

CANADIAN HERITAGE**REQUEST FOR STANDING OFFER**

REQUEST NUMBER: 10202201

PROJECT TITLE: Office and Storage Space Rental for Canadian Heritage Events and Programs

REQUEST DATE: August 5, 2021

CLOSING DATE AND TIME: September 14, 2021, 2:00 p.m. EDT

ADDRESS ALL ENQUIRIES: Lise Berniquez
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
E-mail: pch.contracts-contracting.pch@canada.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The period of the Standing Offers is from contract award to September 30, 2022, with the possibility of extending by up to three (3) additional one-year option periods.

If you are interested in undertaking this project, submit your offer by **2 p.m. EDT: September 14, 2021** by using the following accepted submission method:

IMPORTANT: Submission via e-mail

Please note that because of the present circumstances associated with the COVID-19, PCH will exceptionally only accept offers by e-mail. Offers transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Standing Offers (RFSO) in the e-mail object, the e-mail address is the following:

PCH.contracts-contracting.PCH@canada.ca

RFSO : 10202201

Attention : Lise Berniquez

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted. Offerors are encouraged to keep a confirmation that the e-mail was sent and delivered.

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex "D".

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Attachments include:

- Attachment 1 to Part 4 - Evaluation Criteria

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 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.

The Annexes include:

- Annex "A" Statement of Work
- Annex "B" Basis of Payment
- Annex "C" Insurance Requirements
- Annex "D" Offer of Services
- Annex "E" Form 942 – Call-Up against a Standing Offer
- Annex "F" Financial Evaluation Scenario

Attachments include:

Attachment 1 to Part 4 - Evaluation Criteria

1.2 Summary

- 1.2.1 The purpose of this Request for Standing Offer (RFSO) is to establish up to two (2) Standing Offers for the Department of Canadian Heritage (PCH) for the rental of mobile office and storage space for various events in the National Capital Region (NCR), as described in Annex "A", Statement of Work.
- 1.2.2 The Standing Offer period(s) is from the date of award of the Standing Offer(s) to September 30, 2022 plus three (3) optional extension periods of one (1) year each.

- 1.2.3 This requirement includes insurance requirements. For more information, refer to Part 6, Insurance Requirements, and Part 7, Resulting Contract Clauses.
- 1.2.4 The requirement is subject to the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Columbia Free Trade Agreement, the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement and the World Trade Organization – Agreement on Government Procurement (WTO-GPA),

1.3 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 videoconference.

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>) 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](#) (2020-05-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Note that because of the present circumstances associated with the COVID-19, PCH will exceptionally only accept offers by e-mail at PCH.contracts-contracting.PCH@canada.ca. Offers transmitted by facsimile or mail to PCH will not be accepted.

2.2.1 Submission via e-mail

Offers must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFSO.

2.3 Former Public Servant – Competitive - Offer

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

2.3.1 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.

The Offerors must provide the required information at **Annex "D" Offer of Services**.

2.4 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 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Note that because of the present circumstances associated with the COVID-19, PCH will exceptionally only accept offers by e-mail at PCH.contracts-contracting.PCH@canada.ca. Offers transmitted by facsimile or mail to PCH will **not** be accepted.

3.1.1 Submission via e-mail

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted.

The Offer must be gathered per section and separated as follows:

- Section 1: Technical Offer
- Section 2: Financial Offer
- Section 3: Certifications
- Section 4: Additional Information

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 the Basis of Payment in Annex "B". All amounts must in CAD dollars, and must exclude applicable taxes.

Section 3: Certifications

Offerors must submit the certifications required under Part 5.

