

CANADIAN HERITAGE**REQUEST FOR STANDING OFFER**

REQUEST NUMBER: 10212658-A

TITLE OF PROJECT: Electrical Support for Various Special Events and Projects (Amended replacement to the Request for Proposal 10212658)

REQUEST DATE: 29 July, 2022

CLOSING DATE AND TIME: 11 August, 2022, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Gregory Yarema
Procurement Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage (PCH) 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 will be required on an “as and when required” basis for a two (2) year period commencing upon the date of issuance of the Standing Offers, with the possibility of extending by up to two (2) additional one-year options. PCH will be issuing up to two (2) Standing Offers for these services, as described in the Statement of Work.

Offerors are advised to read the Request for Standing Offer document in its entirety prior to submitting an offer. Annex H includes a checklist for Offerors to ensure they are submitting all required documents and/or information with their offers.

If you are interested in undertaking this project, submit your bid by **2 p.m. EDT: 11 August, 2022** by using the following accepted submission method:

IMPORTANT: Submission via e-mail

Note that because of the present circumstances associated with the COVID-19 virus, PCH will 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:

contrats-contracting@pch.gc.ca

RFSO: 10212658-A
Attention: Gregory Yarema

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.

This bid solicitation cancels and supersedes previous bid solicitation number 10212658 dated 2 May 2022 with an amended closing date of 25 July 2022 at 2 pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security 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 | Security Requirements Checklist |
| Annex E | Offer of Services Form |
| Annex F | Insurance Requirements |
| Annex G | 942 Form - Call-up against a Standing Offer |
| Annex H | Checklist for submitting an Offer |

List of Attachments and Appendices

- | | |
|-------------------------|---------------------------------------|
| Attachment 1 to Annex A | Detailed Event Equipment Requirements |
| Attachment 2 to Annex A | Equipment Descriptions |

1.2 Summary

The Department of Canadian Heritage (PCH) is seeking to establish up to two (2) Standing Offers for an initial period of two (2) years from date of issuance of the Standing Offers, with the possibility of extending by up to two (2) additional one (1) year periods.

The objective of this Request for Standing Offers is to find Offerors that will be able to provide electrical support services for various events and projects in the National Capital Region. This may include events that recur year to year or one-off special events that occur on an “as and when required” basis.

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 in person.

1.4 Other information

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 award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, 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 or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept offers by e-mail at contrats-contracting@pch.gc.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

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

Definitions

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

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

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

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

Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority 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.

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

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

Section 1: Technical Offer
Section 2: Financial Offer
Section 3: Certifications

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 virus, PCH will exceptionally only accept offers by e-mail at contrats-contracting@pch.gc.ca. Offers transmitted by facsimile or mail to PCH will not be accepted.

3.1.1 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**.

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or more. 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.

Section 1: Technical Offer

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

Section 2: Financial Offer

Offerors must submit their financial offer in accordance with Annex C, the Basis of Payment. The total amount of applicable taxes must be shown separately.

Section 3: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Technical Criteria

Each offer will be reviewed to determine whether it meets the mandatory requirements of the Request for Standing Offer. Any element of the Request for Standing Offer that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

The Mandatory evaluation criteria are described in **Annex B - Mandatory Evaluation Criteria**.

4.1.2 Financial Evaluation

The prices 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 PRICES

To be declared responsive, an Offer must:

- (a) Comply with all the requirements of the Request for Standing Offer; and
- (b) Meet the mandatory technical criteria in Annex B;
- (c) Offers not meeting (a) or (b) will be declared non-responsive. The two (2) responsive offers with the lowest evaluated prices will be recommended for issuance of a Standing Offer. The evaluated price will be calculated in accordance with the Detailed Event Equipment Requirements included at Attachment 1 to Annex A.

Note: The attached equipment list and explanation of locations detailed in Attachment 1 to Annex A, Detailed Event Equipment Requirements is to be used for reference only. The described requirement for each event is based on previous events. The prices submitted in the Basis of Payment at Annex C will be used to cost out these services to determine the two (2) top ranked offerors.

The Standing Offer Authority will calculate each Offeror's total price for evaluation purposes by adding the totals for each event described in Attachment 1 to Annex A for each potential year of the Standing Offer (4 years in total).

