

CANADIAN HERITAGE
REQUEST FOR STANDING OFFERS

REQUEST NUMBER: 10221398

TITLE OF PROJECT: Rental of Vehicles for Events in the National Capital Region

REQUEST DATE: March 8, 2023

CLOSING DATE AND TIME: April 3, 2023, 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Darquise LeBrun
Manager, Procurement and Material Management
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: (873) 355-9456
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**. The services are to be performed during the period commencing upon the date of issuance of the Standing Offer and May 31st, 2025, with the possibility of extending the period of the standing offer by up to two (2) additional one (1) year option periods, from June 1st, 2025 to May 31st, 2026 and from June 1st, 2026 to May 31st, 2027.

If you are interested in undertaking this project, submit your offer by **2 p.m. EDT: 03 April 2023** by using the following accepted submission method:

Submission via e-mail

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 25 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)
contrats-contracting@pch.gc.ca
RFSO: 10221398
Attention: Darquise LeBrun

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 "A".

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Mandatory Evaluation Criteria, and any other annexes.

1.2 Summary

The Department of Canadian Heritage (PCH) is looking for an Offeror to provide a variety of types of vehicles under a Standing Offer Agreement for use during various events and celebrations held in the National Capital Region.

One (1) Standing Offer will be issued for the provision of items as detailed in the Statement of Work at Annex "A". The Standing Offer shall be for a period of two (2) firm years, from date of issuance of the Standing Offer and May 31st, 2025 with the possibility of extending the period of the standing offer by up to two (2) additional one (1) year option periods, from June 1st, 2025 to May 31st, 2026 and from June 1st, 2026 to May 31st, 2027.

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

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

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

1.3 Security Requirements

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

1.4 Debriefings

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

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](#) (2022-12-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

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

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 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, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid non-responsive.

Definitions

For the purposes of this clause,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act.

"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 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.

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

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or more. It is the responsibility of the Offeror/Bidder to assure that their complete e-mail offer/proposal 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/proposals that arrive after the specified date and time will not be accepted.

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

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "C", Basis of Payment. Offerors must submit rates for each category and time period as well all additional charges. The categories are defined in the Statement of Work, Annex "A".

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

Offerors must complete and attach the Offer of Services Form found in Annex "D".

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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 “A” – Statement of Work and Annex “B” - Mandatory Evaluation Criteria**.

4.1.2 Financial Evaluation

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

Offeror's must complete the pricing grids in Annex “C” for all categories and all years. These prices will form the basis of the evaluation laid out below.

4.2 Basis of Selection

LOWEST EVALUATED PRICES

Evaluation will be based on the pricing grids set out in Annex “C” Basis of Payment, Sections 1.0 (Initial Standing Offer Period) and 2.0 (Option years 1 and 2). The Daily, Weekly and Monthly rental rates for Categories A, B, C and D along with the Daily, Weekly and Monthly rates for Other Costs (excluding Excess mileage and Concession Fee) shall be added together as a single cost. If all other conditions are met, the Standing Offer shall be awarded to the Offeror with the lowest evaluated price.

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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, FINANCIAL AND 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 "E".

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the 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](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to May 31st, 2025.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one-year periods, from June 1st, 2025 to May 31st, 2026 (Option Year 1) and from June 1st 2026 to May 31st 2027 (Option Year 2) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 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:

Darquise LeBrun
Manager, Procurement and Material Management
Canadian Heritage
9th Floor, 15 Eddy Street

Gatineau QC, K1A 0M5

Telephone : 873- 355- 9456
E-mail address: 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, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

To be completed at time of issuance of the Standing Offer.

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

7.5.3 Offeror's Representative

To be completed at time of 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

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

7.8 Call-up Procedures

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

7.9 Call-up Instrument

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

7.10 Non-Standing Offer Items

For non-standing offer items, the Identified User may incorporate a total of 25% of the value of the call-up or \$40,000.00 (the lesser of the two) into the Call-up against a standing offer (including applicable taxes).

