

CANADIAN HERITAGE
REQUEST FOR STANDING OFFER

REQUEST NUMBER: 10180154

TITLE OF PROJECT: Rental, delivery and maintenance of sanitary equipment

REQUEST DATE: April 5th, 2018

CLOSING DATE AND TIME: May 15th, 2018, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-997-2389
E-mail: pch.contrats-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 for a period of 3 years from contract award to March 31st, 2021, with two (2) option-years.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2:00 p.m., EDT on May 15th, 2018, at 15 Eddy Street, 2nd Floor (15-2-C), Gatineau, Quebec, K1A 0M5.

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

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex "G". By signing and submitting this form, Offerors are confirming that they have read the entire Offer solicitation including the documents incorporated by reference into the Request for Standing Offer and that:

1. They consider themselves and their products able to meet all the mandatory requirements in the Request for Standing Offer;
2. Their offer is valid for the period requested in the Request for Standing Offer;
3. All the information provided in the Request for Standing Offer is complete, true and accurate; and
4. If they are awarded a Standing Offer, they will accept all the terms and conditions set out in the Standing Offer and resulting contract clauses included in the Request for Standing Offer in Part 6 – Standing Offer and Resulting Contract Clauses.

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PART 1 - GENERAL INFORMATION

1.1 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 Annexes include the Statement of Work, the Basis of Payment, the Price Evaluation Grid, the Security Requirements Checklist, the Insurance Requirements, the 942 Form, and the Offer of services Form.

1.2 Summary

The Department of Canadian Heritage (PCH) is seeking to establish a standing offer for the following period: from the date of issue through March 31, 2021, with the possibility of two (2) option years.

The purpose of the Request for Standing Offer is to identify an Offeror capable of providing sanitary equipment rental, delivery and maintenance services for various events in the National Capital Region (NCR), as described in Annex "A", Statement of Work.

The requirement is subject to the provisions of the following trade agreements:

- World Trade Organization-Agreement on Government Procurement (WTO-AGP)
- Comprehensive Economic and Trade Agreement (CETA)
- Canadian Free Trade Agreement (CFTA)
- North American Free Trade Agreement (NAFTA)
- Canada-Chile Free Trade Agreement (CCFTA)
- Canada-Colombia Free Trade Agreement

- Canada-Peru Free Trade Agreement (CPFTA)
- Canada-Panama Free Trade Agreement
- Canada-Korea Free Trade Agreement (CKFTA)
- Canada-Honduras Free Trade Agreement

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.

2.2 Submission of Offers

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

Due to the nature of the Request for Standing Offer, Offers transmitted electronically or by facsimile to PCH will not be accepted.

2.3 Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament](#)

[Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority at least seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 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 1: Technical Offer: two (2) hard copies;
Section 2: Financial Offer: two (2) hard copies; and
Section 3: Certifications: one (1) hard copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offer.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section 1: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section 2: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" - Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

Section 3: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the mandatory technical criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Evaluation Criteria

To be considered compliant, the offer must meet all of the mandatory criteria. In other words, the proposal must demonstrate in writing that the Offeror satisfies all of the mandatory requirements set out below, without exception. If an Offeror does not meet all of the mandatory requirements, the offer will be non-compliant and will not be considered.

Mandatory criteria		Met	Not met	Cross-reference to proposal
M1	Offeror must supply a full list of its inventory that includes ALL the following details: <ul style="list-style-type: none"> a) size b) footprint c) electrical requirements d) delivery method for trailer-mounted units or special units e) pictures for all types of units available 			
M2	Contractor must demonstrate having a minimum of three (3) years of experience in the context of large-scale events*. *A large-scale event is defined as one that requires a quantity of 100 sanitary units or more.			
M3	Contractor must demonstrate its capacity to provide service 24 hours a day and 7 days a week in order to respond to emergency calls within 60 minutes.			
M4	Contractor must demonstrate having a minimum of four (4) pumping trucks in order to limit travelling in the streets (e.g. Canada Day).			
M5	Contractor must demonstrate having the necessary equipment to maintain a unit 80 feet away from its pumping truck.			

4.2 Basis of Selection

4.2.1 To be declared responsive, an Offer must:

- (a) Comply with all the requirements of the Request for Standing Offer; and
- (b) Meet all the mandatory technical criteria.