4.3 Internal approval

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 6.1.1 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **SITE ACCESS STATUS**, granted, or approved by PCH.
- 6.1.2 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.
- 6.1.3 The Contractor/Offeror MUST NOT remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 6.1.4 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information.
- 6.1.5 The Contractor/Offeror must comply with the provisions of the Security Requirements Check List attached at Annex D.

6.2 Insurance Requirements

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

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 CLAUSES

7.1 Offer

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

7.2 Security Requirements

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

7.2.2 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.

7.2.3 The Contractor/Offeror MUST NOT remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

7.2.4 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information.

7.2.5 The Contractor/Offeror must comply with the provisions of the Security Requirements Check List attached at Annex D.

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,

7.3.2 Supplemental General Conditions

4013 (2021-11-29) Compliance with on-site measures, standing orders, policies and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4014 (2021-11-29) Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Offeror to suspend or stop the Work or part of the Work under the Standing Offer for a period of up to 180 days. The Offeror must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Offeror must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the

Standing Offer, in whole or in part, under section 13 entitled Default by the Offeror – General Conditions 2005 (2017-06-21).

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Standing Offer by reason of default by the Offeror or the Offeror abandons the Standing offer, the Offeror will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Offeror must resume work in accordance with the Standing Offer as soon as practicable. If the suspension has affected the Offeror's ability to meet any delivery date under the Standing Offer, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Offeror, is necessary for the Offeror to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to _____ *(to be specified at issuance of Standing Offer/period of 2 years from date of issuance).*

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

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Gregory Yarema
Procurement Specialist
Canadian Heritage
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5

E-mail: contrats-contracting@pch.gc.ca

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

7.5.2 Project Authority

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

7.5.3 Technical Authority

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

7.5.4 Offeror's Representative

(To be determined at issuance of the Standing Offer)

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

7.8 Call-up Procedures

- a) Each Call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer or any Call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this SO.
- d) **Multiple SOs:** The Offeror acknowledges that multiple SOs will be issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the call-up process described below.
- e) **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.
- f) **Ranking and Methodology for Multiple SOs:** If more than one SO is authorized for these services, the following ranking methodology and call-up procedures will be used:

Multiple Standing Offers - Right of First Refusal

As more than one Standing Offer could be awarded, a request to perform work will be sent to the first ranked contractor in the order of ranking below.

If that contractor confirms in writing that it is unable to provide the required services as a result of previous commitments under one or more than one authorized call-up, the request will be forwarded to the next highest ranked contractor in the Contractors' order of ranking. If no contractor in the ranking can supply the required services, Canada reserves the right to acquire the services by other means. A contractor in the ranking may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more than one authorized call-up and no request will be sent to that contractor until that contractor has

given notice in writing to the Project Authority and the Contracting Authority that it is available to supply the services.

Up to two (2) Standing Offers will be issued as a result of PCH bid solicitation number: 10212658. The contractor's order of ranking is as follows:

Ranked first: *Contractor to be determined*

Ranked second: *Contractor to be determined*

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 G).

7.10 Non-Standing Offer Items

Identified Users may incorporate up to 25% or \$40,000.00 (the lesser of the two) of non-Standing Offer items within the Call-up (including applicable taxes).

7.11 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

7.12 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.14 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](#).

7.15 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 supplemental general conditions 4013 (2021-11-29), Compliance with on-site measures, standing orders, policies and rules;
- e) the supplemental general conditions 4014 (2021-11-29) Suspension of the work;
- f) the general conditions 2010C (2020-05-28) - General Conditions - Services (Medium Complexity);
- g) Annex A, Statement of Work;
- h) Annex C, Basis of Payment;
- i) Annex D, Security Requirements Checklist;
- j) Annex F, Insurance Requirements; and
- k) the Offeror's offer dated _____ (*to be determined at issuance of the Standing Offer*).

7.16 Certifications and Additional Information

7.16.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.17 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).

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 C, 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 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.

7.4.3 Method of Payment

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

7.4.5 Electronic Payment of Invoices – Call-up

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

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 forwarded to the Project Authority for certification and payment.

7.6 Insurance Requirements

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

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

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

ANNEX A

STATEMENT OF WORK

1. TITLE

Electrical Support for Various Special Events and Projects

2. BACKGROUND & SCOPE OF SERVICES

The Government of Canada produces a variety of events in the National Capital Region (NCR) on an annual basis, such as Canada Day, Winterlude, Christmas Lights Across Canada (CLAC) and other ad hoc events

The Department of Canadian Heritage (PCH) requires electrical support services for Canada Day, Winterlude, Christmas Lights Across Canada (CLAC) and possibly other various ad hoc events in the NCR, which are not known at this time.