Section 4: Additional Information

In section 4 of their offer, the Offerors must provide:

1. The Offer of Services attached at Annex "D" duly filled out and signed.
2. The required insurance requirements, as explained at Part 6 - Insurance Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.
- c) In addition to any other periods established in the RFSO:
 1. Requests for Clarifications: If Canada seeks clarification or verification from the Offeror about their offer, the Offeror will have (2) two working days (or longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.
 2. Extension of Time for Clarifications: If additional time is required by the Offeror, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

The evaluation of the technical offer consists **of mandatory technical criteria, which are evaluated on a simple pass/fail basis.**

4.1.1.1 Mandatory Technical Criteria

The mandatory technical evaluation and criteria are fully described below at **Attachment 1 to Part 4, Mandatory Technical Criteria of the RFSO.**

4.1.2 Financial Evaluation

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

4.2 Basis of Selection - Lowest Evaluated Price

4.2.1 To be declared responsive, an Offer must:

- (a) Comply with all the requirements of the Request for Standing Offer;
- (b) Meet all the mandatory technical criteria in Attachment 1 to Part 4; and,
- (c) 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.

Responsive bids will be ranked in ascending order of evaluated price, with the responsive bid with the lowest evaluated price ranked first. The lowest price will be calculated according to the financial evaluation scenario in Appendix "F". From the responsive offers ranked in ascending order of evaluated price, up to two (2) offers will be recommended for issuance of a Standing Offer.

4.3 Calculation of Evaluated Price

The evaluation price is calculated based on the "typical requirement" in Tables 3 and 4 of Annexe "F" (Winterlude and Canada Day) for the initial period, as well as three (3) option years. The calculation will be performed by the Standing Offer Authority, the price evaluated will be the sum of the initial period and the optional periods, based on the prices submitted at table 1 (Rental Prices) and table 2 (Prices Other) of Annex "B". The column entitled "Special Requirements" in Tables 3 and 4 of Annex "F" will be considered in the calculation of the typical requirement only for the initial period.

4.4 Internal Approvals

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.

ATTACHMENT 1 TO PART 4, Mandatory Technical Criteria

1. Mandatory Technical Criteria

- a. The Offeror must comply with and meet all technical requirements and all terms and conditions specified in this RFSO.
- b. Each offer will be reviewed for compliance with the mandatory requirements listed below. Any element of the RFSO that is identified with the words “must” or “mandatory” is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that an offer does not meet a Mandatory Requirement at any time during the evaluation process.
- c. Where a mandatory criterion requests an Offeror to “demonstrate”, to be responsive, the technical offer must substantiate or show how the Offeror meets the criterion identified in the mandatory requirement. The substantiation must not simply be a repetition of the requirement(s), but must explain/show in sufficient detail to demonstrate how the Offeror will meet the requirements. Simply stating that the Offeror complies with the requirement is not sufficient. The offer will fail to meet an Eligible Mandatory Criterion where Canada determines that the substantiation is insufficient in explaining/showing how the Off

1.1 Mandatory Technical Criteria

Item No.	Description	Met/ Not Met	Reference to Offer
MT1	The Offeror must provide a complete list of items in their inventory that meet *as closely as possible the typical needs of Winterlude and Canada Day (see Annex "F"). *Acceptable variance of ± 6 feet for length and ± 2 feet for width.		
MT2	The Offeror must guarantee PCH its ability to provide a contact for emergency services available seven (7) days a week and twenty-four (24) hours a day for the entire duration of the unit installation period.		
MT3	The Offeror must demonstrate the ability to perform deliveries and/or pick-ups six (6) days a week (Monday to Saturday) in compliance with the Quebec and Ontario Highway Traffic Act.		
MT4	The Offeror must provide all prices on Annex "B".		
MT5	The Offeror must provide a specification file for each of the proposed units. This file must include electrical specifications, unit weight and dimensions.		

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.

See section "Integrity Declaration Form" located at **Annex "D" Offer of Services**.

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 property 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - INSURANCE REQUIREMENTS

6.1 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 "C".

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

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

There are no security requirements associated with this Request for Standing Offer.

7.3 Standard Clauses and Conditions

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

Call-ups against this Standing Offer may be authorized from date of contract award to September 30, 2022.

