

CANADIAN HERITAGE
REQUEST FOR STANDING OFFER

REQUEST NUMBER: 10181114

TITLE OF PROJECT: Rental of Event Supplies

REQUEST DATE: September 5th, 2018

CLOSING DATE AND TIME: October 16th, 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 during the period commencing upon the date of award of the Standing Offer, for a duration of three (3) years, with the possibility of extending the period of the Standing Offer by to one (1) additional one (1) year period, as detailed in the Statement of Work.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to **14:00 hours, (2 p.m.) EDT, October 16th, 2018, at 15 Eddy Street, 2nd Floor (15.2.C), Gatineau, Quebec, K1A 0M5.**

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

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex "F". 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
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PART 1 - GENERAL INFORMATION

1. INTRODUCTION

The Request for Standing Offer (RFSO) is divided into seven parts plus 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 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.

List of Annexes:

- Annex A Statement of Work
- Annex B Mandatory Evaluation Criteria
- Annex C Basis of Payment
- Annex D Example Requirements for purpose of the Financial Evaluation
- Annex E Minimum quantities required per item
- Annex F Offer of Services Form
- Annex G Insurance Requirements
- Annex H Form 942 Call-up against a Standing Offer

2. SUMMARY

The Department of Canadian Heritage (PCH) is seeking to establish a Standing Offer for the following period: three (3) years from award with one (1) option year.

The objective of the Standing Offer is to find an Offeror that will be able to provide an event supplies rental service for various events in the National Capital Region (NCR), as per Annex "A", Statement of Work.

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

- 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

3. DEBRIEFINGS

Offerors may request a debriefing on the results of the Request for Standing Offer process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the Request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offer - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. SUBMISSION OF OFFERS

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

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

3. FORMER PUBLIC SERVANT

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

Definitions

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

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

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

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

[Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

4. ENQUIRIES - REQUEST FOR STANDING OFFER

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

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

5. APPLICABLE LAWS

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. OFFER PREPARATION INSTRUCTIONS

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

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

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

Section III: 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 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 Annex "C" Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

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

1.1 Mandatory Technical Criteria

Mandatory Technical Criteria are included in Annex « B ».

2. BASIS OF SELECTION

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 in Annex "B".

Offers not meeting (a) or (b) will be declared non-responsive. The responsive Offer with the lowest evaluated price will be recommended for issuance of a standing offer.

The evaluated price will be calculated according to Annex "D", Example Requirements for purpose of the Financial Evaluation, for the initial period and option year.

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.

1. CERTIFICATIONS REQUIRED WITH THE OFFER

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

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.

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.

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.

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](#) 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.

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

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.

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 "G".

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

7A. STANDING OFFER

1. OFFER

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

2. SECURITY REQUIREMENT

- 2.1 The Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **SITE ACCESS STATUS**, granted or approved by PCH.
- 2.2 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.

3. STANDARD CLAUSES AND CONDITIONS

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

3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offer - Goods or Services, apply to and form part of the Standing Offer.

4. TERM OF STANDING OFFER

4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is for three (3) years from the date of award.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) additional one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer.

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

5. AUTHORITIES

5.1 Standing Offer Authority

The Standing Offer Authority is:

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.

5.2 Project Authority

The Project Authority will be identified at time of issuance of a Call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Offeror's Representative

To be determined at issuance of the Standing Offer.

6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS *(If applicable)*

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. IDENTIFIED USERS

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

8. CALL-UP PROCEDURES

- a) Each Call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer or any Call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this SO.
- d) Only Authorized Call-ups to be Accepted: The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this Standing Offer outlined below.

9. CALL-UP INSTRUMENT

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

10. NON-STANDING OFFER ITEMS

Identified Users may incorporate within the Call-up up to a total of \$5,000.00 excluding applicable taxes, of non-Standing Offer items.

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.

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.

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 Offer - Goods or Services;
- d) the general conditions 2010C (2018-06-21) - General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex C, Basis of Payment;
- g) Annex G, Insurance Requirements;
- h) the Offeror's offer dated _____ (*to be determined at issuance of the Standing Offer*)

14. CERTIFICATIONS AND ADDITIONAL INFORMATION

14.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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 _____ (to be determined at issuance of the Standing Offer).

