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for award of a Standing Offer. The total price for evaluation purposes will be calculated by adding the totals of all three (3) scenarios described in Attachment 1 to Part 3, Section A Scenarios or Price Evaluation Purposes for all potential periods of the Standing Offer (Total 2017-2018 + 2018-2019 + 2019-2020 + Option 1 + Option 2).

ATTACHMENT 1 to PART 4

TECHNICAL CRITERIA

The Offeror must provide the necessary documentation to support compliance with this requirement.

- a. The Offeror is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation.
- b. The Offeror must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. It is recommended that the Offeror include a grid in their offers, cross-referencing statements of compliance with the supporting data and resume evidence contained in their offers. Note: the compliance grid, by and of itself, DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)		
For the purpose of the mandatory technical criteria specified below the experience of the Offeror and its subcontractors, affiliates and suppliers will be considered.		
Mandatory Technical Criteria applicable to the Bidder		
Number	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	The Offeror must confirm that they have all the equipment/machinery required to deliver the service as described in Annex “A” Statement of Work.	The Offeror should clearly indicate if they intend to source the equipment via a subcontractor, affiliate or other supplier.
MT2	<p>The Offeror must demonstrate a minimum of three (3) years of experience in event logistics and, or, corporate logistics in the context of large* scale public events OR major* construction sites.</p> <p>*Large scale public event is defined as: An event that is held outside, on public or privately owned land and operates on a regular or one off basis. Large scale events will generally have one or more of the following components: Multi-stage; Multi-performance; Multi-activity; Multi-day, Large physical size of venue (outdoors).</p> <p>*Major Construction Sites is defined as: Any site at which construction work in relation to a project is carried out and includes works that</p>	

	involve, but are not necessarily limited to, the following activities: preparation of a site for an intended structure, including but not limited to site clearance, exploration, investigation (but not site survey) and excavation; the removal of a structure or part of a structure; the removal of any product or waste resulting from demolition or dismantling of a structure or disassembly of prefabricated elements which, immediately before such disassembly, formed a structure.	
MT3	The Offeror must demonstrate its capacity to provide services 24 hours a day and 7 days a week as required.	

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Workplace Safety and Insurance Board Certification

The Bidder must provide a copy of their Workplace Safety and Insurance Board of Ontario (WSIB) certificate (clearance certificate from WSIB).

ATTACHMENT 1 to PART 5**CERTIFICATIONS PRECEDENT TO STANDING OFFER AWARD****1. Former Public Servant**

Contracts awarded to 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

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 Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror 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 adjustment 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.

2. Workplace Safety and Insurance Board

2.1 Workman's Compensation

The Bidder must provide a copy of their Workplace Safety and Insurance Board of Ontario (WSIB) certificate (clearance certificate from WSIB).

ATTACHMENT 2 to PART 5
Additional Information – Offer of Services Form

<i>(to be filled in by Bidder)</i>	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Bidder'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)	
Integrity Provisions (as per Part 5 of the bid solicitation)	<p>Declaration of Convicted Offences</p> <p>Integrity Declaration Form (to be completed only when you meet all three of the following conditions):</p> <ol style="list-style-type: none"> 1. You are a government supplier 2. You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i> 3. You are unable to provide any of the certifications required by the integrity provisions. <p>Click here to complete the form and instructions for its submittal.</p>

	<p>Required Documentation</p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners' names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 – Standing Offer and Resulting contract clauses, included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a Standing Offer, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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 the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

For access event locations, the following conditions must be met at each call-up award:

1. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **SITE ACCESS status**, granted or approved by the Department of Canadian Heritage (PCH).
2. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.
3. The Contractor/Offeror must comply with the provisions of the Security Requirements Check List and security guide (if applicable), attached at Annex "C".

For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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) (<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](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

[M3800C](#) (2006-08-15) Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

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 _____.

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 two (2) additional one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula 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. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Lynn Levesque
Procurement and Contract Specialist
Department of Canadian Heritage
Financial Management Branch
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)
Gatineau (QC) K1A 0M5
Telephone: 819-994-5119
E-mail address:

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.

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

The Offeror's Representative for the Standing Offer is: *Will be identified upon award of the Standing Offer*

Name: _____

Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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.

7.7 Identified Users

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

7.8 Call-up Procedures and Allocation of Work

- 7.8.1** The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer does not oblige or commit Canada to procure or contract for any goods or services listed in the Standing Offer.
- 7.8.2** 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.
- 7.8.3** The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this Standing Offer.
- 7.8.4 Only Authorized Call-ups to be accepted:** The Offeror agrees only to perform work required under individual Call-ups made by an authorized representative of Canada under this Standing Offer as outlined below.
- 7.8.5 Multiple Standing Offers:** The Offeror acknowledges that multiple Standing Offers may be issued for this requirement. If more than one Standing Offer is authorized for use call-ups will be awarded on a rotational basis in accordance with the ranking methodology, allocation of work and call-up process provided below.
- 7.8.5.1 Allocation of Work - Rotational basis:** The Work will be allocated on a rotational basis amongst Standing Offer Holders. The rotation will be arranged in ascending order starting with the lowest cost compliant Offeror.

The call-up procedures specify that when the first requirement is identified, the Identified User will send an email to the first ranked Offeror in the Contractor's ranking order of ranking below to determine if the requirement can be satisfied by that Offeror. If that contractor confirms in writing that it is unable to fulfill the requirement, the request will be forwarded to the next highest ranked contractor in the Contractors' order of ranking until another contractor in the ranking can fulfill the requirement.

For each Work request, the Project Authority will select the highest-ranked Standing Offer Holder on a rotational basis according to the following criteria:

- a) Availability
- b) Capacity
- c) Specialization

Subject to the above, PCH will make a best effort to evenly allocate Call-ups among the Standing Offer holders. Availability and other factors may limit PCH's ability to allocate Call-ups evenly.