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 up to three (3) additional one (1) year periods, under the same conditions and rates 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:

Lise Berniquez
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

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

(to be inserted at Standing Offer issuance)

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

7.5.3 Technical Authority

The Technical Authority for the Standing Offer is:

(to be inserted at Standing Offer issuance)

The Technical Authority is the representative of the department for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the work under the Standing Offer. The Technical Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through a Standing Offer amendment

7.5.4 Offeror's Representative

(to be inserted at Standing Offer issuance)

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 User

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

7.8 Call-up Procedures

Right of First Refusal

Since more than one Standing Offer is awarded under this requirement as described in Annex "A", the first ranked contractor in the order of ranking of contractors below will be awarded in accordance with paragraph 7.8.1 of this clause.

1. When a requirement is identified, the Identified User must contact the Offeror to determine if it can meet the requirement. The Offeror must confirm in writing within 24 hours. If they can meet the requirement, a call-up will be placed with the Standing Offer.
2. If the offeror confirms in writing that they are unable to perform the work due to prior commitments on one or more authorized call-ups, the request to perform a task will be forwarded to the next highest ranked contractor in the contractor ranking order below.

3. If no ranked contractor is able to do so, Canada reserves the right to have the required work performed otherwise.
4. A ranked contractor may inform the Project Authority and the Contracting Authority in writing that it is unable to perform additional work because of previous commitments made on one or more authorized call-ups. In this case, no request will be sent to the Contractor until the Contractor informs the Project Authority and the Contracting Authority in writing that the Contractor is able to perform the work.

7.8.1 (number of agreements to be identified upon issuance of SOs) Standing Offers have been awarded as a result of the Canadian Heritage (PCH) solicitation number 10202201. The ranking order of the contractors is as follows

Top Ranking: _____

Second place: _____

(to be inserted at Standing Offers issuance)

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 “E”).

7.10 Non-Standing Offer Items

For each call-up, the Identified User may incorporate a total of up to 25% (or a maximum of \$40,000 including applicable taxes) of the call-up value for non-Standing Offer items.

7.11 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 (2020-05-28), General Conditions – services (medium complexity);
- e) Annex “A”, Statement of Work;
- f) Annex “B” Basis of Payment
- g) Annex “C”, Insurance Requirements; and,
- h) the Offeror's offer dated _____ *(to be inserted at the time of Standing Offer issuance)*

7.12 Certifications

7.12.1 Compliance

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

7.13 Applicable Laws

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

7.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection. The Contractor must forward to the Standing Offer Authority within ten (10) days after the date of award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.15 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.

7.16 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.

7.17 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#)

7.18 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

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 (2020-05-28), 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 the 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 Standing Offer.

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.

7.4.3 Method of Payment – Single Payment

Canada will pay the Offeror upon completion and delivery of the Work in accordance with the payment provisions of the call-up against the Standing Offer if:

- a. an accurate and complete invoice and any other documents required by the Standing Offer have been submitted in accordance with the invoicing instructions provided in the Standing Offer;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.4.4 Electronic Payment of Invoices

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- a. Direct Deposit (Domestic and International).

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 distributed as follows:

- a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Standing Offer for certification and payment.

ANNEX A

STATEMENT OF WORK

1. Title

Office and Storage Space Rental for Canadian Heritage (PCH) Events and Programs.

2. Introduction

The Contractor must provide portable offices and storage areas (job site trailers) to meet the needs of various event programming components at official PCH sites. Among others, this includes Winterlude and Canada Day sites. These units are used as headquarters, first aid stations, cafeterias or change rooms.

Furthermore, the units must comply to specific criteria regarding dimensions, doors and partitions. They must be clean and attractive.

3. Requirements

3.1 General

The Contractor must supply all of the equipment, materials and labour required to transport, install, maintain and dismantle the portable units. The Contractor must comply with the applicable federal, provincial and municipal standards and regulations governing portable buildings/offices.

Depending on the season, the units will be installed on various surfaces, including solid coated surfaces, grass, snow or ice. These surfaces are not perfectly leveled. The units may be delivered and picked up at different times (e.g. one or more units per day over a period of several days or weeks before the event).

Each stabilizer must sit on a system of wooden blocks at all times. Stairs shall conform to the national building code in force.