16. DISPUTE RESOLUTION SERVICES

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

17. CONTRACT ADMINISTRATION

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a Call-up against the Standing Offer.

1. STATEMENT OF WORK

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

2. STANDARD CLAUSES AND CONDITIONS

2.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

3. TERM OF CONTRACT

3.1 Delivery date

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

4. PAYMENT

4.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment attached hereto as Annex "C", for Work performed under the Call-up against the Standing Offer.

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 "C" of the Standing Offer.
- b) Canada's total liability to the Contractor under any resultant Call-up will not exceed the Total Price specified in the Call-up.

4.3 Method of Payment

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

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 distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority of the Contract for certification and payment.

ANNEX "A"

STATEMENT OF WORK

1. Scope

1.1 Title

Rental of Event Supplies

1.2 Introduction

For events produced by the Department of Canadian Heritage (PCH), the Capital Experience Branch wishes to have a standing offer for three (3) years and one (1) optional year with a contractor that can provide a wide range of event supplies.

1.3 Cost estimate

The value of the contract will depend directly on the needs identified in planning each event. The cost of event supplies shall include the costs of transportation, setup and labour as required.

1.4 Need objectives

The contractor shall provide, deliver and set up as required, in Ontario or Quebec, the supplies identified by PCH in planning events.

1.5 Background, assumptions and specific scope of the requirement

Since PCH does not have the supply inventory needed for each event it produces, it must rely on a supplier specializing in renting these supplies. Supply needs recur for each event produced. The contractor shall respect agreed-upon delivery schedules and be able to work within tight time frames. The contractor shall deliver and set up supplies as required in all seasons.

2. Needs

2.1 Duties, activities, deliverables, schedules

On the basis of the list of products identified set out in Annex C, the contractor shall deliver, set up and take down the identified equipment or supplies as required.

PCH will provide the contractor with a list of specific supplies needed and delivery dates for each event, at least 48 hours before the event. PCH will provide a list of specific needs for each event. Before service can be provided, the contracting authority will send the contractor a call-up under the standing offer (see Annex H).

2.2 Acceptance authority and method

The logistics co-ordinator (technical authority) of the event for which the supplies are to be delivered and/or set up shall determine whether the quality of the supplies and setup are satisfactory. If the quality of the supplies or setup is considered to be unsatisfactory, the contractor shall rectify the situation.

3. Other conditions

3.1 PCH obligations

The technical authority ensures:

- That the contractor meets the contract requirements;
- That the contractor respects the delivery schedules established;
- That the contractor deliver quality products; and,
- That the contractor sets up its products safely while respecting governmental, provincial and municipal health and safety standards.

PCH will:

- provide all necessary passes to event sites;
- provide specific delivery and setup schedules for each event;
- provide ongoing liaison with the contractor for each event;
- identify a logistics co-ordinator for each site, to receive delivery and/or setup;
- provide site plans and room plans as required; and,
- indicate specific supplies and quantities needed.

3.2 Contractor obligations

The contractor shall:

- provide, deliver, pick up and set up as required the supplies identified by PCH for a particular event;
- provide employees to deliver, set up, take down and pick up the identified supplies;
- respect delivery, set up and takedown schedules provided by PCH; and,
- be able to deliver and/or set up the required supplies within the NCR.

3.3 Location of Work, Work Site and Delivery Point

For events produced or supported by PCH, delivery and/or setup will be required mainly at the following locations:

- Jacques-Cartier Park, Gatineau;
- Confederation Park, Ottawa;
- Marion Dewar Plaza, Ottawa;
- Major's Hill Park, Ottawa;
- Parliament Hill, Ottawa;
- Canadian Museum of History; and,
- Other possible locations could be subject to delivery and/or set up in the NCR.

3.4 Work language

The Offeror's Representative shall be able to communicate in both official languages.

3.5 Specific requirements

When the contractor is to perform work on Parliament Hill, the contractor shall provide the names of the employees who are to make deliveries or set up supplies, as well as the make, model and licence plate number of the vehicle to be used and the name of the driver, at least 48 hours before the delivery.

For Canada Day on Parliament Hill, Public Works and Government Services Canada (PWGSC) acts as the designated builder and therefore requires specific, mandatory documents from all PCH contractors.