A Standing Offer Holder in the ranking may advise the Project Authority and the Standing Offer Authority in writing that it is unable to accept new Call-ups as a result of previous commitments under one or more than one authorized Call-up and no request for availability will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Standing Offer Authority that it is available to accept new Call-ups.

If no contractor in the ranking can perform the task, Canada reserves the right to acquire the required Work by other means.

(Number will be inserted at Standing Offer award) contracts were awarded as a result of PCH bid solicitation number: 10170128. The Contractors' order of ranking is as follows:

Ranked first: _____

Ranked second: _____

Ranked third: _____

7.8.5.2 Call-up Process: For each individual requirement the Project Authority will provide the Offeror with an email requesting their availability containing as a minimum:

- a) The Description of Work including:
 - The dates and location of the Work ("Event");
 - The date and time of the "Event";
 - The details of the activities to be performed;
 - A description of the resources and equipment required.
- b) The Security Requirements applicable to the Work;
- c) A list of required certifications relating to personnel requirements.

Within three (3) business days of its receipt of the request, the Offeror must provide the Project Authority with a signed and dated response containing as a minimum:

- a) The total estimated cost proposed for performing the work;
- b) A breakdown of that cost in accordance with Annex "B" – Basis of Payment; and,
- c) For each resource proposed by the Offeror for the performance of the Work:
 - The name of the proposed resource;
 - A demonstration that the proposed resource meets/hold:
 - The Call-up security requirements (additional information is included in Part 6 – Security Requirements)
 - The identified and applicable trade papers/certifications/proof of training

7.9 Non-Standing Offer Items

Identified Users may incorporate up to 25% or \$25,000.00 (the lesser of the two) of non-standing offer items within the Call-up up (including applicable taxes).

7.10 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following forms will be used:
 - PCH 942 Call-up Against a Standing Offer;
 - The applicable Statement of Work and, or, Production Schedule; and,
 - Email acceptance of the work and detailed offer by supplier.

7.11 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) Annex D, Insurance Requirements; and
- (i) the Offeror's offer dated _____ (*insert date of offer*)

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.13 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 _____ (*the name of the province or territory as specified by the Offeror in its offer will be included upon award of the Standing Offer*).

7.14 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.

7.15 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, RoSH, 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.

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 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the contract will be identified on each individual Call-Up issued against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

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.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment attached hereto at Annex B, for Work performed under the call-up against the Standing Offer.

7.5.2 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 B 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.

7.5.3 Method of Payment – Single Payment

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

7.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

7.6 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:

- a) The original must be forwarded to the Project Authority named in each call-up against the Standing Offer.

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

1. TITLE

Logistic Services for Major Events, Commemorations and Ceremonies

2. INTRODUCTION

The mission of the Major Events, Commemorations and Capital Experience Branch (MEC) of Canadian Heritage (PCH) is to promote active citizenship through civic participation, recognize Canadians' shared values, and celebrate the people and events that shape Canada.

More specifically, through Capital interpretation, commemoration and outreach activities and programs for the general public, the Capital Experience Branch (CEB) promotes sites and symbols of national significance, and makes the Capital a place in which all Canadians can take pride, and where they can discover their country.

Part of its cultural mandate includes organising events and activities such as Canada Day Celebrations, Winterlude, the Christmas Lights Across Canada (CLAC) Ceremony on Parliament Hill and other additional "Events", commemorations and ceremonies occurring throughout the year and mostly taking place in the downtown core of the City of Ottawa. In order to efficiently deliver on this part of their mandate, the CEB requires the support of a Contractor for work such as transporting equipment, installing structures, stages and other festival equipment in several parks, public areas, and private properties in the Ottawa-Gatineau Metropolitan Area.

The Statement of Work is divided into three (3) sections as follows:

Section 1: Work Required and Conditions

Section 2: Personnel Requirements

Section 3: Equipment Requirements

SECTION 1: WORK REQUIRED AND CONDITIONS

For the purpose of this Statement of Work "Event" is used to describe any Major Event, Commemoration, Celebration or other event hosted by, or partnered by, the Department of Canadian Heritage. "Sites" will always refer to the locations where activities will be conducted in the context of an "Event". Each "Event" may have several "Sites". The use of the masculine gender in this document applies to both men and women and this practice is used only to simplify the text.

1. GENERAL WORK REQUIREMENTS

PCH is seeking the services of Contractor who will:

- a) Provide qualified logistic personnel with various competencies for the set-up, conduct, and dismantling of an "Event".
- b) Provide certified personnel that can operate the required Machinery: a backhoe, forklifts, zoom boom, tractor, water truck, salt truck, small snow-blower tractor.
- c) Respect and enforce the regulations (including legislated health and safety regulations) specific to a "Construction Site" (when and where applicable).
- d) Identify a supervisor that will manage the contract, manage the resource allocations for each call-up and be PCH's primary contact for all call-ups and/or requests. It is understood that this

role is not billed at an hourly rate, but included in the overall management of the resulting standing offer and call-ups. The supervisor's detailed responsibilities are identified in section 4.1

The period of work for each "Event" usually involves several days prior to, during and at least one day following the "Event". The Contractor will be responsible for the hiring and training of a team of logistic personnel (Crew Leader and Crew) with various competencies and for each "Event". The Contractor's Supervisor and will be responsible for coordinating and managing a team of logistic personnel throughout the "Event" period and who will be working closely with PCH's Logistics Coordinators who are responsible for determining the work to be done and coordinating operations on site, and between "Sites", with the Supervisor.

Services may or may not be required for entire days (continuous periods of 24 hours), extended days (more than 8 hours and less than 24 hours), full days (8 hours), and partial days (minimum 3 hours but less than 8 hours). A production schedule will be provided in advance of the "Event" in order to allow the contractor to plan its resources accordingly.