7.11 Official Languages

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

7.12 Green Procurement

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

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

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

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

7.13 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2022-12-01) General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex C, Basis of Payment;
- g) Annex E, Insurance Requirements;
- h) the Offeror's offer dated _____

7.14 Certification and Additional Information

7.14.1 Compliance

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

in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.15 Applicable Laws

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

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 (2022-12-01), 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 contract period will be indicated in call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

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

7.5.2 Limitation of Expenditure

- a) The Contractor will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex "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.

7.5.3 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

7.5.4 Electronic Payment of Invoices – Call-up

The Contractor shall be paid using the following Electronic Payment Instrument:

- Director Deposit (domestic and international)

7.6 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be forwarded to the Project Authority for certification and payment.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". 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.

7.8 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](#)".

ANNEX "A" - STATEMENT OF WORK

1. Title

Rental of Vehicles for Events in the National Capital Region

2. Introduction

The Department of Canadian Heritage (PCH) is looking for an Offeror to provide a variety of types of vehicles under a Standing Offer Agreement for use during various events and celebrations held in the National Capital Region. This may include events that recur year to year or one-off special events on an as required basis.

This Standing Offer shall be for a period of two (2) years with the possibility of extending it by up to two (2) one (1) year periods.

3. Background, Assumptions and Specific Scope of the Requirement

PCH stages a number of public events throughout the year that require vehicles for the transportation of personnel and equipment. The following events take place on an annual basis. Dates are meant as a guide only. A detailed list of requirements will be provided for each event.

Winterlude: A variety of vehicles (Cars, Pick-up Trucks, SUVs and Cargo Trucks) will be required from the last week of December to the third week of February. For this event all vehicles must be fitted with snow tires.

Canada Day: A variety of vehicles (Cars, Pick-up Trucks, SUVs and Cargo Trucks) will be required from the second week of June to the second week of July.

Christmas Lights Across Canada: One Pick-up truck and one standard mid-size vehicle from November to January. For this event vehicles must be fitted with snow tires.

Project Schedule

Expected Start and Completion Dates

For Winterlude

Rentals are expected to start the last week of December and continue to be picked up throughout January. Completion dates are usually 7 days after the end of Winterlude.

Estimated requirement of 30 vehicles.

For Canada Day

Rentals are expected to start the first week of June and continue to be picked up throughout June. Completion dates are usually 7 days after the end of Canada Day.

Estimated requirement of 30 vehicles.

For the Christmas lights program

Rentals are expected to start in November. Completion dates are usually in January.

Vehicles required for one-off events will be booked on an as needed basis.

4. Requirements

4.1 Tasks, Activities, Deliverables and Milestones

Offeror shall be required to provide vehicles in the following categories:

A) Cars:

Compact

Examples: Chevrolet Spark, Nissan Versa or similar

Intermediate

Examples: Toyota Corolla, Kia Rio or similar

Standard

Examples: Hyundai Elantra, Volkswagen Jetta or similar

Full size

Examples: Ford Fusion, Kia Optima or similar

Luxury

Examples: Cadillac CTS, BMW 3 Series or similar

B) Passenger Van/SUV:

Minivan

Examples: Dodge Grand Caravan, Honda Odyssey or similar

7 Passenger Van

Examples: GMC Savannah, Ford E-Series or similar fitted to carry a minimum of 7 passengers in addition to the driver.

10 Passenger Van

Examples: GMC Savannah, Ford E-Series or similar fitted to carry a minimum of 10 passengers in addition to the driver.

Small SUV

Examples: Ford Escape, Toyota RAV4 or similar

Large SUV

Examples: Chevrolet Tahoe, GMC Yukon or similar

Elite SUV

Examples: BMW X5, Lincoln Navigator or similar

C) Pick-up Truck:

All Pick-up trucks must be 4 door full crew-cab models.

½ Ton Pick-up truck 6ft box

Examples: Ford F-150, GMC Sierra or similar with 6ft cargo area and minimum 800 Kg load capacity

¾ ton Pick-up truck 8ft box

Examples: Ford F-150, GMC Sierra or similar with 8ft cargo area and minimum 1600 Kg load capacity

D) Cargo Trucks:

All cube (cargo) trucks shall be fitted with hydraulic brakes and require only a G-License in Ontario or (Class 5) in Quebec. Air brakes are not acceptable.