PCH reserves the right to change the sizes, quantities and dates required. The Contractor must show flexibility in fitting-up certain units (e.g. moving certain exterior doors from the side specified to the opposite side, or providing straight stairs at certain designated locations).

3.2 Regular Events

3.2.1 Winterlude

Winterlude is a winter festival held in Ottawa and in Gatineau during the first three weekends of February. It enlivens the Nation's Capital with outdoor activities and events on and near the Rideau Canal Skateway. Winterlude activities take place at these official sites in the National Capital Region: Rideau Canal Skateway (Ottawa), Confederation Park (Ottawa), Jacques-Cartier Park (Gatineau) and Ottawa City Hall Plaza as well as certain public roads in the Capital, without necessarily being limited to these sites.

The facilities remain in use for an average of 40 days. However, operations in Jacques-Cartier Park require a 60-day installation. (See Annex "F", table 3)

3.2.2 Canada Day

On July 1st, the Capital comes alive with stage and street performances, concerts and other memorable activities for the entire family. Hundreds of thousands of Canadians join together to celebrate the

country's anniversary at official Canada Day sites in the Capital. Parliament Hill (Ottawa), Major's Hill Park (Ottawa), Le Breton Flats (Ottawa), Jacques-Cartier Park (Gatineau) and the Canadian Museum of History (Gatineau) are the official Canada Day sites, without necessarily being limited to these sites.

The duration of installations is on average 17 days (see Annex "F", table 4).

3.3 Other potential events

Other events produced or supported by PCH could be added and could require the rental of portable offices and/or storage areas in the National Capital Region during the term of the Standing Offer. Events could therefore be added on an "as and required" basis. Needs will be confirmed with the issuance of a call-up against the Standing Offer.

3.4 Emergency services

3.4.1 The Contractor must provide a resource person available to PCH seven (7) days a week and twenty-four (24) hours a day throughout the unit installation period.

3.4.2 The Contractor must respond to emergency calls from the PCH technical authority within two (2) hours and be able to have one of the Contractor's representative on site within twenty-four (24) hours.

3.5 PCH's obligations

3.5.1 Provide a provisional schedule for the installations at least forty-five (45) days before the delivery date(s);

3.5.2 Provide provisional dates for deliveries and pick-ups of mobile offices at least thirty (30) days before the start of work;

3.5.3 Provide cleared sites (that is, snow clearing, rough de-icing and rough grading of the ground in winter) before units are installed.

3.5.4 When necessary, PCH will remove the snow from the roof of the trailers prior to transport. This task will be done twenty-four (24) hours in advance. If a snow shower, or any other bad weather makes another cleaning necessary, PCH may need additional time to complete the task.

3.6 Contractor's obligations

3.6.1 Provide the name of the contract manager who will deal directly with the PCH technical authority. The manager will act as a representative, receive all requests and ensure the necessary follow-up;

3.6.2 Provide certificates proving that the units meet the current safety requirements and standards in the province where they are installed (that is, electricity: Canadian Standards Association [CSA] and Electrical Safety Authority [ESA]). The supplier is responsible for having the electrical installations of the units inspected by a certified electrician; When requested, identify baseline electricity consumption for the heating system in trailers and provide a list to PCH;

3.6.3 Provide units equipped with interior and exterior doors as well as lockable windows and functional;

3.6.4 Ensure that the stabilizers are resting on an adequate wooden blocking system;

3.6.5 Provide units equipped with fully functioning electrical systems, including, but not limited to: electrical panels, outlets, heating/air conditioning systems and lighting system;