Required services will include, but are not necessarily limited to, the following: load, deliver, move, install, assemble, operate, dismantle etc., festival equipment (i.e.: barricades, picnic tables, garbage barrels, recycling bins, floors, risers, tables, chairs, fencing, t-posts, water bottles, etc.) and small equipment (i.e.: water dispensers, generators, propane heaters, etc.) to and within the identified "Site(s)" of the "Event".

2. "EVENTS"

2.1 Official "Sites"

Official "Sites"¹ for "Events" include the following: Parliament Hill (Ottawa), Rideau Canal Skateway (Ottawa), Confederation Park/Marion Dewar Plaza (Ottawa), Major's Hill Park (Ottawa), and, Jacques-Cartier Park (Gatineau).

2.2 Regular "Events"

Regular "Events" are considered recurring regularly scheduled events such as Winterlude, Canada Day and the Christmas Lights Across Canada (CLAC) Ceremony.

In the case of Winterlude, Canada Day and the CLAC Ceremony, a draft schedule will be provided to the Contractor twenty (20) working days prior to the beginning of services with a final schedule provided seven (7) calendar days prior to the beginning of Services. During set up, operations and dismantling of these "Events", schedules will be revised daily and submitted to the contractor in the evening to allow for changes to be done accordingly. Changes may be required based on progress of the set-up, weather, last minutes changes to set-up design, or any other potential unforeseen events or circumstances. If and when the schedule is available prior to these times it will be provided to the contractor. PCH will make all necessary effort to provide changes at least 48 hours in advance. For other smaller "Events", the schedule will be given as soon as possible.

2.2.1 Winterlude

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

¹ Official Sites are subject to change

The facilities installed for Winterlude remain in use for an average of 40 days. It is important to note however that operations in Jacques-Cartier Park require a 60-day installation.

2.2.2 Canada Day

On July 1st, the Nation's Capital comes alive with stage and street performances, concerts and other memorable activities for the entire family. Hundreds of thousands of Canadians join together to celebrate the country's anniversary at official Canada Day sites in the Nation's Capital which are: Parliament Hill, Major's Hill Park and Jacques-Cartier Park.

On average the facilities remain in use for 17 days.

2.2.3 Christmas Lights Across Canada Ceremony

Early in December the Nation's Capital is filled with brightness as thousands of Christmas lights are installed in the downtown areas of Ottawa and Gatineau. An official ceremony is held early in December to launch the official illumination program on Parliament Hill.

Work for this "Event" is approximately 2 weeks, including set-up and tear-down.

2.3 Other potential "Events"

Other "Events" produced or supported by PCH (i.e.: Remembrance Day, Special Commemorations headed by PCH or in partnership with other Government of Canada Departments and Agencies) occurring in the National Capital Region could be added during the term of the Standing Offer. "Events" could therefore be added on an "as and required" basis. Needs will be confirmed with the issuance of a call-up against the Standing Offer.

3. ADDITIONAL SERVICE REQUIREMENTS

- 3.1 Organise and hold a personnel briefing session for specific subjects such as Health and Safety, special work requirements, and all other pertinent information relating to the delivery of the "Event". PCH could give a briefing on the "Event" in question to provide a general overview of the requirements. Representatives of other companies retained by PCH may also be present to share details pertaining to the delivery of the "Event";
- 3.2 Provide a phone number for the Contractor's location or representative that is available 24-hours a day during the delivery of the "Event" (includes set up, operation and tear down);
- 3.3 Ensure continuous communication between the Personnel and the Contractor's Location at all times while providing the Service;
- 3.4 Provide a detailed report of any incidents, unusual occurrences or conditions on the Sites. This report must be sent to an email address that will be confirmed prior to the beginning of each "Event". The report must be provided within one (1) day of any incident or occurrence. The Format of the incident report used by the contractor must be pre-approved by PCH. Reports may need to be modified upon PCH's request;
- 3.5 Provide a summary of all incident reports including suggested remedial procedures – if any – to PCH. This report must be presented during the Post "Event" Evaluation Meeting as shown in article 6;
- 3.6 Provide all meals and refreshments (including an adequate source of water) for the Contractor's Personnel or specify that Personnel is responsible for providing their own meals and refreshments (including an adequate source of water);
- 3.7 Provide all transportation for the Contractor's Personnel and their equipment or, specify that all Personnel must provide their own means of transportation – keeping in mind that parking in the downtown core may be severely restricted during the "Event" period and that there are no spaces

available for parking personal vehicles on any of the Sites. It is required for all Personnel to park their personal vehicle outside of the controlled areas.

4. LICENSE, PERMITS AND AUTHORISATIONS

The Contractor must obtain, at his own cost, all proper and required licences, authorisations and permits to provide the Service. This includes, but is not limited to those from municipal, provincial or federal entities such as security clearances, first aid, fork lift certification, personnel lift certification, propane handling certification, etc.