Offers not meeting (a) or (b) will be declared non-responsive. The responsive Offer with the lowest evaluated price as per Annex "C" - Price Evaluation Grid, will be recommended for issuance of a standing offer. The Evaluated price includes the initial period, as well as all option years.

4.2.2 Offerors should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that an Offeror may have been recommended for Standing Offer award, issuance of any Standing Offer will be contingent upon internal approval. If such approval is not given, no Standing Offer will be awarded.

PART 5 – CERTIFICATIONS 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 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive 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 classified or protected information, assets or sensitive 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

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 "E".

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 perform the Work 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.

1. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **SITE ACCESS STATUS**, granted or approved by 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:

a. Security Requirements Check List and security guide (if applicable), attached at Annex "D";

7.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

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.

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 award to March 31st, 2021.

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 an additional two (2) periods of one (1) year each, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Line Séguin
Procurement and Contract Specialist
Department of Canadian Heritage
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

Tel: 819-997-2389

E-mail: pch.contracts-contracting.pch@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

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

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

To be determined at issuance of the Standing Offer.

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 Canadian Heritage.

7.8 Call-up Procedures

- a) Each call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed call-up can be charged to this Standing Offer or any call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every call-up made under this SO.

- d) Only Authorized call-ups to be Accepted: The Offeror agrees only to perform individual call-ups made by an authorized representative of Canada under this Standing Offer outlined below.

7.9 Call-up Instrument

The Work will be authorized or confirmed by Canadian Heritage using form 942 – Call up Against a Standing offer (form attached at Annex "F").

7.10 Non-Standing Offer Items

For non-standing offer items, the Identified User may incorporate a total 25% of the total value of the call-up, and up to a maximum of \$25,000.00 including applicable taxes.

7.11 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.

7.12 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.

7.13 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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 "D", Security Requirements Check List;
- h) Annex "E", Insurance Requirements;
- i) the Offeror's offer dated _____ (*insert at the time of issuance of the standing offer*).

7.14 Certifications and Additional Information

7.14.1 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.

7.15 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 _____.

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

7.4 Payment

7.4.1 Basis of Payment

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

7.4.2 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 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 forwarded to the Project Authority for certification and payment.

ANNEX "A"

STATEMENT OF WORK

1. SCOPE

1.1 Title

Rental, delivery and maintenance of sanitary equipment.

1.2 Introduction

Canadian Heritage (PCH) is seeking a Contractor capable of providing sanitary equipment rental, delivery and maintenance services during large-scale events in the National Capital Region. The Contractor shall provide, among other things: portable toilets (standard and universally accessible), urinal trees (four urinals), hard wall toilets (with heating, lighting and sink), hand-washing stations, food preparation stations, and clean water and waste water tanks.

1.3 Needs Objectives / Standing Offer Period

The services will be rendered over a period of three (3) years from the date of issue of the standing offer through March 31, 2021, with the possibility of two (2) option years.

For each event, PCH will prepare a precise list of requirements, including the types and quantities of units, the delivery and pick-up dates, and the maintenance needs. Once confirmed, the Contractor will:

- supply clean units in good working order;
- provide deliveries, maintenance and pick-ups according to established schedules;
- provide contact information for a contact person, available 24 hours a day, 7 days a week (name and cellular telephone number);
- provide onsite service within sixty (60) minutes of receiving an emergency call.

1.4 Background

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

Flagship events are Winterlude, Canada Day and Christmas Lights. The purpose of this requirement is to offer sanitary services to visitors and participants during those events. Other punctual events may be added to the requirement on an as-and-when requested basis, in which case, PCH would check the supplier's availability and confirm the requirement through a call-up against the standing offer.

Every event has various sites and locations where sanitary equipment and services are required. As part of some events, the work may have to be carried out simultaneously on more than one site at a time. As a result, two work teams may be required.

The rental period of the equipment ranges from one (1) day to over one (1) month depending on the event and location.

Additionally, the dates and lengths of the events may be adjusted. The Contractor will be notified at least one month prior to the event.