- 3.6.6 Provide units with heating/air conditioning systems; the systems can be central, baseboard and/or window air conditioners;
- 3.6.7 All units must be equipped at all entrances with sturdy stairs and handrails (unless otherwise indicated). In winter, all stairs at all sites must be set on wooden platforms (plywood panels fastened to pieces of 2' x 4' or 2' x 6') to ensure the necessary stability on icy or unstable surfaces;
- 3.6.8 Be able to deliver and pick up units six (6) days a week, that is, from Monday to Saturday, in accordance with traffic regulations in Québec and Ontario;
- 3.6.9 Be able to change the interior partitions of the units so that these meet the needs of PCH, based on the event;
- 3.7.10 Be available for a meeting with the PCH technical authority before the units are installed. This meeting could be done by phone, video conference or in person depending on the availability and preference of the people involved;
- 3.7.11 Make provision for the delivery and pick-up of units strictly with the PCH technical authority or the PCH project authority, failing which PCH will not be liable for the costs incurred;
- 3.6.12 The contractor shall, no later than fourteen (14) days prior to delivery of the units, submit drawings of the interior space and confirm the number of units to be delivered;
- 3.6.13 Although PCH must provide cleared sites before units are installed (3.6.3), the contractor may be obligated to do some additional grading, through the duration of the contract, because of changes in weather conditions;
- 3.6.14 The supplier must be able to provide a shorter transport truck for deliveries on the Rideau Canal, as part of Winterlude;
- 3.6.15 For all installations on the Rideau Canal and other facilities used by skaters, stair treads must be covered in wood and unit floors shall be covered to protect them from damage caused by skate blades. These specifications will always be presented to suppliers when event needs are identified;
- 3.6.16 Provide five (5) master keys to PCH for the duration of an event;
- 3.6.17 Provide trailers that are clean on the inside and on the outside as of delivery; and,
- 3.6.18 All installations require that all blocks and supports be placed at least on plywood that is 2 ft. by 2 ft. x $\frac{3}{4}$ in.

4. Constraints

4.1 Location of work

All units will be delivered to official PCH event sites. Other official sites could be added to this list in future years as needed.

4.1.1 Canada Day

- a. Parliament Hill (Ottawa) - installation on hard surface or grass
- b. Major's Hill Park (Ottawa) - installation on grass
- c. Jacques-Cartier Park (Gatineau) - installation on grass

- d. Canadian Museum of History (Gatineau) - installation on hard surface or grass
- e. LeBreton Flats Park – installation on grass

4.1.2 Winterlude

- a. The Rideau Canal Skating Rink (Ottawa) - installation on ice or snow
- b. Confederation Park (Ottawa) - installation on snow
- c. Jacques Cartier Park (Gatineau) - installation on snow
- d. Place des Festivals ZIBI (Gatineau) – installation on hard surface or snow
- e. Ottawa City Hall - installation on hard surface or snow

4.1.3 Other events

- a. Any other event held in the National Capital Region. Sites, surfaces and frequencies are currently unknown.

All work will be carried out in the National Capital Region (NCR). NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, art. 2, which can be consulted on the [Department of Justice Canada](#) website.

4.2 Travel Requirements

All travel and living expenses for staff must be included in the total cost proposed for this service. No additional invoicing for travel and living expenses will be accepted.

4.3 Language of work

The contractor must be able to communicate and work in one of the two official languages.

4.4 Specific requirements and obligations

4.4.1 When the Contractor will be required to work on Parliament Hill, the Contractor shall provide the names of employees assigned to delivery and/or installation work at least forty-eight (48) hours in advance. The Contractor shall also provide information concerning the make and license plate number of the vehicle used and the driver's name. No deliveries are permitted on Parliament Hill unless the Contractor has provided this information.

4.4.2 For Canada Day on Parliament Hill, Public Services and Procurement Canada (PSPC) acts as the "designated" contractor. Therefore, PSPC requires specific documentation from PCH contractors. This documentation is mandatory. These documents will be required at least 4 weeks before the contractor can undertake work (or deliveries) on Parliament Hill as part of Canada Day. The following documents must be provided **every year, and needs can vary according to the requirements in effect:**

- Work Safety and Insurance Board (WSIB) certificate (or proof of private coverage)
- Certificate of liability insurance (see Appendix F)
- Contractor's health and safety policy
- Copy of the contractor's health and safety program
- Workplace Hazardous Material Information System (WHMIS) and fall protection (if applicable)
- Authorizations from the Ministry of Labour (form 1000, provided by PCH)
- Copies of employees' competency cards/training/certifications
- Name and birthdate of each employee who will be involved based on the terms of this agreement
- First aid certification (if applicable)

4.5 Occupational Health and Safety

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

ANNEXE « B »

BASE DE PAIEMENT

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

The Contractor will be paid firm daily, weekly, or monthly all-inclusive rates. The rates must include the rental, delivery, installation and transportation, emergency calls and any other maintenance provision (i.e. electrical provision or customization).