5. PCH'S RESPONSIBILITIES

- 5.1 Present the "Event" to the Contractor's Personnel during the training session organised by the Contractor;
- 5.2 Provide all necessary information regarding the work required for the "Event" such as; site plans, schedules, activities;
- 5.3 Coordinate all meetings between the Contractor and other contractors and companies when and if required.
- 5.4 Provide the Contractor with all pertinent contact information on an "Event" basis.
- 5.5 In most cases, provide an onsite office/trailer to be used by the contractor's crew

6. GENERAL WORK SCHEDULE

DESCRIPTION	DATE	TIME
Winterlude		
Personnel briefing session	Early January	Daytime or evening
Post-"Event" evaluation meeting & invoicing	Beginning of March	Daytime
Payment of invoice	As per regulations	N/A
Canada Day		
Personnel briefing session	Mid-June	Daytime or evening
Post-"Event" evaluation meeting & invoicing	Mid July	N/A
Payment of invoice	As per regulations	N/A
Christmas Lights Across Canada		
Personnel briefing session	None required	N/A
Post-"Event" evaluation REPORT ONLY	Mid December	N/A
Invoicing	Early December	N/A
Payment of invoice	As per regulations	N/A

7. ADDITIONAL CONDITIONS

7.1 Increases or decreases to contract

PCH reserves the right to increase or decrease the estimated number of hours indicated in each individual Call-up, and hence its dollar value, within a reasonable time frame with no penalty. Normally, the Contractor will have:

- 24 hours' notice for increases;
- 24 hours' notice for decreases.

- It must also be understood that changes may occur more frequently during the operations. PCH reserves itself the right to make modifications to tasks for staff as deemed necessary when on duty.

8. OCCUPATIONAL HEALTH AND SAFETY

- 8.1 The Contractor shall comply with all federal, provincial and municipal occupational health and safety legislation and regulations. Where federal, provincial and municipal legislation and regulations diverge in respect of a given subject, the Contractor shall comply with the more stringent provisions.
- 8.2 The Contractor acknowledges that it has received notification from PCH that the sites where it is to perform the work may be considered "construction sites" under federal, provincial and municipal regulations and legislation, and the Contractor is therefore subject to such legislation and regulations as they pertain to occupational health and safety in the construction industry.
- 8.3 The Contractor will pay all costs related to the Contractor's compliance with federal, provincial and municipal occupational health and safety legislation and regulations (including occupational health and safety in the construction industry).

9. SPECIFIC REQUIREMENTS

- 9.1 When the Contractor will be required to work on Parliament Hill, the Contractor shall provide staff with proper security background check. The names of the Contractor's personnel assigned to delivery and/or installation work at least forty-eight (48) hours in advance. The Contractor shall also provide information concerning the make and license plate number of the vehicle used and the driver's name. No deliveries are permitted on Parliament Hill unless the Contractor has provided this information.
- 9.2 For the purposes of Canada Day activities on Parliament Hill, Public Service and Procurement Canada (PSPC) acts as the "designated" builder. Accordingly, PSPC requires specific documentation from PCH contractors. This documentation is mandatory. The documents must be submitted at least four (4) weeks before the Contractor can begin the work (or deliveries) on Parliament Hill for the purposes of Canada Day. As such, the following documents shall be submitted to PCH on an annual basis:
- "Work Safety and Insurance Board" (WSIB) certificate (or proof of private coverage)
 - Liability insurance certificate (see Annex F)
 - Copy of the Contractor's health and safety program
 - "Workplace Hazardous Material Information System" (WHMIS) and fall protection (as applicable)
 - Ministry of Labour authorizations (form 1000, provided by PCH)
 - Copies of the resource's trade papers/training programs/certifications
 - Names and dates of birth of each resource involved under this agreement
 - First aid certification (as requested)

SECTION 2: PERSONNEL REQUIREMENTS

1. STAFFING AND SCHEDULING

- 1.1 PCH will specify the days on which work is to be performed as shown in Appendix "A". The typical hours of work during a day will be from 7:00 am through to 4:00 pm although it is expected that some overtime will be necessary for various projects especially in the final days before an "Event" and during the e"Event" itself.
- 1.2 The Contractor and PCH will agree prior to an "Event" the travel time to be included in the billable hours based on the location of the Contractor's place of business and the site. For example 30 minutes to drive to the site and 30 minutes to return to the office for a total of 60 minutes. The production schedule provided to the contractor will indicate the hours required on the site. The travel times will need to be reflected on a "Work Request Acknowledgement Form" signed at the end of every shift. The travel time will only be applicable for the requirements of Logistics Travel Crew Leader, Logistics Travel Crew, Carpentry Crew Leader and Carpentry Crew (if applicable).
- 1.3 It is the Contractor's responsibility to assign the appropriate resources and ensure their schedule is in compliance with the "Event" Production Schedule (appropriate days and times) for each Site. A copy of the "Event" Production Schedule will be provided to the Contractor for each "Event".
- 1.4 It should be noted that for some "Events" there are schedules for up to 16 hours in a day. The Contractor's Personnel shall be informed that they could be required at short notice to work additional or less hours than scheduled.

When agreed between PCH and the Contractor, that a shift is to be covered by two (2) separate crews, the first crew on site shall remain until the replacement crew has arrived and information and duties have been discussed and transferred. The same applies for staff replacement at any time during operations. The assignment of two (2) resources to cover a shift, if applicable, will be indicated by PCH or will be approved in advance.

- 1.5 Minimum Call: All staff will be scheduled for a three (3) hour shift minimum. Any staff that would report to work or would be sent back to the office by PCH based on work being completed or because of a scheduling error made by PCH, shall be paid for the minimum three (3) hour call and PCH shall be invoiced solely for that three (3) hour call. Any hours worked beyond the minimum call shall be invoiced as per the basis of payment in this Standing offer agreement.
- 1.6 Due to the nature of the "Events" undertaken by PCH, the Contractor will be expected to provide the required services in all types of weather conditions, from extreme heat to extreme cold. Some of the work will also require long hours of work. It will be the responsibility of the Contractor to ensure that their staff has adequate clothing, food, beverages and equipment.
- 1.7 PCH and the Contractor will agree on a "time sheet" (the format and the details to be included on the time sheet) to be filled out at the end of every shift. The "time sheets" are to be completed daily by the Contractor's Personnel performing the work. The "time sheet" must clearly indicate at a minimum the name of the resource, the hours worked, name of the site and date the work was performed. It shall be a document in minimum two (2) copies, one for the PCH Logistics Coordinator, and one for the Contractor. The PCH Logistics Coordinator will sign the "time sheet" at the end of every shift to confirm the information is accurate. Copies are to be provided with each invoice.
- 1.8 Meal breaks must also be indicated and calculated. Both PCH and the Contractor will agree on a 30 minute meal break not charged to PCH (i.e.: 8 hours shift, one 30 minutes meal break = 7.5 billable hours). In a case where the Contractor's resource is working between the hours of 7:00 a.m. and 5:00 p.m., the resource would take one (1) 30 minute lunch break and in the case of a Contractor's resource working between 5:00 pm and 12:00 am, the resource would take one (1)