3. SCOPE OF SERVICES

(PCH) requires electrical support services for Canada Day, Winterlude, Christmas Lights Across Canada (CLAC) and possibly other various NCR's events not known at this time. These services will include but are not limited to the transportation, installation, monitoring, and the removal of PCH owned electrical inventory as well as the maintenance and fabrication of the electrical inventory as described in Attachment 1 to Annex A, Detailed Event Equipment Requirements and Attachment 2 to Annex A, Equipment Descriptions. The Request for Standing Offer (RFSO) agreements provides PCH the ability to produce subsequent Call Ups against the Standing Offer(s) and engaging the successful offeror(s) (contractor) into a contract to provide the identified services at a predetermined cost.

Services could be required at different locations in the NCR. The sites for Ontario and Quebec are as follows (other sites could be determined on an ad hoc basis):

ONTARIO EVENT SITES

- By ward Market
- Confederation Park
- Garden of the Provinces and Territories
- Mackenzie King Bridge Triangle
- Le Breton Flats
- Major's Hill Park
- National War Memorial
- Rideau Canal and off site's area (consult Attachment 1 to Annex A, Detailed Event Equipment Requirements)
- Rideau Canal Park (Between Sappers' Bridge and National Art Centre (NAC))
- Sappers Bridge
- Sparks Street Mall

QUEBEC EVENT SITES

- Canadian Museum of History
- Jacques Cartier Park
- ZIBI festival site

3. TASKS ACTIVITIES & DELIVERABLES

In all Call-up request produced by the PCH Technical Authority, the Contractor must provide the following:

- 3.1** All required services including compliancy certification when deemed necessary by local authority in jurisdiction for the delivery and installation of temporary electrical distribution equipment for events as stipulated in Attachment 1 to Annex A, Detailed Event Equipment Requirements.
- 3.2** All qualified personnel, tools and equipment needed to meet objectives as stipulated in Attachment 1 to Annex A, Detailed Event Equipment Requirements and Attachment 2 to Annex A, Equipment Descriptions.
- 3.3** All necessary handling and transportation equipment for transportation of identified inventory to and from sites and on-site deployment as stipulated in Attachment 1 to Annex A, Detailed Event Equipment Requirements.
- 3.4** Support during the implementation phases of the event venues.
- 3.5** Maintain in good working order at the quoted hourly rate the inventory during the events.
- 3.6** Non specified on site stand-by services at an additional hourly rate for events
- 3.7** Maintenance and fabrication duties at the quoted hourly rate as required. This could include routine maintenance and/or the fabrication and certification of special electrical adapters, cable assemblies, distribution panel assemblies, modification to existing distribution panel's assemblies as well as fabrication of new distribution equipment to meet the life cycle management objectives for the PCH inventories.

4. EVENT SCHEDULE

Exact event dates are impossible to confirm ahead of time and will be communicated to the Offeror as soon as they are known. The dates for the initial period of the Standing Offer are anticipated* to be the following:

Christmas Lights Across Canada (CLAC) – November 12, 2022, to January 21, 2023
Remembrance Day – November 9 to 11 2022
Winterlude 2023 – January 21 to February 25, 2023
Canada Day 2023 – June 20 to July 8, 2023

*Note: All dates are subject to change when required.

5. ROLES AND RESPONSABILITIES

The program requirements will be managed by PCH's Technical Authority. The Technical Authority will coordinate the work with the Contractor to ensure smooth progress of the requirements.

5.1 CONTRACTOR'S RESPONSABILITIES

- i. Transport equipment to and from the Bayview Warehouse (84 Bayview Station road, Ottawa, Ontario) and event storage compound.
- ii. Transport equipment on site from storage compound to its identified usage location.
- iii. Install, secure with lock and chain where permissible and maintain PCH equipment during event.
- iv. Dismantle and remove equipment, as stipulated in each resulting Call-up against the Standing Offer and schedule the PCH equipment pick-up and return to Bayview Warehouse.
- v. Manage incoming and outgoing PCH inventory and maintain inventory control in collaboration with the PCH Technical Authority.
- vi. Supply all specialized personnel and equipment required to transport, install, maintain, and remove equipment.
- vii. Inform the PCH Technical Authority of any proposed changes to the requested equipment and obtain final approval of the equipment.
- viii. Coordinate the preparation of equipment at Bayview before its delivery to the event site, ensure that it is functional and maintained throughout the event.
- ix. Supervise its own employees throughout the duration of the work performed.
- x. Obtain and provide copies of all necessary certifications for employees, work permits, inspection certificates, where deemed necessary by law.
- xi. Supply all consumable electrical supplies such as but not limited to tape, Marettes and tie wraps.