Year 1

Canada Day 2018 – July 1, 2018
Christmas Lights Across Canada Illumination Ceremony 2018 – 1st week of December 2018
Winterlude 2019 – February 2019

Year 2

Canada Day 2019 – July 1, 2019
Christmas Lights Across Canada Illumination Ceremony 2019 – 1st week of December 2019
Winterlude 2020 – February 2020

Year 3

Canada Day 2020 – July 1, 2020
Christmas Lights Across Canada Illumination Ceremony 2020 – 1st week of December 2020
Winterlude 2021 – February 2021

Option – Year 1

Canada Day 2021 – July 1, 2021
Christmas Lights Across Canada Illumination Ceremony 2021 – 1st week of December 2021
Winterlude 2022 – February 2022

Option – Year 2

Canada Day 2022 – July 1, 2022
Christmas Lights Across Canada Illumination Ceremony 2022 – 1st week of December 2022
Winterlude 2023 – February 2023

2. Requirements**2.1 Specifications, Tasks and Activities**

All equipment shall be delivered and serviced according to a pre-established timetable that will be provided to the Contractor before every event.

For units that require electricity, the supplier must provide specifications related to the electrical requirements of each unit prior to delivery.

Units may be added, removed and/or modified each year, with no penalties.

2.1.1 Maintenance Services

A maintenance service for any type of unit signifies a septic tank cleanout and refill with deodorizer/disinfectant liquid, complete cleaning of the units and re-stocking of toilet tissue, paper towels and soap or hand sanitizer, as required. The Contractor must be able to provide the cleanout service at a distance of up to 80 feet from its pumping truck.

2.1.2 Janitorial Service

This service is to be provided on the busiest days (e.g. Canada Day). The role of the janitor will then be to ensure the units are kept clean and stocked with paper towels, toilet paper, hand sanitizer and hand soap. This service may be required for longer than eight (8) consecutive hours. The janitor will report to either the site coordinator or the project authority, depending on the site.

2.1.3 Standard Toilet

Industry standard unit that includes a non-flush tank with seat, urinal, hand sanitizer dispenser and toilet paper. There must be an option to have a latch upon specific request.

2.1.4 Universally Accessible Toilet

A UA unit is larger than a standard unit to permit access with a wheelchair or other mobility device. Dimensions should be of at least 62 inches x 62 inches. It includes a non-flush tank with seat, at least one grab bar, a hand sanitizer dispenser and toilet paper. There must be an option to have a latch upon specific request.

2.1.5 Urinal Tree

Unit containing four (4) urinals, that can only accommodate four (4) people at a time.

2.1.6 Single Deluxe Unit

All-season unit with heating, lighting and sink with hot and cold running water. Unit must also include soap, paper towels, toilet paper, mirror and coat hook. The Contractor must provide for the unit's electrical power needs before the event.

2.1.7 Double Deluxe Unit

Trailer-mounted, all-season unit that includes two (2) separate washrooms with heating, lighting and sink with hot and cold running water. Unit must also include soap, paper towels, toilet paper, mirror and coat hook. The Contractor must provide for the unit's electrical power needs before the event.

2.1.8 Hand-Washing Station

Unit consisting of a free-standing station that allows washing of hands. The unit must include a fresh water tank and a separate waste water tank, paper towel and soap dispenser. The unit must not require electrical power.

2.1.9 Double Sink Food Preparation Unit (Hot and Cold Water)

Unit including two (2) sinks, a clean water tank, a hot water tank and a waste water tank. This unit is used for food preparation.

2.1.11 Clean Water and Waste Water Tanks

Tanks with capacities of more than 200 gallons that can be used for food-related or other purposes. They are equipped with heating elements.

The Contractor must fill the clean water tank at delivery.

In winter, the Contractor must provide a heating element to prevent the contents from freezing, for both the clean water and waste water tanks.

2.2 Events

See Annex "C" for estimated requirements for each event.

2.2.1 Canada Day

On July 1st, the Capital comes alive with entertainment, on stage and in the street, concerts and other memorable activities for the whole family. Hundreds of thousands of Canadians get together at the various sites to celebrate Canada's birthday.

Installations are required for an average of 15 days.

For Canada Day, because the circulation in the streets of Ottawa's downtown core can be very difficult, it is required that the Contractor has a minimum of four (4) pumping trucks dispatched at the various sites to limit travelling as much as possible.