30 minute lunch break. If resources are required to work between, for example, 8:00 am and 8:00 pm, two (2) thirty (30) minute lunch breaks would be taken by the resource. In any case, the meal break must be demonstrated and deducted in the billable hours on the Work Performed slip.

2. PERSONNEL REQUIREMENTS

For the Contractor to be able to perform the work, he shall:

- 2.1 Provide the name of one management representative and one alternate who are authorised to act on behalf of the Contractor at all times. These individuals will manage all aspects of the service prior to each "Event" and could also, at the Contractor's discretion, fulfill the Supervisor's role for the duration of this standing offer agreement.
- 2.2 This management representative must be available to attend approximately four (4) meetings several weeks prior to an "Event" to ensure that the service required by PCH can be safely and adequately provided. Such meetings will be attended by representatives of PCH and may be attended by other contractors or companies retained by PCH for other aspects of the "Event". These representatives will be the contact with whom PCH will coordinate any required changes and discuss any problems prior to, during and after the "Event". As such, these individuals must have binding authority on the Contractor's behalf to make final decisions concerning the service. The scheduling of these meetings is indicated in article 6 below for reference only and could be revised.
- 2.3 Provide only Personnel who are dependable, trustworthy, directly employed and overseen by the Contractor to supply the service. It is understood that the Contractor will prioritise the use of permanent staff vs the use of less experienced labor from labor agencies.
- 2.4 Ensure that all of the Contractor's Personnel have followed and successfully completed any Health and Safety training required to perform their work such as, but not limited to, operation of forklift/zoom boom, fall arrest, WHIMIS, First aid, etc.
- 2.5 Ensure that all of the Contractor's Personnel assigned to work on Parliament Hill or any other site identified by PCH is screened at the Site Access Status level through PCH Corporate Security Service upon contract award. The security clearance requirement could change for any specific "Event" and will be determined by PCH. In addition PCH could request various levels of security for various sites and various resources.
- 2.6 Provide regular monitoring of all of the Contractor's Personnel to review their performance in order to:
 - A) Be the intermediary between PCH and the Contractor's Personnel, in case of disagreement;
 - B) Perform follow-ups with the Contractor's Personnel, following discussions with PCH;
 - C) Ensure the Personnel apply procedures and regulations as indicated by PCH; and,
 - D) Submit any changes in Supervisors to PCH during the first meeting prior to any "Event" indicated in article 6 below. **Error! Reference source not found.**
- 2.7 Provide clothing to clearly identify company personnel bearing in mind that most of the work shifts are outdoors and that PCH cannot always provide a shelter. The uniform may consist of:
 - For Canada Day:
 - i. T-shirt clearly identified with the company logo and name on the sleeve or chest (or any other top approved by PCH)
 - ii. Full length pants dark blue, black or grey (Bermuda shorts are acceptable and will need to be approved by PCH with the exception of Parliament Hill where they will not be allowed); and if necessary,
 - iii. Light jacket identified with the company logo and name on the sleeve or chest (or any other jacket approved by PCH).

- For Winterlude and Christmas Lights Across Canada - warm clothing offering protection from high winds, snow, rain or sleet which includes:
 - i. Warm winter coat clearly identified with the company logo and name on the sleeve or chest (or any other coat approved by PCH);
 - ii. Full length pants or snow pants dark blue or black;
 - iii. Hat or toque;
 - iv. Mittens or gloves; and,
 - v. Warm waterproof boots.
- For other “Events”:
 - i. Clothing adequate to the season and corresponding weather.

The choice of uniform must be approved by PCH for all “Events”.

3. STANDARDS OF BEHAVIOUR

The Contractor will ensure that a high standard of behaviour and quality of presentation is maintained by the logistic team, the supervisors, and any other personnel providing the logistic Service.

- 3.1 Provide Personnel who possess the knowledge, the motivation and the discipline to perform their tasks and responsibilities in a suitable way. Personnel must understand that during the time that they are on site they are representing the Government of Canada and PCH and as such they must ensure that their behaviour does not compromise PCH’S reputation.
- 3.2 Examples of conduct considered to be unsuitable are:
- a) Arriving late for duty;
 - b) Vacating an assigned site without authorisation;
 - c) Being on post (location) without proper attire (i.e. Construction site rules and regulations)
 - d) Being on duty without prescribed, properly functioning equipment, where applicable, such as two-way radios, protective equipment, flashlight, CSA construction boots, and any other equipment that may be required to conduct the work or to ensure safety on the “Event” site.
 - e) Not complying with scheduled orders, or other written or oral instructions from PCH;
 - f) Behaving in a manner that is not in PCH’s best interest;

PCH reserves the right to verify the level of the Service at any time (i.e. do spot checks). Any case of unsuitable conduct could lead to temporary or permanent expulsion from a work site. Such cases of unsuitable conduct will be assessed at PCH’s the discretion. PCH will communicate such incidents to the Contractor within 24 hours and will expect corrective measures to be taken in order to avoid a recurrence of the incident. PCH will not pay for hours that were scheduled but not worked by a crew member or crew leader following a temporary or permanent expulsion from the worksite.