Cancellation fees

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

Cancellation – less than 48 hours before event	100% of firm all-inclusive rate
Cancellation – more than 48 hours before the event	No charge

* PCH will always pay for the least expensive rental option based on the number of rental days.

TABLE 1

Rental Prices - Price list for the rental of each unit													
*Size of mobile office (Length X Width)		Initial Period			Option Period 1			Option Period 2			Option Period 3		
		Daily rate	Weekly rate	Monthly rate	Daily rate	Weekly rate	Monthly rate	Daily rate	Weekly rate	Monthly rate	Daily rate	Weekly rate	Monthly rate
8 pi x 14 ft.	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		

8 pi x 20 ft.	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
10 pi x 32 ft.	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
12 pi x 40 ft.	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
12 pi x 48 ft.	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
12 pi x 60 ft.	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
	With passenger side entrance door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	With driver side entry door	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	Addition of plywood (floor and stairs)	\$			\$			\$			\$		
Addition of a straight double staircase (for one (1) staircase)		\$			\$			\$			\$		

* PCH will always pay for the least expensive rental option based on the number of rental days.

**The sizes shown are the most frequently used. Since PCH's needs may change at any time, PCH requests a complete list of available trailers.
 Please use the spaces in the table left blank to show the complete inventory.

TABLE 2

Prices Other - Price lists for delivery, installation, dismantle and removal					
*Size of mobile office (Length X Width)		Initial Period	Option Period 1	Option Period 2	Option Period 3
8 pi x 14 ft.	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$
8 pi x 20 ft.	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$
10 pi x 32 ft.	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$
12 pi x 40 ft.	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$
12 pi x 48 ft.	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$

12 pi x 60 ft.	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$
	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$
	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$
	Delivery and installation	\$	\$	\$	\$
	Dismantle and Removal	\$	\$	\$	\$

* PCH will always pay for the least expensive rental option based on the number of rental days.

**The sizes shown are the most frequently used. Since PCH's needs may change at any time, PCH requests a complete list of available trailers. Please use the spaces in the table left blank to show the complete inventory.

ANNEX « C »**INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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 the 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.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. 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 Québec, send to:

Director Business Law Directorate,
Québec 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 « D »
OFFER OF SERVICES FORM
**RFSO 10202201
 OFFICE AND STORAGE SPACE RENTAL**

<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 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 Offeror 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 Offeror 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)	Integrity Declaration Form An Integrity declaration form must be submitted only when: <ol style="list-style-type: none"> 1. The supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offense in a country other than Canada, that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the "policy"); and/or 2. The supplier is unable to provide any of the certifications required by the Integrity Provisions Click here to complete the form and instructions for its submittal.

	<p>List of names for integrity verification form</p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or Offeror's organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners' names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>
<p>On behalf of the 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 offer is valid for the period requested in the bid solicitation; 3. All the information provided in the offer is complete, true and accurate; and 4. 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 bid solicitation. 	
<p>Signature of Authorized Representative of Offeror</p>	
<p>Signature: _____ Date: _____</p>	

ANNEX « E »

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 « F »
FINANCIAL EVALUATION SCÉNARIO
TABLE 3

Note: Calculations of tables 3 and 4 will be made by the Standing Offer Authority and will be based on the rates submitted by the Offeror in the Basis of Payment in Annex “B” and according to the quantities below.