The Contractor may need to leave a pumping truck in a "Toilet City" section on Wellington Street for the day, to be able to perform maintenance without having to move the vehicle through the closed streets.

2.2.2 Winterlude

Winterlude celebrates the joys of winter with three fun-filled weeks in February. Canada's favourite winter activities are featured across Ottawa and Gatineau at this annual event.

Installations are required for an average of 30 days.

2.2.3 Christmas Lights Across Canada

During the first week of December, the Christmas Lights Across Canada program kicks off with an official illumination ceremony held on Parliament Hill. Thousands will gather for this annual ceremony.

Installations are typically required for one (1) day.

2.3 Contractor Responsibilities

The Contractor shall:

1. Provide tools, equipment and all personnel needed to transport, install, remove and maintain the sanitary equipment in its entirety;
2. Take precautions to avoid all types of spills and report any spills to a PCH representative immediately, and submit Contractor's policy and full procedure for spills and incidents. PCH shall not be held responsible in the event of a spill. The Contractor undertakes to pay for all the necessary cleaning expenses, as indicated by PCH or the competent authorities, as applicable;
3. Ensure that delivery methods are safe and that vehicles and equipment are clean and in good working order;
4. At all times, exercise good judgement and drive safely on all sites. When driving on an official site during a day of operations, all emergency and warning lights must be operating, a back-up alarm must sound when reversing the vehicle, someone must escort it on foot (wearing a safety vest), and the driver must yield to pedestrians and members of the public;
5. Install the sanitary units at the times and places indicated in the call-up (PCH reserves the right to ask the Contractor to relocate a sanitary unit, at the Contractor's expense, if directions are not followed);
6. Have access to at least one vehicle that can clean a unit at a distance of 80 feet;

7. Ensure that all sanitary equipment is installed safely, and is stable and properly levelled. It is the responsibility of the Contractor to ensure that units remain in this condition for the duration of the event;
8. Respond to emergency calls within sixty (60) minutes at all times and at any hour for the duration of the contract;
9. Be available, as required, to meet with the technical authority and/or site coordinator(s) prior to installation of the sanitary equipment;
10. Make diligent use of event vehicle passes and comply with all rules thereto;
11. Comply with the specific access rules for each of the various sites;
12. Provide the documentation and information needed to enter sites with limited access (Parliament Hill);
13. Provide the documentation and information for vehicles and employees that will need access to sites requiring such documentation and information (Parliament Hill);
14. Submit a list of all cleaning/chemical product used (Material Safety Data Sheets) and a list with basic specification of consumable (e.g. toilet paper, hand towel);
15. Provide sufficient consumables (i.e. toilet paper, towels, soap) to avoid shortage during events.

2.4 Locations of Work

2.4.1 Canada Day sites include, but are not limited to:

- Jacques Cartier Park, QC
- Canadian Museum of History, QC
- Major's Hill Park, ON
- Parliament Hill, ON
- Wellington Street, ON (Toilet City and other facilities)
- Astrolabe, ON
- Victoria Island, ON

2.4.2 Winterlude sites include, but are not limited to:

- Jacques Cartier Park, QC
- Confederation Park, ON
- Rideau Canal Skateway (RCS), ON

2.4.3 Christmas Light Across Canada ceremony site is, but is not limited to:

- Parliament Hill, ON

2.5 Other Site Specifics

To access Parliament Hill, the Contractor will have to provide PCH with relevant vehicle information such as vehicle type and model, licence plate number, drivers' names and time of entry at least 48 hours before the access is required. This information will be forwarded to the authorities in order to permit access.

Toilet City is the site located on Wellington Street in the parking lot of the old US Embassy. The equipment (more than 30 units) for this location is to be delivered after 5 p.m. on June 30 and picked up before 6 a.m. on July 2 (these dates and times may be modified based on each year's requirements).

2.5 Technical Environment

The Contractor shall understand that, for summer and winter events, they are expected to adapt and work under variable and unpredictable weather conditions. The sanitary equipment will be installed on a variety of surfaces, particularly on paved, grassed, snow or ice-covered surfaces. The Contractor may need to level the units depending on the terrain.

The Contractor shall provide equipment that is clean and in good working condition. This includes the vehicles that are to be used for deliveries and services.