5.2 PCH'S RESPONSABILITIES

The Technical Authority will act as the Departmental Representative. The Technical Authority will:

- i. Maintain liaison with the Contractor to establish and revise procedures to enable the latter to complete the work.
- ii. Supply the Contractor with a Call-Up against the Standing Offer identifying a list of deliverables, site plans and a work schedule for each event.
- iii. Ensure general safety on the site.
- iv. Make the final decision on all technical questions and schedules.

6. FLEXIBILITY AND CHANGES

Certain modifications to the description of activities, required inventories, schedules, including the subtractions or additions of deliverables identified in future Call-ups against the Standing Offer are possible based on potential changes to program requirements. These changes will be submitted to the Contractor in writing when required, or verbally in extreme cases only.

PCH reserves the right to add sites located within the NCR, events and/or activities and will notify the Contractor as needed.

Any change to equipment requests initiated by the Contractor that results in an additional cost will require the prior written approval of PCH's Technical Authority. Attachment 1 to Annex A, Detailed Event Equipment Requirements includes equipment lists and work schedules, is to be used as a reference. Detailed descriptions of the equipment are included as Attachment 2 to Annex A.

7. CONTRACTOR'S OBLIGATIONS

The Contractor must not subcontract this Contract (in whole or in part) without the authorization of PCH. All Subcontractors shall be mentioned in the proposal. PCH reserves the sole right to approve any Subcontractors.

It is a mandatory requirement that all Contracting firms submitting possess a valid Electrical Safety Authority (ECRA/ESA) contracting license for work executed in Ontario and a valid contracting license from "*Corporation des Maîtres Électriciens du Québec (CMEQ)*" for work executed in Quebec. All electricians working on this contract must be licensed by the province where the work is being performed.

8. OTHER WORK

PCH reserves the right to request that additional work be allocated to the Contractor for equipment maintenance and manufacturing. An hourly rate for maintenance and manufacturing is requested in the costing sheet. An annual average is forecasted and will be factored in for evaluation purposes.

PCH also reserves the right to request additional work be performed by the Contractor for new non specified or unknown deliverables at the time of the production of this document. An hourly rate is requested for additional non specified site installation services including the required personnel and equipment necessary to transport, install, secure, maintain, remove, and return the additional non specified equipment to its inventory. An annual average is forecasted and will be factored in for evaluation purposes.

There may be instances when the use of a specific electrical Contractor, determined by the Event Site, is necessary. PCH reserves the right to allocate work to other electrical Contractors, other than the Standing Offer holder(s) if this is the case.

9. OCCUPATIONAL HEALTH AND SAFETY

When performing work for PCH, the Contractor shall comply with all federal, provincial, and municipal laws and regulations concerning occupational health and safety. When federal, provincial, and municipal provisions treat the same provision differently, the Contractor shall comply with the strictest provision.

The Contractor acknowledges having been notified by PCH that some of the sites on which the work is to be performed will be considered "construction sites" pursuant to federal, provincial, and municipal regulations, and that the Contractor will be subject to all federal, provincial (Quebec and Ontario) and municipal laws, regulations and best practice policies regarding occupational health and safety in the construction industry.

The Contractor acknowledges having been notified by PCH that some of the sites on which the work is to be performed will be public sites. All necessary measures necessary to eliminate risk for the public must be identified and means of mitigation shall be implemented. The Contractor will be subject to all federal, provincial (Ontario and Quebec) and municipal laws, regulations and best practice policies involving such work in public spaces.

The Contractor shall be responsible for all costs resulting from the Contractor's compliance with federal, provincial, and municipal laws and regulations regarding occupational health and safety (including occupational health and safety in the construction industry).

10. LICENCES, PERMITS AND BY-LAWS

The Contractor shall be fully acquainted with all provincial, local and other by-laws relating to the work to be performed under the resulting Call-ups against the Standing Offer as they will be required to comply with such by-laws without additional compensation of any nature. The Contractor is responsible for obtaining and paying for permits and other such licenses required to perform the work, including any other related charges incidental to such permits.