The following documents shall be provided at least four weeks before the contractor may undertake work (or make deliveries) on Parliament Hill for Canada Day, and shall be provided for each year of the standing offer:

- WSIB certificate (or proof of private coverage)
- Liability insurance certificate (minimum \$2 million) – site-specific: PWGSC, 1010 Somerset West, Ottawa, ON, K1A 0K9
- Contractor's safety and health policy
- Copy of the contractor's safety and health program
- WHMIS and fall protection (if applicable)
- Ontario Ministry of Labour authorizations (Form 1000, provided by PCH)
- Copies of employees' trade qualifications, training and other certificates
- Names and birthdates of all employees to be involved under this agreement.
- First Aid Certificate (if applicable)

3.6 Documentation required

Notwithstanding the documents required by PWGSC as described in section 3.5, the contractor shall provide the following documents required by the Ontario Ministry of Labour. This documentation shall be provided to the technical authority after the issuance of the Standing Offer:

- a) WSIB certificate (or proof of private coverage)
- b) Liability insurance certificate (minimum \$2 million)
- c) Contractor's safety and health policy
- d) WHMIS and fall protection (if applicable)
- e) Material Safety Data Sheets (MSDS) for all hazardous material that may be used during the work.

3.7 Occupational Health and Safety

- All contractors working for PCH shall respect federal, provincial and municipal legislation and regulations governing occupational safety and health.
- The contractor shall acknowledge that certain sites at which the contractor is to make deliveries or set up supplies may be considered construction sites under federal, provincial or municipal legislation or regulations. In these cases, the contractor shall respect the occupational safety and health codes applicable to construction sites.
- The contractor shall be responsible for all expenditures for obtaining certificates or permits under federal, provincial and municipal legislation and regulations governing occupational safety and health (including codes applicable to

construction sites). When federal, provincial or municipal provisions treat the same subject matter differently, the Contractor shall comply with the strictest provisions.

ANNEX “B”
MANDATORY EVALUATION CRITERIA

MANDATORY EVALUATION CRITERIA: The Offer must meet all mandatory criteria to be considered compliant. Failure on the part of the Offeror not meeting a mandatory criterion will result in the Offer being deemed non-compliant and no further consideration will be given.

MANDATORY REQUIREMENTS - RENTAL OF EVENT SUPPLIES					
Mandatory Requirements		Met	Not Met	Cross- Reference in the Offer	
M1	The Offeror must have at least five years' experience in delivering and setting up specialized event supplies.				
M2	The Offeror must demonstrate expertise in assembling temporary outdoor flooring and staging.				
M3	The Offeror must provide prices for each item and each year of the standing offer, based on Annex “C” – BASIS OF PAYMENT.				
M4	The Offeror must be able to provide all items listed, as well as the minimum quantities, based on Annex “E” – MINIMUM QUANTITIES REQUIRED PER ITEM.				

ANNEX "C"
BASIS OF PAYMENT
(for mandatory criteria M3)

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.

All included Daily, Weekly or Monthly Rates
 (include rental, delivery, pick-up, installation and removal)

#	Item Description	Year	Daily Rate	Weekly Rate	Monthly Rate
1	30" Round Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
2	48" Round Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
3	60" Round Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
4	72" Round Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
5	30" x 42" High (Cocktail) Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
6	4' Rectangular Folding Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
7	6' Rectangular Folding Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
8	8' Rectangular Folding Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
9	Folding Plastic Chair (Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
10	Chiavari Chair (or equivalent)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			

11	Banquet Chair	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
12	Stool	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
13	Chair Cover (Black or White)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
14	30" Round Tablecloth (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
15	40" Round Plastic Patio Table (White)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
16	Table leaf for plastic folding table (12")	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
17	Plastic Patio Chair - White	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
18	Cloth Napkin (Black, White, Red or Blue)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
19	Tablecloth for 30" Round Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
20	Tablecloth for 48" Round Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
21	Tablecloth for 60" Round Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
22	Tablecloth for 72" Round Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
23	Tablecloth for 4' Rectangular Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			