The Contractor shall understand that they are also expected to work on variable schedule, in large crowds and that safety must remain a priority for all deliveries or maintenance services on the event sites. The Contractor may be asked to provide an escort (wearing a safety vest) for the vehicle when moving through crowds. If a security issue should arise, the Contractor may need to replace an employee who has been denied access to a site.

During events, some streets surrounding the sites are closed to traffic. The Contractor will receive passes to have access within street closures for the purpose of the work related to this standing offer only. Without exception, each vehicle must have a copy of the pass; otherwise it may be denied entry.

3. Other Terms and Conditions

3.1 Safety Requirements

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

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

The Contractor must ensure that its team members have the necessary equipment (work boots with protective plates, safety vests and safety helmets). Personnel not in compliance with the safety rules may be denied access.

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

3.2 Special Requirements – Parliament Hill

For security reasons, the installation of all units delivered on or around Parliament Hill may need to occur separately from their initial filling with deodorizer/disinfectant liquid so that the authorities may inspect the units before the product is filled. The Contractor will be informed of such a requirement at least 24 hours prior to delivery.

On Parliament Hill, Public Services and Procurement Canada (PSPC) acts as the “designed Constructor” of the site. Therefore, PSPC requires specific (mandatory) documentation from all of PCH’s contractors.

The following documents will be required from the Contractor at least four (4) weeks before any work (or delivery) is done on Parliament Hill. Up-to-date documents will have to be supplied for every year of the Agreement:

- WSIB Certificate (or proof of coverage from a private company);
- Liability Insurance Certificate (minimum of \$5 million), site-specific to: PWGSC, 1010 Somerset Street, Ottawa, ON. K1A 0K9;
- Ministry of Labour Clearances (Form 1000);
- Contractors Health and Safety Policy Statement;
- Contractors Health and Safety Program;
- Copies of Workers Trade Certificates / Competency Cards / Training;
- Names and dates of birth of all employees;
- WHMIS & Fall Protection Cards (all employees);
- First Aid Certification Card;
- Other certificates where required (Confined Space, Man Lift, Asbestos, etc.).

Additionally, any units requiring an electrical connection will need to have recognized certification from the manufacturer or, if the electrical assembly was designed and installed by the Contractor, it must prove that the unit meets standards by means of prior inspection by the competent authorities (Canadian Standards Association – CSA, Underwriters Laboratories of Canada – ULC, ETL(c), TUV certification, Electrical Safety Authority – ESA, etc.).

3.3 Language of Work

English or French. No specific language is required, as the Contractor will not have to deal directly with the public.

4. Resources Required

The Contractor must supply the manpower, transportation and equipment needed to deliver, install, maintain and dismantle some or all of the requirements.

The Contractor will be responsible for housing, feeding and/or providing allowances to those employees.

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid as specified below, for Work performed in accordance with the Contract. Customs and duties are included and applicable taxes are extra.

The Contractor will be paid firm all-inclusive rates. The rates must include the rental, transport (delivery and pick-up), and installation.

Initial period – Contract award to March 31st, 2021

Janitorial Service

Type	Cost per Hour
Janitorial Service	\$

Equipment

Type	Daily Rental Cost	Weekly Rental Cost	Monthly Rental Cost	Cost per Unit for Maintenance	Cost per Unit for Emergency Service
Standard toilet	\$	\$	\$	\$	\$
Universally accessible toilet	\$	\$	\$	\$	\$
Urinal tree (4 urinals)	\$	\$	\$	\$	\$
Single deluxe unit	\$	\$	\$	\$	\$
Double deluxe unit	\$	\$	\$	\$	\$
Hand-washing station	\$	\$	\$	\$	\$
Double sink food preparation unit (hot and cold water)	\$	\$	\$	\$	\$
Clean water tank (more than 200 gallons with heating element)	\$	\$	\$	\$	\$
Waste water tank (more than 200 gallons with heating element)	\$	\$	\$	\$	\$