The Contractor shall ensure that all PCH equipment used at events complies with regulations put in place by the various government levels and standards such as but not limited to: Canadian Standards Association (CSA), Underwriters Laboratories of Canada Inc. (ULC), ESA, CMEQ).

The Contractor shall obtain and assume the cost of all necessary special event site inspections for installations, connections or other, when applicable. These costs for special event site inspections or any inspection deemed necessary by the authority in jurisdiction will be reimbursed including the quoted administrative fee identified in the costing sheet once PCH receives copies of the invoices and the conformity of the installations. The Contractor will replace any non-conforming equipment and/or installation when supplied and/or installed by them. These changes will be at the Contractor's expense and in accordance with established deadlines.

The Contractor shall be responsible for providing copies of site inspection certificates where needed to carry out their functions and will be required to conform to all applicable municipal, provincial (Quebec and Ontario) and federal laws.

11. EQUIPMENT LIST

The attached equipment list and explanation of locations detailed in Attachment 1 to Annex A, Detailed Event Equipment Requirements is to be used as a reference only. They were established on the basis of previous events. Attached 2 to Annex A, Equipment Descriptions, provides details regarding the equipment itself such as descriptions, dimensions, and weight.

12. SCHEDULES

The attached schedules detailed in Attachment 1 to Annex A - Detailed Event Equipment Requirements for evaluation purposes are to be used for reference only. The final equipment and labour schedules for each event will be communicated to the Contractor four (4) weeks prior to the event in subsequent Call -Ups against the Standing Offer.

The installation and dismantling schedule provided for each activity represents the time frame allotted for the installation and dismantling of the system in the event production schedule. They are based on previous events, according to the information available. The Contractor is responsible for evaluating the number of personnel hours required for equipment cartage, handling, and service deliveries for each item identified in the equipment description at Attachment 1 to Annex A.

13. LOCATION OF WORK AND EQUIPMENT

The work will take place in the NCR in parks, event sites, indoor and outdoor public spaces. Special attention will be required when equipment and vehicles are to be used in green spaces. All trucks and machinery are to travel in these spaces using the existing hard surfaces and implementing all necessary means to eliminate risks to public. Flagmen, emergency flashers on moving machinery and vehicles and pedestrian control signage must be implemented when working in such spaces. These will be enforced at all times by both PCH and the Contractors

present on site. When equipment must be installed where no hard surface is available, manual means (push dolly) or a small turf tire vehicle such as a golf cart must be used.

The equipment utilized for these services is in the basement of the warehouse at 84 Bayview Station Road in Ottawa ON K1Y 4L6. All sites are located within 6 kilometres of the Bayview warehouse. The basement is accessed from a bay door (3 metres high) where the vehicle can enter a climate-controlled loading area. Once inside the loading area, the basement is accessed via a concrete ramp with a pitch of 12 percent located 4 meters away from this loading area. The equipment is all within 15 meters from the top of this ramp. Historically, most items have been handled using a 2-wheel kick back dolly and the larger items such as long length of heavy gage cable on spools have been handled using a walk behind pallet stacker.

14. LANGUAGE OF WORK

The work will be performed in the official language of choice of the Contractor.

*Note: Refer to Article 6, Flexibility and Changes.

ATTACHMENT 1 TO ANNEX A
DETAILED EVENT EQUIPMENT REQUIREMENTS

**(See attached Excel document provided as part of the
Solicitation documents:**

10212658-A_Worksheet RFSO Attachment 1 to Annex A)

**This document is provided for information purposes only and
can be used to further evaluate the pricing of your bid by
entering your item costs in column 2 of the data tab. However,
please note that Offerors must submit their prices using “Annex
C – Basis of Payment”**