Cargo Van

Examples: GMC Savannah or Ford E-Series or similar

16 Foot Cube Truck

Truck fitted with 16-foot box with tie down points at three different heights, minimum cargo capacity of 1,100 kg and fitted with loading ramp or hydraulic lift.

20 Foot Cube Truck

Truck fitted with 20-foot box with tie down points at three different heights, minimum cargo capacity of 3,200 kg and fitted with loading ramp or hydraulic lift.

26 Foot Cube Truck

Truck fitted with 26-foot box with tie down points, minimum load capacity of 3,200 kg and fitted with loading ramp or hydraulic lift.

4.2 Specifications and Standards

1. Vehicles must not have company logos larger than 12 square inches (77.4 square centimeters). Exceptions may be granted. The Offeror must specify which categories of vehicles are not available without logos.
2. PCH will attach event logos to the vehicles. All decals shall be fabricated using adhesives that will not damage vehicle paint and shall be removed before the vehicles are returned.
3. The Offeror must provide winter tires for all vehicles used between December 1st and March 31st.
4. PCH requires individualized contracts, per vehicle, for tracking purposes.
5. PCH requires one final invoice at the end of each event after all vehicles have been returned.
6. PCH requires a full reservoir of fuel in every vehicle upon their delivery. PCH will make every effort to return the vehicles fully fueled.
7. The Offeror must be able to provide all vehicles with a minimum of 300 kilometers free per day, 2000 kilometers free per week and 4,000 kilometers free per month. Rented vehicles are generally used locally.

4.3 Change Management Procedure

Requirements for rental vehicles sometimes change before and during events. If they occur, the following change management procedures shall be followed:

4.3.1 Changes initiated by PCH:

1. Identification, in writing, of the revised requirement by PCH

2. Communicate, in writing, the new requirement to the Offeror as soon as possible
3. Request feasibility and revised quote from the Offeror for the revised requirement
4. If quote does not affect the total cost of the Call up against the Standing Offer, the Offeror will be given a go to proceed as soon as possible
5. If revised quote changes the total above the call-up, PCH will need to go through internal processes in order to increase the value of the call-up
6. Once the amendment is processed, PCH will issue an approval to proceed with the revised requirement
7. The Offeror will inform PCH in writing, of any changes to the schedule that the revised requirements may incur.

4.3.2 Changes initiated by the Offeror:

1. Identification, in writing, of the required change by the Offeror
2. Communication, in writing, to the Project Authority and/or any designated authority, of the required change to PCH
3. Identify, in writing, the issues leading to the change
4. Identify, in writing, steps to remedy the issue
5. Identify, in writing, costs, if any, to remedy the issue
6. Identify, in writing, schedule impacts of the issue on all dependencies
7. Provide revised quote for remedy
8. PCH will provide a decision on remedy solution as soon as possible
9. PCH may ask for a different or modified solution based on the Offeror's proposed remedy solution
10. If the change is required due to a fault of the Offeror or its suppliers, PCH will not incur additional charges
11. If the change is required through no fault of the Offeror, PCH will issue an approval to proceed as soon as the amendment to the call-up is processed.

5. Other Terms and Conditions of the SOW

5.1 PCH's Obligations

PCH shall ensure all staff and volunteers who are driving rental vehicles are appropriately licensed and insured.

PCH shall supply a preliminary list of vehicles 30 days prior to the first required rental.

PCH shall supply a complete final listing of vehicle no less than 10 days before the first required rental.

Report any defect or damage that occurs while vehicles are in the possession of PCH within 48 hours.

PCH shall make arrangements for insurance coverage through our own supplier and shall provide the Offeror with proof of insurance documentation as and if required.

5.2 Contractor's Obligations

Provide vehicles that are clean and road worthy.

Provide vehicles with winter tires during winter season (December 1st to March 31st).

Accompany PCH staff members to inspect the vehicle for damage before releasing the vehicle and make note of existing damage.