Option-year 1 – April 1st 2021 to March 31st, 2022
Janitorial Service

Type	Cost per Hour
Janitorial Service	\$

Equipment

Type	Daily Rental Cost	Weekly Rental Cost	Monthly Rental Cost	Cost per Unit for Maintenance	Cost per Unit for Emergency Service
Standard toilet	\$	\$	\$	\$	\$
Universally accessible toilet	\$	\$	\$	\$	\$
Urinal tree (4 urinals)	\$	\$	\$	\$	\$
Single deluxe unit	\$	\$	\$	\$	\$
Double deluxe unit	\$	\$	\$	\$	\$
Hand-washing station	\$	\$	\$	\$	\$
Double sink food preparation unit (hot and cold water)	\$	\$	\$	\$	\$
Clean water tank (more than 200 gallons with heating element)	\$	\$	\$	\$	\$
Waste water tank (more than 200 gallons with heating element)	\$	\$	\$	\$	\$

Option-year 2 – April 1st 2022 to March 31st, 2023
Janitorial Service

Type	Cost per Hour
Janitorial Service	\$

Equipment

Type	Daily Rental Cost	Weekly Rental Cost	Monthly Rental Cost	Cost per Unit for Maintenance	Cost per Unit for Emergency Service
Standard toilet	\$	\$	\$	\$	\$
Universally accessible toilet	\$	\$	\$	\$	\$
Urinal tree (4 urinals)	\$	\$	\$	\$	\$
Single deluxe unit	\$	\$	\$	\$	\$
Double deluxe unit	\$	\$	\$	\$	\$
Hand-washing station	\$	\$	\$	\$	\$
Double sink food preparation unit (hot and cold water)	\$	\$	\$	\$	\$
Clean water tank (more than 200 gallons with heating element)	\$	\$	\$	\$	\$
Waste water tank (more than 200 gallons with heating element)	\$	\$	\$	\$	\$

Cancellation fees

If PCH cancels or postpones an event, the Contractor will be paid as follows:

Cancellation or postponement – less than 24 hours before event	100% of firm daily all-inclusive price
Cancellation or postponement – more than 24 hours before event	No charge

ANNEX "C"
PRICE EVALUATION GRID

 (for information only, not to be filled out by the offeror)

1) Evaluation – Canada Day
Janitorial Service

Type	Hours - quantity
Janitorial Service	24 hours

Equipment

Type	QTY Daily Rental	QTY Weekly Rental	QTY Monthly Rental	QTY Maintenance	QTY Emergency Service
Standard toilet	35	65	10	300	1
Universally accessible toilet	6	12	0	100	1
Urinal tree (4 urinals)	4	4	0	16	-
Single deluxe unit	-	-	-	-	-
Double deluxe unit	-	2	2	45	-
Hand-washing station	4	4	-	16	-
Double sink food preparation unit (hot and cold water)	-	1	-	5	-
Clean water tank (more than 200 gallons with heating element)	-	1	-	4	-
Waste water tank (more than 200 gallons with heating element)	-	1	-	4	-

2) Evaluation – Winterlude
Janitorial Service

Type	Hours - quantity
Janitorial Service	36 hours

Equipment

Type	QTY Daily Rental	QTY Weekly Rental	QTY Monthly Rental	QTY Maintenance	QTY Emergency Service
Standard toilet	-	10	70	350	1
Universally accessible toilet	-	2	10	100	1
Urinal tree (4 urinals)	-	-	-	-	-
Single deluxe unit	-	-	6	100	1
Double deluxe unit	-	-	-	-	-
Hand-washing station	-	-	-	-	-
Double sink food preparation unit (hot and cold water)	-	-	-	-	-
Clean water tank (more than 200 gallons with heating element)	-	-	1	10	-
Waste water tank (more than 200 gallons with heating element)	-	-	1	10	-

3) Evaluation – Christmas Lights Ceremony

Janitorial Service

Type	Hours - quantity
Janitorial Service	0 hour

Equipment

Type	QTY Daily Rental	QTY Weekly Rental	QTY Monthly Rental	QTY Maintenance	QTY Emergency Service
Standard toilet	6	-	-	4	1
Universally accessible toilet	-	-	-	-	-
Urinal tree (4 urinals)	-	-	-	-	-
Single deluxe unit	-	-	-	-	-
Double deluxe unit	-	-	-	-	-
Hand-washing station	-	-	-	-	-
Double sink food preparation unit (hot and cold water)	-	-	-	-	-
Clean water tank (more than 200 gallons with heating element)	-	-	-	-	-
Waste water tank (more than 200 gallons with heating element)	-	-	-	-	-

ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat POUR APPEL D'OFFRE
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 Patrimoine canadien	2. Branch or Directorate / Direction générale ou Direction Expérience de la capitale	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Services de location, de livraison et d'entretien d'équipements sanitaires lors des événements d'envergure dans la région de la capitale national. L'Entrepreneur devra fournir notamment, sans se limiter à : des toilettes portatives (régulière et à accès universel), des unités d'urinoirs (4 urinoirs), des toilettes à parois rigides (avec chauffage, éclairage et évier), des stations pour le lavage des mains et pour la préparation alimentaire ainsi que des réservoirs d'eau propre et d'eau grise.		
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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non 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 <input type="checkbox"/> Yes Non Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103/2004/12)

Security Classification / Classification de sécurité



Contract Number / Numéro du contrat POUR APPEL D'OFFRE
Security Classification / Classification de sécurité

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>status</i>			

Special comments:
Commentaires spéciaux : Colline du parlement - Lors des événements majeurs - aucun accès à l'intérieur des édifices.

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

Contract Number / Numéro du contrat
POUR APPEL D'OFFRE
Security Classification / Classification de sécurité

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	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 Electronique																	

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).

ANNEX "E"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

The Commercial General Liability policy must include the following:

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX "F"

942 CALL-UP AGAINST A STANDING OFFER FORM

Item No. Article n°		Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	Ext. Price Prix prévu
<p>Special Instructions - Instructions spéciales To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number. Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulées dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissements et bordereaux d'emballage doivent tous porter le numéro de la demande.</p>							

ANNEX "G"
OFFER OF SERVICES FORM
RENTAL, DELIVERY AND MAINTENANCE OF SANITARY EQUIPMENT

<i>(to be filled in by the Offeror)</i>	
Offeror's full legal name	
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Offeror's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Offeror's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification" <hr/> Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes _____ No _____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"

<p>Integrity Provisions (as per Part 5 of the bid solicitation)</p>	<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 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>Security Clearance Level of the Offeror (of the company)</p> <p>i. Company's name and full address as they appear on the security clearance application:</p> <p>ii. Security clearance level granted and file number:</p> <p>iii. Expiry date:</p>	<p>i.</p> <table border="1" data-bbox="643 1285 1422 1474"> <tr> <td data-bbox="643 1285 1123 1360">Designated Organization Screening (DOS)</td> <td data-bbox="1123 1285 1279 1360">Yes <input type="checkbox"/></td> <td data-bbox="1279 1285 1422 1360">No <input type="checkbox"/></td> </tr> <tr> <td colspan="3" data-bbox="1123 1310 1422 1360">Specify file number:</td> </tr> <tr> <td data-bbox="643 1360 1123 1436">Facility Security Clearance (FSC)</td> <td data-bbox="1123 1360 1279 1436">Yes <input type="checkbox"/></td> <td data-bbox="1279 1360 1422 1436">No <input type="checkbox"/></td> </tr> <tr> <td colspan="3" data-bbox="1123 1386 1422 1436">Specify file number:</td> </tr> <tr> <td data-bbox="643 1436 1123 1474">Document Safeguarding Capability (DSC)</td> <td data-bbox="1123 1436 1279 1474">Yes <input type="checkbox"/></td> <td data-bbox="1279 1436 1422 1474">No <input type="checkbox"/></td> </tr> </table> <p>iii.</p>		Designated Organization Screening (DOS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Specify file number:			Facility Security Clearance (FSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Specify file number:			Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Designated Organization Screening (DOS)	Yes <input type="checkbox"/>	No <input type="checkbox"/>															
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Document Safeguarding Capability (DSC)	Yes <input type="checkbox"/>	No <input type="checkbox"/>															
<p>Security Clearance Level of Offeror's Individual Resources <i>[add additional resources on another page, if required]</i></p> <p>i. Name of Individual as it appears on security clearance application:</p> <p>ii. Level of security clearance obtained and expiry date:</p>	<p>i.</p> <p>ii.</p> <p>iii.</p>																

iii. Security Screening Certificate and Briefing Form file number iv. Name of Department from which security clearance was obtained	iv.
<p>On behalf of the offeror, 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 offeror 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; and4. If the offeror is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation.	
Signature of Authorized Representative of Offeror	
Signature : _____	Date : _____