SAMPLE REQUIREMENTS FOR FINANCIAL EVALUATION PURPOSES ONLY														
Typical requirements for Winterlude														
Location	Name/Sector	Dimensions (ft.)	Side of the door	Electrical certification	Partitions	Number of doors	Duration	Surface	Special requirements	Total Cost (Based on the prices submitted in Table 1, Price List and Table 4, Other Price of Annex “B”, Basis of Payment)				
										Price Rental (A)	Price Delivery and installation (B)	Price Dismantle and Removal (C)	Extra (D)	Sub-Total 1 (A + B + C + D)
Jacques-Cartier Park														
Jacques-Cartier Park	First aid	12x40	Passenger	CSA certified	1/4, 3/4	2	51 days	Snow	Double straight staircase					\$ -
Jacques-Cartier Park	Lost children	12x40	Passenger	CSA certified	1/3, 1/3, 1/3	2	30 days	Snow						\$ -
Jacques-Cartier Park	Ice Hogs	10x32	Passenger	CSA certified	1/3, 2/3	2	28 days	Snow						\$ -
Jacques-Cartier Park	Production	12x60	Passenger	CSA certified	1/4, 1/4, 1/2	2	56 days	Snow						\$ -
Jacques-Cartier Park	Volunteers	12x48	Passenger	CSA certified	1/4, 1/4, 1/2	2	27 days	Snow						\$ -
Jacques-Cartier Park	Buskers, Marina	12x48	Passenger	CSA certified	1/4, 1/4, 1/2	2	27 days	Snow						\$ -
Jacques-Cartier Park	Artists' stage, Marina	10x32	Passenger	CSA certified	1/2, 1/2	2	27 days	Snow						\$ -
Jacques-Cartier Park	Cafeteria	12x48	Passenger	CSA certified	1/4, 1/4, 1/2	2	26 days	Snow						\$ -
Jacques-Cartier Park	special order 1	12 x 60	Passenger	CSA certified	1/2, 1/2	2	26 days	Snow						\$ -

Confederation Park													
Confederation Park	Security/sponsor, artists	12x48	Driver	ESA certified	1/3, 2/3	2	24 days	Snow					\$ -
Confederation Park	Production	12x40	Passenger	ESA certified	1/3, 1/3, 1/3	2	42 days	Snow					\$ -
Confederation Park	Sculptor	12x48	Passenger	ESA certified	1/4, 3/4	2	34 days	Snow					\$ -
Confederation Park	Volunteers	12x40	Passenger	ESA certified	1/3, 1/3, 1/3	2	32 days	Snow					\$ -
Confederation Park	special order 2	12 x 14	Passenger	ESA certified	Open	1	33 days	Snow					\$ -
Confederation Park	special order 3	12 x 32	Passenger	ESA certified	1/2, 1/2	2	34 days	Snow					\$ -
Confederation Park	City	13 x 32	Passenger	ESA certified	1/2, 1/3	2	32 days	Snow					\$ -
Rideau Canal													
Dow's Lake	Lost children	8x20	Passenger	ESA certified	Open	1	25 days	Snow	Plywood (floor and stairs)				\$ -
Fifth Avenue	Lost children	8x20	Passenger	ESA certified	Open	1	25 days	Snow	Plywood (floor and stairs)				\$ -
PRÉ	Lost children	12x40	Passenger	ESA certified	Open	2	27 days	Snow	Double straight staircase and plywood (floor and stairs)				\$ -
Sponsorship (Fifth Avenue)													
Fifth Avenue	AMEX	8x20	Passenger	ESA certified	Open	1	23 days	Ice	Plywood on the stairs				\$ -
Fifth Avenue	Giant Tiger	8x20	Passenger	ESA certified	Open	1	23 days	Ice	Plywood on the stairs				\$ -
Fifth Avenue	Operations	8x20	Passenger	ESA certified	Open	1	23 days	Ice	Plywood on the stairs				\$ -
Fifth Avenue	Samplers	8x20	Passenger	ESA certified	Open	1	23 days	Ice	Plywood on the stairs				\$ -
All installations require that all blocks and supports be placed at least on plywood that is 2 ft. by 2 ft. by 3/4 in.													
Sub-Total for Winterlude													\$ -

*PCH will always pay for the least expensive rental option based on the number of rental days.