4. SPECIFIC PERSONNEL TASKS AND RESPONSIBILITIES BY ROLE

The Contractor’s team working on the Sites will be comprised of combinations of the following types of personnel:

- Supervisor(s);
- Crew Leader(s)
- Crew (Contractor’s Personnel)
- Equipment Operators: Forklift /zoom boom, skid steer, backhoe, and all other general equipment.

4.1 Supervisor/manager tasks and duties

- 4.1.1 Supervise all Personnel assigned to an “Event”;
- 4.1.2 Ensure the coordination of the Crew leader and Crew Staff on each Site;

- 4.1.3 Provide the Crew leader and Crew Staff with the specific information pertaining to each Site;
- 4.1.4 Ensure that each Personnel or equipment requirement identified in the production schedule or agreed verbally on site are manned at all times or inform PCH immediately when short staffed and provide plan to fulfill the requirements
- 4.1.5 Ensure that the Staff on each Site is monitored efficiently by a Crew leader;
- 4.1.6 Ensure that the Crew leader and Crew Staff understand their responsibilities and execute their duties in the specific manner described in this document;
- 4.1.7 Report any problems, unsafe conditions or complaints to PCH;
- 4.1.8 Submit on PCH approved forms all extra duties required by PCH for the “Events”;
- 4.1.9 Submit detailed invoices in a timely manner as established by the contract. Invoices are to clearly indicate each hour billed per requirement (i.e. crew leader, crew, etc.), equipment and supplies. For each item, the invoiced rate (regular rate, overtime, flat rate, etc.) shall be indicated; all amounts must be before tax; subtotals and applicable taxes must be indicated separately.
- 4.1.10 Address all performance issues by the Contractor’s personnel who are not providing the required level of work or who exhibit inappropriate behaviour on site as soon as it is made known to the Contractor. This also includes removing personnel from a site/task that do not have the required protective personal equipment (PPE), equipment or safety certifications, etc.

4.2 Crew leader tasks and duties

- 4.2.1 Present themselves to their respective posts in a neat and tidy fashion;
- 4.2.2 Wear the appropriate uniform including required protective equipment – exceptions will not be tolerated;
- 4.2.3 Maintain continuous communication with the Supervisor and PCH Logistics Coordinators by means of a two-way radio;
- 4.2.4 In addition to any updates to the program schedule, comply with any additional daily specific tasks and guidelines for the Sites to which he/she is assigned by PCH Logistics Coordinators;
- 4.2.5 Must not engage in any public relations or requests by media and must direct all enquiries by the public or media to a PCH representative. PCH will provide basic “Event” information to the Personnel;
- 4.2.6 Report immediately upon arrival on Site to the PCH Logistics Coordinator to be briefed with daily site specifics, or, ensure that any additional written instructions which were provided by him//her when not present on site are added to the daily brief, and direct the team accordingly;
- 4.2.7 If the crew leader is to operate equipment, he/she must possess and provide a copy of a valid operator’s certificate or license to operate machinery such as forklift / zoom boom and or skid steer. Unless indicated otherwise, the onsite machinery will be supplied by PCH through a supplier.
- 4.2.8 Be aware of and understand the different vehicle access passes – where and when applicable;
- 4.2.9 Be aware of the emergency procedures required for on-site incidents;
- 4.2.10 Report to the appropriate authority (either, or both, the Supervisor and the PCH Logistics Coordinator) of any and all unusual occurrences or abnormal conditions on the Site;
- 4.2.11 Respect and enforce all regulations related to “Construction Sites” at all times, during the construction and dismantling phases. Any person who enters the construction security perimeter must wear at minimum a hard hat, safety boots, safety vest and long pants. In case of non-compliance to these regulations the contractor must inform PCH.

4.3 Crew tasks and duties

If crew personnel are to operate equipment, they must possess a valid operator’s certificate to operate machinery such as forklift / zoom boom and or skid steer. Equipment may be provided by PCH through another supplier.

The Staff will require access to some form of transportation during the course of the “Event” in order to perform their duties. Only vehicles described in this document can be used by the Contractor for which PCH will issue access passes when necessary. These vehicles must be identified as vehicles under the responsibility of the Contractor as described in the section 3 – **Error! Reference source not found.**

The crew has the responsibility to perform all required work such as, but not limited to, Installing, assembling, positioning, moving, operating, loading, unloading, etc.

Here are examples of required work for:

4.3.1 Canada Day

- Install Barricades and other types of fencing;
- Distribution of interior and exterior furniture such as picnic tables, folding tables, folding chairs, etc.;
- Distribution of garbage barrels, recycling barrels and other receptacles;
- Remove garbage and recycling to the site container when applicable and requested by PCH (note: waste and recycling management is under a separate contract);
- Site management (site ground protection, irrigation issues);
- Install, operate and dismantle personnel man-lifts, generators, propane heaters, etc...;
- Perform all other related duties as requested by PCH

4.3.2 Winterlude

- Planting Christmas trees in snow banks;
- Installing and maintaining fire pits and firewood;
- Site management (slippery surfaces, surface water issues);
- Distribute garbage barrels, recycling barrels and other receptacles;
- Remove garbage and recycling to the site container when applicable (note: waste and recycling management is under a separate contract);
- Interior and exterior furniture such as picnic tables, folding tables, folding chairs, etc.;
- Install barricades and other types of fencing;
- Operate personnel man-lifts, generators, propane heaters etc...;
- Confederation Park: one (1) crew member must possess and hold a valid operation certificate for the use of a skid steer (skid steer supplied by PCH sub-rental supplier)
- Perform all other related logistic duties.