ATTACHMENT 2 TO ANNEX A
EQUIPMENT DESCRIPTIONS

Item Code	Inventory Item Description	Packaged dimensions in centimeters WxDxH	Approximate weight in kilograms
Panels/Disconnects/Contactors			
QuadGFCI	120/240 volt 30 amp L14-30 to 2 20 amp GFCI in duplex box	15 x 15 x 18 + 2 m 10/4 tail	2.5
Pony	120/240 volt 30 amp L14-30P to FPE trailer park panel c/w 2 split 15 amp 5-15	28 x 36 x 12 + 2 m 10/4 tail	6
PonyGFCI	120/240 volt 30 amp L14-30P to FPE trailer park panel c/w 4 15 amp 5-15 GFCI	36 x 36 x 12 + 2 m 10/4 tail	7.5
P160AS	120/240 volt 60 amp standard panel c/w 460P12W input connector	72 x 90 x 170	60
P1100AS	120/240 volt 100 amp standard panel c/w Arktite input connector	72 x 90 x 170	70
P1100AT	120/240 volt 100 amp trailer panel c/w Arktite input connector	73 x 90 x 170	70
P3100AS	120/208 volt 100 amp standard panel c/w 5100P9W input connector	74 x 90 x 170	80
P3100AT	120/208 volt 100 amp trailer panel c/w 5100P9W input connector	75 x 90 x 170	80
P3100AL	120/208 volt 100 amp large panel c/w 5100P9W input connector	92 x 90 x 170	100
P3200AS	120/208 volt 200 amp small panel c/w cam lock input connectors	92 x 90 x 170	100
P3200AL	120/208 volt 200 amp large panel c/w cam lock input connectors	92 x 90 x 190	115
Lex100A	120/208 volt 100 amp camlock input portable LEX distribution	55 x 65 x 50	45
Lex200A	120/208 volt 200 amp camlock input portable LEX distribution	45 x 60 x 50	45
D3200A	120/208 volt 200 amp disconnect c/w cam lock in and out connectors	40 x 80 x 24	30
D3100A	120/208 volt 100 amp disconnect c/w cam lock in and out connectors	41 x 80 x 24	30
C1100A	120/240 volt 100 amp contactor c/w ARKTITE in and out connectors	72 x 90 x 170	60
C3100A	120/208 volt 100 amp contactor c/w 5100_9W series in and out connectors	72 x 90 x 170	70

Cable assemblies (extensions, trailer tails and adapters)			
5-15SOW	5-15 connectors with #12/3 SOW priced per metre (7.5 to 75 metres)	0.5 metre coil	0.4 KG per metre
L14-30SOW	L14-30 connectors with #10/4 SOW priced per metre (7.5 to 75 metres)	1 metre coil	0.6 KG per metre
CSSOW	California Style connectors with #6/4 SOW priced per metre (7.5 to 75 metres)	1 to 1.5 metre coil	1.4 KG per metre
460_12WSO	460_12W P&S connectors with #4/4 SO priced per metre (7.5 to 75 metres)	1 to 1.5 metre turret	1.8 KG per metre + turret
4100_9WSO	4100_9W P&S connectors with #2/4 SO priced per metre (7.5 to 75 metres)	1 to 1.5 metre turret	2.6 KG per metre + turret
5100ARKTITESO	5100 series Arktite connectors with #2/4 SO priced per metre (7.5 to 75 metres)	1 to 1.5 metre turret	2.6 KG per metre + turret
5100_9WSO	5100_9W style connectors with #2/5 SO priced per metre (7.5 to 75 metres)	1 to 1.5 metre turret	3 KG per metre + turret
4/0-SC	4/0 camlock single strand S/C cable priced per metre (7.5 to 75 metres)	1 metre coil	1.4 KG per metre
2/0-SC	2/0 camlock single strand S/C cable priced per metre (7.5 to 75 metres)	1 metre coil	0.9 KG per metre
ADAPT.	pin and sleeve, camlock and various electrical adapters	2 metre cable plus connectors	10 KG maximum
Accessories			
YJ5-125	YJ5-125 standard cable mat	50 x 100 x 5	10
AMSKIT	AMS universal access 5 channel cable mat ramp system	50 x 100x 12	60
AMSTR	AMS universal access additional 5 channel tray with ramps	50 x 100 x 7	36
AMST	AMS universal access additional 5 channel tray	50 x 100 x 5	8
STRINGER	Five light string for tent lighting with 5-15p	1 metre coil	5
HPS	1000 watt High pressure sodium security light with 5-15p	60 x 28 x 50	20

ANNEX B

MANDATORY EVALUATION CRITERIA

The Offer must meet all mandatory criteria to be considered compliant. Failure on the part of the Offeror of meeting a mandatory criterion will result in the Offer being deemed non-compliant and no further consideration will be given.