Provide all roadside assistance programs normally available to renters.

Be able to provide a new rental within 24 hours of request.

Provide all estimates within 2 business days of the request.

Provide all repair estimates when vehicles are brought back with damage.

Provide invoices within 5 business days of the return of a vehicle by email to the Project Authority.

Deliver and pick-up all rented vehicles to the PCH Warehouse at:

84 Bayview Station Road
Ottawa ON.

ANNEX "B" - MANDATORY EVALUATION CRITERIA

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

MANDATORY CRITERIA – RENTAL AND OPERATION OF TRANSPORTATION EQUIPMENT					
Mandatory Requirements		Met	Not Met	Cross- Reference in the Offer	
M1	Offerors must demonstrate their capacity to provide ALL categories and sub-categories of vehicles listed in paragraph 4.1 of the Statement of Work at Annex A.				
M2	Offerors must demonstrate their capacity to meet the requirements of paragraph 5.2) of the Statement of Work at Annex A regarding to roadworthiness of the vehicles provided.				

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.

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 in accordance with each Call-up against the Standing Offer, the Offeror will be paid as specified under article 1.0, 2.0 and 3.0 below.

Definitions:

Daily Rate: Rate to be charged for a rental period of up to 24 hours with a 1 hour grace period to return the vehicle.

Weekly Rate: Rate to be charged for a rental period of up to 7 consecutive 24 hour periods. Should the use of the Daily Rate to calculate the cost of any rental period of less than 7 consecutive 24 hour periods add up to a lesser amount, the Offeror is to charge the lesser of the two (2) rates. This shall include a 1 hour grace period to return the vehicle.

Monthly Rate: Rate to be charged for a rental period of up to 30 consecutive 24 hour periods. Should a rental exceed 30 consecutive 24 hour periods, the Offeror shall charge additional daily or weekly rates as applicable. Should the use of Daily and/or Weekly Rates to calculate the total rental cost of a rental of less than 30 consecutive 24 hour periods add up to a lesser amount, the Offeror is to charge the lowest of the three (3) amounts. This shall include a 1 hour grace period to return the vehicle.

1.0 INITIAL STANDING OFFER PERIOD

Two (2) years from issuance of the Standing Offer

Category A: Cars

Sub-category	Description	Daily Rate	Weekly Rate	Monthly Rate
A.1	Compact			
A.2	Intermediate			
A.3	Standard			
A.4	Full Size			
A.5	Luxury			

Other Costs Category A

Description		Daily Rate	Weekly Rate	Monthly Rate
Excess mileage	/km			
Concession Fee	%			
Vehicle license fee				
Environmental fee				
Energy Recovery fee				
Winter Tires				

Category B: Passenger Van/SUV

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
B.1	Minivan			
B.2	7 Passenger Van			
B.3	10 Passenger Van			
B.4	Small SUV			
B.5	Large SUV			
B.6	Elite SUV			

Other Costs Category B

Description				
Excess mileage	/km			
Concession Fee	%			
	Daily Rate	Weekly Rate	Monthly Rate	
Vehicle license fee				
Environmental fee				
Energy Recovery fee				
Winter Tires				

Category C: Pick-up Trucks

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
C.1	½ Ton Pick-up truck 6ft box			
C.2	¾ Ton Pick-up truck 8ft box			

Other Costs Category C

Description				
Excess mileage	/km			
Concession Fee	%			
	Daily Rate	Weekly Rate	Monthly Rate	
Vehicle license fee				
Environmental fee				
Energy Recovery fee				
Winter Tires				

Category D: Cargo Trucks

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
D.1	Cargo Van			
D.2	16-foot cube truck			
D.3	20-foot cube truck			
D.4	26-foot cube truck			

Other Costs Category D

Description				
Excess mileage	/km			
Concession Fee	%			
	Daily Rate	Weekly Rate	Monthly Rate	
Vehicle license fee				
Environmental fee				
Energy Recovery fee				

2.0 OPTION PERIOD

Option Year 1:

Category A: Cars

Sub-category	Description	Daily Rate	Weekly Rate	Monthly Rate
A.1	Compact			
A.2	Intermediate			
A.3	Standard			
A.4	Full Size			
A.5	Luxury			