24	Tablecloth for 6' Rectangular Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
25	Tablecloth for 8' Rectangular Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
26	Skirt for 30" Round Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
27	Skirt for 48" Round Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
28	Skirt for 60" Round Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
29	Skirt for 72" Table (White, Red, Blue and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
30	Cocktail Table Cover (White and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
31	Skirt for 4' Rectangular Folding Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
32	Skirt for 6' Rectangular Folding Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
33	Skirt for 8' Rectangular Folding Table	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
34	Spandex for 6' Folding Table (White and Black)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
35	10" Round Serving Tray – Slip resistant	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
36	14" Round Serving Tray – Slip resistant	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
37	27" Large Oval Serving Tray – Slip resistant	Year 1			
		Year 2			
		Year 3			
		Option-year 1			

38	Plastic Ice Bucket (approx. 20" x 25" x 15")	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
39	Velvet Drapes, in 10' sections – <i>Pipe and drape</i> - Must include the horizontal and vertical posts, plus the base	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
40	Wardrobe (Fabric Curtain) with adjustable posts - <i>Pipe and drape</i> - (price per 10' section) – must include the adjustable vertical posts (less than 8'), horizontal posts and the base.	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
41	Sofa/Canopy (2 Seater)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
42	Dunk Tank	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
43	*Temporary and Adjustable Stage, in 4' x 8' sections	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
44	*Temporary and Adjustable stage, in 4' x 4' sections	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
45	*Adjustable Stage Stairs	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
46	*Adjustable Stage Ramp	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
47	*Temporary Plywood Flooring (on a per sq. ft. base)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
48	*Rubberized Floor Covering (on a per sq. ft. base)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
49	Retractable Crowd Control Rope (up to 8' long)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
50	Red Velvet Rope (Crowd Control), with post (per standard section – up to 8' long)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
51	Individual Hanger	Year 1			
		Year 2			
		Year 3			
		Option-year 1			

52	*Stage Skirts (in 4' x 8' sections)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
53	Stand-alone Mirror (5' maximum)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
54	Clothes Holder (minimum 5' with coat hangers)	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
55	Propane Heating Unit (Mushroom Style) without propane	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
56	Propane Heating Unit (Mushroom Style) with propane – 20 lbs tank	Year 1			
		Year 2			
		Year 3			
		Option-year 1			
57	Plastic Floor Section Assembly (3' x 3') – <i>Teraplast</i> or equivalent	Year 1			
		Year 2			
		Year 3			
		Option-year 1			

*Contractor shall be responsible for the installation and the dismantling.

2. Cancellation

If Canada cancels or reschedules an event, the Contractor will be paid as follows:

Cancellation – less than 24 hours before event	100% of firm all-inclusive daily rate
Cancellation – more than 24 hours before the event	No charge

ANNEX "D"

EXAMPLE REQUIREMENTS FOR PURPOSE OF THE FINANCIAL EVALUATION

See separate spreadsheet

ANNEX “E”
**MINIMUM QUANTITIES REQUIRED PER ITEM
(for mandatory criteria M4)**

#	Item Description	Minimum quantities required
1	30” Round Table	12
2	48” Round Table	12
3	60” Round Table	12
4	72” Round Table	12
5	30” x 42” High (Cocktail) Table	35
6	4’ Rectangular Folding Table	12
7	6’ Rectangular Folding Table	350
8	8’ Rectangular Folding Table	20
9	Folding Plastic Chair (Black)	650
10	Chiavari Chair (or equivalent)	200
11	Banquet Chair	120
12	Stool	12
13	Chair Cover (Black or White)	120
14	30” Round Tablecloth (White, Red, Blue and Black)	25
15	40” Round Plastic Patio Table (White)	25
16	Table leaf for plastic folding table (12”)	48
17	Plastic Patio Chair - White	100
18	Cloth Napkin (Black, White, Red or Blue)	20
19	Tablecloth for 30” Round Table (White, Red, Blue and Black)	12
20	Tablecloth for 48” Round Table (White, Red, Blue and Black)	12
21	Tablecloth for 60” Round Table (White, Red, Blue and Black)	12
22	Tablecloth for 72” Round Table (White, Red, Blue and Black)	12
23	Tablecloth for 4’ Rectangular Table (White, Red, Blue and Black)	40
24	Tablecloth for 6’ Rectangular Table (White, Red, Blue and Black)	40
25	Tablecloth for 8’ Rectangular Table (White, Red, Blue and Black)	40
26	Skirt for 30” Round Table (White, Red, Blue and Black)	12
27	Skirt for 48” Round Table (White, Red, Blue and Black)	12
28	Skirt for 60” Round Table (White, Red, Blue and Black)	12
29	Skirt for 72” Table (White, Red, Blue and Black)	12
30	Cocktail Table Cover (White and Black)	50
31	Skirt for 4’ Rectangular Folding Table	12
32	Skirt for 6’ Rectangular Folding Table	12
33	Skirt for 8’ Rectangular Folding Table	12
34	Spandex for 6’ Folding Table (White and Black)	25
35	10” Round Serving Tray – Slip resistant	10
36	14” Round Serving Tray – Slip resistant	10
37	27” Large Oval Serving Tray – Slip resistant	10
38	Plastic Ice Bucket (approx. 20” x 25” x 15”)	10
39	Velvet Drapes, in 10’ sections – <i>Pipe and drape</i> - Must include the horizontal and vertical posts, plus the base	10
40	Wardrobe (Fabric Curtain) with adjustable posts - <i>Pipe and drape</i> - (price per 10’ section) – must include the adjustable vertical posts (less than 8’), horizontal posts and the base.	60