MANDATORY CRITERIA			
Mandatory Requirements	Met	Not Met	Cross- Reference in the Offer
<p>M1</p> <p>The Offeror and/or the offeror's sub-contractor <u>must</u> possess a valid Electrical Safety Authority (ECRA/ESA) contracting license for work executed in Ontario and a valid contracting license from "Corporation des Maîtres Électriciens du Québec (CMEQ)" for work executed in Quebec.</p> <p>Each of the offerors proposed electricians that will work under the resulting call-ups against the Standing Offer <u>must</u> be licensed by the province where the work is being performed.</p> <p>The Offeror <u>must</u> provide copies of the valid ESA and CMEQ licenses with their bid.</p>			

ANNEX C

BASIS OF PAYMENT

The Offeror will be paid in accordance with the following Basis of Payment pursuant to the issuance of a Call-up against the Standing Offer.

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

During the period of the Standing Offer, for Work performed or goods delivered in accordance with each Call-up against the Standing Offer, the Offeror will be paid as specified under articles 1.0 and 2.0 below.

1.0 RATES PER UNIT / HOURLY ELECTRICAL SERVICES

Item	Description	Initial Period of Standing Offer		Option Year 1 (Year 3)	Option Year 2 (Year 4)
		Year 1	Year 2		
Panels, Disconnects and Contactors Cost must include the preparation and verification of inventory assets found at Bayview, transportation to event site, distribution, installation and testing as well as securing inventory on event site. After event completion, dismantling and removal followed by the transportation of inventory assets back to Bayview and return to inventory of assets. Service maintenance during the event will be at quoted Event Maintenance hourly rate.					
QuadGFCI	120/240 volt 30 amp L14-30 to 2 20 amp GFCI in duplex box				
Pony	120/240 volt 30 amp L14-30P to FPE trailer park panel c/w 2 split 15 amp 5-15				
PonyGFCI	120/240 volt 30 amp L14-30P to FPE trailer park panel c/w 4 15 amp 5-15 GFCI				
P160AS	120/240 volt 60 amp standard panel c/w 460P12W input connector				
P1100AS	120/240 volt 100 amp standard panel c/w Arktite input connector				

Item	Description	Initial Period of Standing Offer		Option Year 1 (Year 3)	Option Year 2 (Year 4)
		Year 1	Year 2		
P1100AT	120/240 volt 100 amp trailer panel c/w Arktite input connector				
P3100AS	120/208 volt 100 amp standard panel c/w 5100P9W input connector				
P3100AT	120/208 volt 100 amp trailer panel c/w 5100P9W input connector				
P3100AL	120/208 volt 100 amp large panel c/w 5100P9W input connector				
P3200AS	120/208 volt 200 amp small panel c/w cam lock input connectors				
P3200AL	120/208 volt 200 amp large panel c/w cam lock input connectors				
Lex100A	120/208 volt 100 amp camlock input portable LEX distribution				
Lex200A	120/208 volt 200 amp camlock input portable LEX distribution				
D3200A	120/208 volt 200 amp disconnect c/w cam lock in and out connectors				
D3100A	120/208 volt 100 amp disconnect c/w cam lock in and out connectors				
C1100A	120/240 volt 100 amp contactor c/w ARKTITE in and out connectors				
C3100A	120/208 volt 100 amp contactor c/w 5100_9W series in and out connectors				

Item	Description	Initial Period of Standing Offer		Option Year 1 (Year 3)	Option Year 2 (Year 4)
		Year 1	Year 2		
Cable Assemblies including Extensions, Bare to connector tails, Adapters and Accessories Cost must include the preparation and verification of inventory assets found at Bayview, transportation to event site, distribution, installation and testing as well as securing inventory on event site. After event completion, dismantling and removal followed by the transportation of inventory assets back to Bayview and return to inventory of assets. Service maintenance during the event will be at quoted Event Maintenance hourly rate.					
5-15SOW	5-15 connectors with #12/3 SOW priced per metre (7.5 to 75 metres)				
L14-30SOW	L14-30 connectors with #10/4 SOW priced per metre(7.5 to 75 metres)	100	110	115	120
CSSOW	California Style connectors with #6/4 SOW priced per metre (7.5 to 75 metres)				
460_12WSO	460_12W P&S connectors with #4/4 SO priced per metre (7.5 to 75 metres)				
4100_9WSO	4100_9W P&S connectors with #2/4 SO priced per metre (7.5 to 75 metres)				
5100ARKTITESO	5100 series Arktite connectors with #2/4 SO priced per metre (7.5 to 75 metres)				
5100_9WSO	5100_9W style connectors with #2/5 SO priced per metre (7.5 to 75 metres)				
4/0-SC	4/0 camlock single strand S/C cable priced per metre (7.5 to 75 metres)				
2/0-SC	2/0 camlock single strand S/C cable priced per metre (7.5 to 75 metres)				
ADAPT.	pin and sleeve, camlok and various electrical adapters				
Accessories					
YJ5-125	YJ5-125 standard cable mat				
AMSKIT	AMS universal access 5 channel cable mat ramp system				