Other Costs Category A

Description				
Excess mileage	/km			
Concession Fee	%			
	Daily Rate	Weekly Rate	Monthly Rate	
Vehicle license fee				
Environmental fee				
Energy Recovery fee				
Winter Tires				

Category B: Passenger Van/SUV

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
B.1	Minivan			
B.2	7 Passenger Van			
B.3	10 Passenger Van			
B.4	Small SUV			
B.5	Large SUV			
B.6	Elite SUV			

Other Costs Category B

Description				
Excess mileage	/km			
Concession Fee	%			
	Daily Rate	Weekly Rate	Monthly Rate	
Vehicle license fee				
Environmental fee				
Energy Recovery fee				
Winter Tires				

Category C: Pick-up Trucks

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
C.1	½ Ton Pick-up truck 6ft box			
C.2	¾ Ton Pick-up truck 8ft box			

Other Costs Category C

Description				
Excess mileage	/km			
Concession Fee	%			
	Daily Rate	Weekly Rate	Monthly Rate	

Vehicle license fee			
Environmental fee			
Energy Recovery fee			
Winter Tires			

Category D: Cargo Trucks

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
D.1	Cargo Van			
D.2	16-foot cube truck			
D.3	20-foot cube truck			
D.4	26-foot cube truck			

Other Costs Category D

Description			
Excess mileage	/km		
Concession Fee	%		
	Daily Rate	Weekly Rate	Monthly Rate
Vehicle license fee			
Environmental fee			
Energy Recovery fee			

Option Year 2:
Category A: Cars

Sub-category	Description	Daily Rate	Weekly Rate	Monthly Rate
A.1	Compact			
A.2	Intermediate			
A.3	Standard			
A.4	Full Size			
A.5	Luxury			

Other Costs Category A

Description			
Excess mileage	/km		
Concession Fee	%		
	Daily Rate	Weekly Rate	Monthly Rate
Vehicle license fee			
Environmental fee			
Energy Recovery fee			
Winter Tires			

Category B: Passenger Van/SUV

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
B.1	Minivan			
B.2	7 Passenger Van			
B.3	10 Passenger Van			
B.4	Small SUV			
B.5	Large SUV			
B.6	Elite SUV			

Other Costs Category B

Description		
Excess mileage	/km	

Concession Fee	%		
	Daily Rate	Weekly Rate	Monthly Rate
Vehicle license fee			
Environmental fee			
Energy Recovery fee			
Winter Tires			

Category C: Pick-up Trucks

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
C.1	½ Ton Pick-up truck 6ft box			
C.2	¾ Ton Pick-up truck 8ft box			

Other Costs Category C

Description			
Excess mileage	/km		
Concession Fee	%		
	Daily Rate	Weekly Rate	Monthly Rate
Vehicle license fee			
Environmental fee			
Energy Recovery fee			
Winter Tires			

Category D: Cargo Trucks

Category	Description	Daily Rate	Weekly Rate	Monthly Rate
D.1	Cargo Van			
D.2	16-foot cube truck			
D.3	20-foot cube truck			
D.4	26-foot cube truck			

Other Costs Category D

Description			
Excess mileage	/km		
Concession Fee	%		
	Daily Rate	Weekly Rate	Monthly Rate
Vehicle license fee			
Environmental fee			
Energy Recovery fee			

3. CANCELLATIONS

If Canada cancels a rental, the Offeror will be paid as follows:

Cancellation – less than 24 hours before rental	100% of firm all-inclusive call-up value
Cancellation – more than 24 hours before the rental	No charge

ANNEX "D" - OFFER OF SERVICES

REQUEST FOR STANDING OFFER 10221398

<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 offer solicitation for a definition of "Former Public Servant".	Is the Offeror a FPS in receipt of a pension as defined in the offer 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 offer 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 Request for Standing Offer (RFSO) including the documents incorporated by reference into the RFSO 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 offer RFSO;2. This offer is valid for the period requested in the offer RFSO;3. All the information provided in the offer is complete, true and accurate; and4. If the offeror is awarded a contract, it will accept all the terms and conditions set out in Part 7A -Standing Offer and Part 7B Resulting contract clauses, included in the RFSO.	
<p>Signature of Authorized Representative of Offeror</p>	
<p>Signature:</p> <p>Date:</p>	