4.3.3 Christmas Lights across Canada Ceremony

- Installing and maintaining fire pits and firewood;
- Site management (slippery surfaces, surface water issues);
- Distribute garbage barrels, recycling barrels and other receptacles;
- Remove garbage and recycling to the site container when applicable (note: waste and recycling management is under a separate contract);
- Distribute interior and exterior furniture such as picnic tables, folding tables, folding chairs, etc.;
- Install barricades and other types of fencing;
- Install, operate and dismantle personnel man-lifts, generators, propane heaters, etc
- Service will be required the day following the Ceremony to remove all components before end-of-day

4.4 Forklift / Zoom Boom / Skid Steer and General Equipment Operators

On every site it will be required to have at least one of the staff members licensed to operate a forklift. Unless specified otherwise, the forklift will be supplied by PCH. By law, the operator will be required to have his license on him when operating. PCH will require a copy of the license at the beginning of each "Event". The crew leader could be the operator. No additional rate will be charged for Forklift operation.

If a specific request is made for an operator only and the individual is not working as a crew member, the operator rate will apply, otherwise, the crew rate applies.

4.5 Floor Installation (Carpentry) team

When the flooring installation team is required, they will be tasked with the installation of various floors using 2"x6" (lay on flat) and plywood, and/or the installation of 4'x8'x "various heights risers", all provided by PCH. This team will be composed of one (1) crew leader able to direct a team for the installation. The crew leader will be assisted by crew staff. Staff quantity required to support the crew leader will be identified by PCH as well as the number of time allowed for the installation.

4.6 Logistics Travel crew

Generally, the equipment is delivered on site from the distribution center by PCH's transport contractor. Nonetheless, the logistics support Contractor will be called upon to provide some deliveries of equipment at various times.

It will be mandatory that one of the staff, on site, be able to operate a pick-up truck and trailer for the transport of equipment, on site and/or from the distribution center to the site, etc. Each team on site will require at least one (1) pickup truck at all times.

During any specific "Event", the travel crew can be composed of 1, 2 or 3 staff members depending on PCH's request. They will be tasked with transporting various pieces of equipment using a pick-up truck and trailer. More than one travel crew could be required during the same shifts for the same "Event". The travel crew will not only transport/deliver or return equipment they will also be required to install and remove equipment. (i.e.: metal barricades). To perform the work, PCH considers acceptable for the pick-up truck to be at minimum a ½ ton (i.e.: Ford F-150) or equivalent and the trailer acceptable minimum size is a 16 foot trailer preferably a flatbed type. The travel crew will transport small equipment, various types of barricades, tables, cement blocks/bases etc. The drivers/crews must have access to a trailer that will accommodate and transport 80 metal barricades (in bundles or loose). The trailer must allow for forklift loading or manual loading. It's important to note that occasionally, the driver could be sent back to the warehouse and the crew working with him would remain on site.

4.7 Additional information

Occasionally, staff could be called upon for some work without a crew leader being required. This staff will receive directives upon arrival on site from PCH's Logistics Coordinator.

Prior to each "Event", a meeting between PCH, the Contractor's supervisor and the contractor's crew leader, will be scheduled by PCH to outline the details of the "Event" and work required.

SECTION 3: EQUIPMENT

1. GENERAL EQUIPMENT REQUIREMENTS

- 1.1 Provide all necessary equipment and basic tools to perform the duties such as, but not limited to: hammers, screwdrivers, ratchet sets, post pounders, shovels, brooms, flashlights (including replacement batteries) tie-wraps, garbage bags, etc.
- 1.2 The site crew leaders must have a working cell phone and phone numbers must be provided to PCH. When on site, PCH will provide a two-way radio to the crew leaders for ease of communication between sites and between the crew leaders and PCH Logistics Coordinators.
- 1.3 Provide any required protective equipment such as hard hats, steel toe footwear, gloves, etc. or instruct their Personnel that they must provide this equipment themselves (Ultimately it's the contractor's responsibility to ensure equipment availability and its use as well as compliance with all safety requirements);
- 1.4 Provide all necessary vehicles to deliver the service. This includes but is not limited to pick-up trucks, trailers, etc. as indicated in this document. Trailers used by the Contractor must allow to

- be loaded using a forklift. Trailers must have a reasonable (minimum 8,000 lbs) load capacity (Flatbed type of trailers are preferred);
- 1.5 Prior to each "Event" the Contractor must provide to PCH the identification information for all vehicles that will be used for the delivery of the Service by the Contractor. This information includes vehicle information (make, model, and year), license plate number, and driver information (name and copy of valid drivers' license).
- 1.6 Provide one (1) radio per two (2) staff for each site/assignment for communication between Crew Leader(s), Supervisor and Crew Personnel on duty on a daily basis (i.e. when on Major's Hill Park, a crew of three (3) plus a Crew Leader are assigned, the contractor should provide two (2) portable radios). PCH will supply radios to the Crew Leader and Supervisor to permit communication between the PCH coordinator, the Crew Leader and Supervisor.

2. BACKHOE REQUIREMENTS AND SCOPE OF WORK

2.1 Requirements:

- i. Have a backhoe/loader available and in excellent working condition for the duration of the time period of Winterlude (January-February of any given year). Equipment must be functional and well maintained.
- ii. Contractor must be ready to clean any spill that could occur from its equipment.
- iii. If mechanical problems occur, the contractor must be able to have a replacement backhoe/loader within four (4) hours of the breakdown.
- iv. Comply with all, federal, provincial, and municipal laws and regulations.
- v. The Contractor must be available on a 24 hour basis (in case of emergency), 7 days a week, for Winterlude backhoe requirements between the approximate dates of January 10 and February 28.
- vi. Must supply PCH Logistics Coordinator or assistant with a daily log of hours worked and have both parties agree and sign off.
- vii. PCH will provide space to park the equipment on site for the duration of the conduct of the work.