FINANCIAL EVALUATION SCÉNARIO
TABLE 4

SAMPLE REQUIREMENTS FOR FINANCIAL EVALUATION PURPOSES														
Typical requirements for Canada Day														
Location	Name/Sector	Dimensions (ft.)	Side of the door	Electrical certification	Partitions	Number of doors	Duration	Surface	Special requirements	Total cost (based on the prices submitted in Table 1, Price List and Table 4, Other Price of Annex "B", Basis of Payment)				
										Price location (A)	Price delivery and installation (B)	Price Dismantle and Removal (C)	Extra (D)	Sub-Total 1 (A + B + C + D)
Gatineau, Quebec Site														
Gatineau, Quebec Site	First aid	10x32	Passenger	CSA certified	1/3, 2/3	2	23 days	Grass	Double straight staircase					\$ -
Gatineau, Quebec Site	Artist	10x32	Passenger	CSA certified	1/2, 1/2	2	23 days	Grass						\$ -
Gatineau, Quebec Site	Production	12x48	Passenger	CSA certified	1/3, 1/3, 1/3	2	15 days	Grass						\$ -
Ottawa, Ontario Site														
Ottawa, Ontario Site	Production	12x40	Driver	ESA certified	1/3, 2/3	2	14 days	Grass						\$ -
Ottawa, Ontario Site	Security	8x20	Passenger	ESA certified	Open	1	15 days	Grass						\$ -
Ottawa, Ontario Site	First aid	12x40	Passenger	ESA certified	1/3, 2/3	2	6 days	Grass	Double straight staircase					\$ -
Ottawa, Ontario Site	Artist 1	12x40	Driver	ESA certified	1/3, 2/3	3	14 days	Grass						\$ -
Ottawa, Ontario Site	Artist 2	10x32	Passenger	ESA certified	1/2, 1/2	2	14 days	Grass						\$ -
Ottawa, Ontario Site	Artist 3	10x32	Passenger	ESA certified	1/2, 1/2	2	14 days	Grass						\$ -
Ottawa, Ontario Site	CBC	10x32	Passenger	ESA certified	1/3, 2/3	2	7 days	Grass						\$ -
LeBreton Flats Park														
LeBreton Flats Park	Production	12x40	Passenger	ESA certified	1/2, 1/2	2	24 days	Hard surface						\$ -

LeBreton Flats Park	Security	12x40	Passenger	ESA certified	1/3, 2/3	2	20 days	Hard surface						\$ -
LeBreton Flats Park	Meeting	12x40	Passenger	ESA certified	1/3, 2/3	2	22 days	Hard surface						\$ -
LeBreton Flats Park	Artist 1	12x40	Passenger	ESA certified	1/2, 1/2	2	23 days	Grass						\$ -
LeBreton Flats Park	Artist 2	12x40	Passenger	ESA certified	1/3, 1/3, 1/3	2	23 days	Grass						\$ -
LeBreton Flats Park	Artist 3	12x40	Driver	ESA certified	1/3, 1/3, 1/3	2	8 days	Grass						\$ -
LeBreton Flats Park	CBC	10x32	Passenger	ESA certified	1/4, 3/4	2	6 days	Grass						\$ -
LeBreton Flats Park	Interpretation	10x32	Passenger	ESA certified	1/3, 2/3	2	8 days	Grass						\$ -
LeBreton Flats Park	Logistics	12x40	Passenger	ESA certified	1/3, 2/3	2	24 days	Grass						\$ -
LeBreton Flats Park	Special 1	12x60	Passenger	ESA certified	1/3, 2/3	2	24 days	Grass						\$ -
LeBreton Flats Park	Special 2	12x48	Passenger	ESA certified	1/2, 1/2	2	24 days	Grass						\$ -
LeBreton Flats Park	Public Works	8x20	Passenger	ESA certified	Open	2	10 days	Grass						\$ -
All installations require that all blocks and supports be placed at least on plywood that is 2 ft. by 2 ft. by 3/4 in.														
Sub-Total for Canada Day													\$ -	

* PCH will always pay for the least expensive rental option based on the number of rental days.