ANNEX "E" - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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 \$2,000,000 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.
 - 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 "F" - FORM 942 – CALL UP AGAINST A STANDING OFFER

Page: 1

CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSEQUENTE À UNE OFFRE PERMANENTE		Tel. No. - N° du Tél. Contracting Authority's Telephone Number	Email - Courriel Contracting Authority's Email Address	Order No. N° of the commande Call-Up Number 4800XXXX
Contact - Personne-ressource Name of Contracting Authority		Contracting Authority's Telephone Number		
As per standing offer Selon l'offre permanente		Contracting Authority's Telephone Number		
Standing offer/SA No. - N° d'offre permanente/AMA		Contracting Authority's Telephone Number		
Standing Offer Number 4600XXXX		Contracting Authority's Telephone Number		
FST No. - N° de TPS		Contracting Authority's Telephone Number		
As per standing offer Selon l'offre permanente		Contracting Authority's Telephone Number		
Standing offer/SA No. - N° d'offre permanente/AMA		Contracting Authority's Telephone Number		
Standing Offer Number 4600XXXX		Contracting Authority's Telephone Number		
Tel. No. - N° du Tél.		Contracting Authority's Telephone Number		
Officer's Telephone Number		Contracting Authority's Telephone Number		
OA # - N° CC.		Contracting Authority's Telephone Number		
Contact Name - Nom du contact		Contracting Authority's Telephone Number		
Officer's Contact		Contracting Authority's Telephone Number		
Vendor # - N° fournisseur		Contracting Authority's Telephone Number		
XXXXXX		Contracting Authority's Telephone Number		
Fax No. - N° de télécop.		Contracting Authority's Telephone Number		
Officer's Fax Number		Contracting Authority's Telephone Number		
Description		Contracting Authority's Telephone Number		
Item No. No. Poste		Contracting Authority's Telephone Number		
00010		Contracting Authority's Telephone Number		
-Description of Requirement / Reference to attached documents (if applicable)		Contracting Authority's Telephone Number		
Details of Requirement / Reference to attached documents (if applicable)		Contracting Authority's Telephone Number		
Financial Codes Codage financier 1350 - XXXXX - XXXX - XXXXX - XXXXX - XXXXXXXX - XXXXX - XXXX		Contracting Authority's Telephone Number		
Amount Montant		Contracting Authority's Telephone Number		
Invoking address - Adresse de facturation See Delivery Address / Voir adresse de livraison		Contracting Authority's Telephone Number		
CANADIAN HERITAGE		Contracting Authority's Telephone Number		
K1A 0M5 GATINEAU		Contracting Authority's Telephone Number		
Special instructions - Instructions spéciales		Contracting Authority's Telephone Number		
Electronic invoices are accepted if email is indicated in the invoicing address - Les factures électroniques sont acceptées si un courriel est indiqué dans l'adresse de facturation		Contracting Authority's Telephone Number		
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. As surplémentaires: Vous êtes priés de fournir les marchandises et services indiqués ci-dessus selon les modalités suivantes: Vous êtes priés de fournir les marchandises et services indiqués ci-dessus selon les modalités suivantes: 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.		Contracting Authority's Telephone Number		
Delivery Address - Adresse de livraison		Contracting Authority's Telephone Number		
CANADIAN HERITAGE		Contracting Authority's Telephone Number		
K1A 0M5 GATINEAU		Contracting Authority's Telephone Number		
Signature of authorized individual		Contracting Authority's Telephone Number		
Name of authorized individual		Contracting Authority's Telephone Number		
Date of signature		Contracting Authority's Telephone Number		
Signature of authorized individual		Contracting Authority's Telephone Number		
Name of authorized individual		Contracting Authority's Telephone Number		
Date of signature		Contracting Authority's Telephone Number		