Item	Description	Initial Period of Standing Offer		Option Year 1 (Year 3)	Option Year 2 (Year 4)
		Year 1	Year 2		
AMSTR	AMS universal access additional 5 channel tray with ramps				
AMST	AMS universal access additional 5 channel tray				
STRINGER	Five light string for tent lighting with 5-15p				
HPS	1000 watt High pressure sodium security light with 5-15p				
Service Items					
Cost must include the preparation and verification of inventory assets found at Bayview, transportation to event site, distribution, installation and testing as well as securing inventory on event site. After event completion, dismantling and removal followed by the transportation of inventory assets back to Bayview and return to inventory of assets. Service maintenance during the event will be at quoted Event Maintenance hourly rate. Any work being performed on site and subject to an inspection by the authority in jurisdiction will be mandatory and the responsibility of the Contractor. Canada will disburse the quoted percentage fee for the administration of these applications. The percentage will be based on the cost of these application and certification fees charged by the authority in jurisdiction for the work identified for each event site.					
Connections to energize or ground equipment					
MOHU2/4	Mobile office single phase meter base connection with #2/4 SO cord				
MOHU6/4	Mobile office single phase meter base connection with #6/4 SO cord				
MOHU10/4	Mobile office single phase meter base connection with #10/4 SOW cord				
BWHU1	Bare wire tie in to single phase disconnect or service panel				
BWHU3	Bare wire tie in to three phase disconnect or service panel				
GROUNDING	Stage or equipment grounding				
BONDING	Stage or equipment bonding				
Labour event	Additional unspecified event related labour services				
Labour maintenance	Additional unspecified maintenance labour services				

2.0 ADMINISTRATIVE FEES / COST REIMBURSABLE EXPENSES

The Contractor shall obtain and assume the cost of all necessary special event site inspections for installations, connections or other, when applicable. These costs for special event site inspections or any inspection deemed necessary by the authority in jurisdiction will be reimbursed at cost including an administrative fee not exceeding 10% of the cost of the inspection(s). The Contractor must submit copies of the inspection invoices as well as the conformity reports to be reimbursed for these expenses.

ANNEX D

SECURITY REQUIREMENTS CHECKLIST



Contract Number / Numéro du contrat
Invitation to Tender for Standing Offer Agreement
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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

Contract Number / Numéro du contrat Invitation to Tender for Standing Offer Agreement
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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : SITE ACCES STATUS FOR EVENTS ON THE PARL. HILL

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

Contract Number / Numéro du contrat
Invitation to Tender for Standing Offer Agreement
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PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

*Fourth (4th) page of SRCL (Signature page) to be
inserted at issuance of Standing Offer*

ANNEX E
OFFER OF SERVICES FORM
Electrical Support for Various Special Events and Projects

<i>(to be filled in by Bidder)</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>	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	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)	Integrity Declaration Form An Integrity declaration form must be submitted <u>only</u> 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>
COVID-19 Vaccination Requirement Certification	Complete and include Attachment 1 to Part 5 with your offer.
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:	i.
ii. Level of security clearance obtained and expiry date:	ii.
iii. Security Screening Certificate and Briefing Form file number	iii.
iv. Name of Department from which security clearance was obtained	iv.
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the Resulting contract clauses, included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	

ANNEX F

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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. 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 G

942 FORM CALL-UP AGAINST A STANDING OFFER

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

CHECKLIST FOR SUBMITTING AN OFFER

When submitting an Offer, ensure the following documents and/or information is provided with your Offer:

- Completed Basis of Payment at Annex "C" (in a separate sealed envelope)
- Documents/certifications to support compliance with Mandatory Technical Criteria at Annex B
- Completed and signed Annex E – Offer of Services Form (including COVID-19 Vaccination Requirement Certification at Attachment 1 to Part 5)
- Proof of Insurance (note: this can also be provided on issuance of a Standing Offer)