#	Item Description	Minimum quantities required
41	Sofa/Canopy (2 Seater)	8
42	Dunk Tank	1
43	Temporary and Adjustable Stage, in 4' x 8' sections	60
44	Temporary and Adjustable stage, in 4' x 4' sections	6
45	Adjustable Stage Stairs	12
46	Adjustable Stage Ramp	12
47	Temporary Plywood Flooring (on a per sq. ft. base)	400
48	Rubberized Floor Covering (on a per sq. ft. base)	400
49	Retractable Crowd Control Rope (up to 8' long)	24
50	Red Velvet Rope (Crowd Control), with post (per standard section – up to 8' long)	12
51	Individual Hanger	300
52	*Stage Skirts (in 4' x 8' sections)	30
53	Stand-alone Mirror (5' maximum)	4
54	Clothes Holder (minimum 5' with coathangers)	15
55	Propane Heating Unit (Mushroom Style) without propane	6
56	Propane Heating Unit (Mushroom Style) with propane – 20 lbs tank	6
57	Plastic Floor Section Assembly (3' x 3') – <i>Teraplast</i> or equivalent	40

ANNEX “F”
OFFER OF SERVICES FORM

<i>(to be filled in by Offeror)</i>	
Offeror's full legal name	
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Offeror's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Offeror's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the Request for Standing Offer for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
Integrity Provisions (as per Part 5 of the bid solicitation)	Declaration of Convicted Offences Integrity Declaration Form (to be completed only when you meet all three of the following conditions): <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 <u>integrity provisions</u>. Click here to complete the form and instructions for its submittal.

	Required Documentation 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: <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 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. Complete the form online, print, sign and attach it to the bid.	
Security Clearance Level of Offeror i. Offeror's (Company) name and full address as they appear on the security clearance application: ii. Security clearance level granted and file number: iii. Expiry date:	i.	Yes <input type="checkbox"/> No <input type="checkbox"/> Specify file number:
	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"/>
	iii.	
Security Clearance Level of Offeror's Individual Resources <i>[add additional resources on another page, if required]</i> i. Name of Individual as it appears on security clearance application: ii. Level of security clearance obtained and expiry date: iii. Security Screening Certificate and Briefing Form file number	i.	
	ii.	
	iii.	
On behalf of the Offeror, by signing below, I confirm that I have read the entire Request for Standing Offer (RFSO) including the documents incorporated by reference into the RFSO and I certify that: <ol style="list-style-type: none"> 1. The Offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO; 2. This Offer is valid for the period requested in the RFSO; 3. All the information provided in the Offer is complete, true and accurate; and 4. If the Offeror is awarded a Standing Offer, it will accept all the terms and conditions set out in Part 7 -Resulting Standing Offer and Contract (Call-up) Clauses included in the bid solicitation. 		
Signature of Authorized Representative of Offeror		
Signature: _____ Date: _____		

ANNEX "G"

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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX "H"

942 FORM CALL-UP AGAINST A STANDING OFFER

Item No. Article n°		Description Description	U of I U de D	Quantity Quantité	Unit Price Prix unitaire	Disc Disc	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 stipulés 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>							