2.2 Scope of Work:

The Contractor will be asked to perform, but will not be limited to, the following tasks:

- i. Site preparation (Winter)
 - Build/form snow banks throughout the site as per site plan and schedule.
 - Compacting of snow (back blading)
 - General assistance in site set-up.
- ii. Implementation
 - Daily and nightly clean-up of ice debris.
 - Dismantling and clean-up of ice carvings if needed.
- iii. Dismantling
 - Destruction and fragmentation of all ice carvings. Ice debris must be spread on the ground after fragmentation as per plan and schedule.
 - Load equipment onto flatbeds and/or other various vehicles if required.
 - Removal and gathering of evergreen trees from snow banks.
 - General assistance in site tear-down.
- iv. Equipment Required
 - Backhoe/loader with minimum lift capability of 5,500 lbs.
 - Standard bucket. (6 in 1 would be an asset)

Travel time to and from the site if the proponent decides not to leave the Backhoe at the site will be at the Contractor's expense.

* The Contractor needs to be very flexible. Hours will vary daily and could change at the last minute. Some days will be regular 8 hour days, but there will be many long hour days as well as some split days. Split days will usually occur during the Winterlude ice carving competitions. The sites cannot be cleaned up until carvers have completed work for the day. This is not until 11:00 p.m.

NOTE: *All work above will be performed in public spaces, and at times with large crowds in the immediate vicinity. Extreme caution and awareness must be respected at all times. It is to be understood that public/pedestrians have priority at all time.*

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

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

Definition of a Day: A day is defined as 8 hours exclusive of meal breaks. Payment will be for hours actually worked in each 24 hour period with no provision for annual leave, statutory holidays or sick leave.

***OVERTIME WORK**

All proposed personnel must be available to work outside normal "office" hours during the duration of the Contract. No special overtime fees will be authorized under this Contract.

A- Initial Standing Offer Period (*Date of award to* _____)

During the initial period of the Standing Offer, for Work performed in accordance with the resulting Call-ups Against the Standing Offer, the Contractor will be paid as specified below.

1.0 Personnel and Equipment Fees

For the initial contract period (2017-2020), the Contractor will be paid as follows:

No.	Category of Personnel or Equipment	Regular Hourly Rate*
1	Logistics Crew Leader	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
2	Logistics Crew member	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
3	Logistics Travel Crew Leader	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
4	Logistics Travel Crew member	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
5	Floor Installation (Carpentry) Crew Leader	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
6	Floor Installation (Carpentry) Crew member	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$

7	Specific forklift and zoom boom operation & operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
8	Backhoe and Backhoe Operation & Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
9	Tractor and Tractor Driver	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
10	Water Truck & Driver/Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
11	Salt Truck	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$
12	Small Snow-Blower Tractor & Driver/Operator	
	2017-2018	\$
	2018-2019	\$
	2019-2020	\$

B- Option to Extend the Term of the Standing Offer

This section is only applicable if the option to extend the Standing Offer is exercised by Canada.

During the extended period of the Standing Offer specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Standing Offer extension.

2.0 Personnel and Equipment Fees

For Option Period #1 (2020 – 2021), the Contractor will be paid as follows:

No.	Category of Personnel or Equipment	Regular Hourly Rate*
1	Logistics Crew Leader	\$
2	Logistics Crew member	\$
3	Logistics Travel Crew Leader	\$
4	Logistics Travel Crew member	\$
5	Floor Installation (Carpentry) Crew Leader	\$
6	Floor Installation (Carpentry) Crew member	\$
7	Specific forklift and zoom boom operation and operator	\$
8	Backhoe and Backhoe operation & operator	\$
9	Tractor and Tractor Driver	\$
10	Water Truck & Driver/Operator	\$
11	Salt Truck & Driver/Operator	\$
12	Small Snow-Blower Tractor & Driver/Operator	

For Option Period #2 (2021 – 2022), the Contractor will be paid as follows:

No.	Category of Personnel or Equipment	Regular Hourly Rate*
1	Logistics Crew Leader	\$
2	Logistics Crew member	\$
3	Logistics Travel Crew Leader	\$
4	Logistics Travel Crew member	\$
5	Floor Installation (Carpentry) Crew Leader	\$
6	Floor Installation (Carpentry) Crew member	\$
7	Specific forklift and zoom boom operation & operator	\$
8	Backhoe and Backhoe Operation & operator	\$
9	Tractor and Tractor Driver	\$
10	Water Truck & Driver/Operator	\$
11	Salt Truck & Driver/Operator	\$
12	Small Snow-Blower Tractor & Driver/Operator	

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 570630 (NCC PO)
Security Classification / Classification de sécurité

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

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

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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

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

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

Special comments:
Commentaires spéciaux : Accès aux sites événementiels identifiés *Vain canniel des sites.*

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

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

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Philip Porzuczek		Title - Titre Senior logistics coordinator	Signature
Telephone No. - N° de téléphone 613-769-2011	Facsimile No. - N° de télécopieur 819-934-0738	E-mail address - Adresse courriel philip.porzuczek@canada.ca	Date 06-04-2017
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) <i>P. Pibeau</i>		Title - Titre <i>Security</i>	Signature
Telephone No. - N° de téléphone <i>897-5217</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date <i>6/4/17</i>
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Oui <input type="checkbox"/> Yes / Non
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) LYNN LEVESQUE		Title - Titre PROCUREMENT & CONTRACT SPECIALIST	Signature
Telephone No. - N° de téléphone 819-994-5119	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Lynn.Levesque@canada.ca	Date 2017-10-06
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Canada

ANNEX "D"

INSURANCE REQUIREMENTS

SACC *Manual* clause G2001C (2014-06-26) Commercial General Liability Insurance

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

The Commercial General Liability policy must include the following:

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

For the province of Quebec, send to:

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

For Ontario province, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice

234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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