



CANADIAN HERITAGE REQUEST FOR STANDING OFFERS

Title	Transportation and Fueling Services for Capital Experience Events
Request for Standing Offer Number	10222484
Request for Standing Offer Date	(2023-03-13)
Request for Standing Offer closing date and time	(2023-04-24) 14:00 EDT
Standing Offer Authority	Housseynatou Barry Procurement Specialist Contracting and Materiel Management Directorate E-mail: contrats-contracting@pch.gc.ca

Offer to Canadian Heritage

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

Offeror's Legal Name and Address (Ensure the Offeror's complete legal name is properly set out)	
Offeror MUST identify the name and title of the individual authorized to sign on behalf of the Offeror	Name: Title:
Telephone Number	
E-mail Address	

On behalf of the offeror, by signing below, I confirm that I have read the entire Request for Standing Offer(s) (RFSO) including the documents incorporated by reference into the RFSO and I certify that:

1. The Offeror considers itself and its products able to meet all the mandatory requirements described in the RFSO.
2. This offer is valid for the period requested in the RFSO.
3. All the information provided in the offer is complete, true, and accurate; and
4. If the offeror is issued a Standing Offer, 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.

Signature of Authorized Representative of the Offeror	Date



PART 1 – GENERAL INFORMATION.....	4
1.1 Introduction.....	4
1.2 Summary	5
1.3 Debriefings	5
1.4 Canadian International Trade Tribunal (CITT).....	5
PART 2 – OFFEROR INSTRUCTIONS.....	6
2.1 Mandatory Requirements.....	6
2.2 Standard Instructions, Clauses, and Conditions.....	6
2.3 Submission of Offers.....	7
2.4 Former Public Servants	7
2.5 Enquiries – Request for Standing Offers	9
2.6 Applicable Laws.....	9
2.7 Bid Challenge and Recourse Mechanisms.....	9
2.8 Terms and Conditions.....	10
2.9 Improvement of Requirement During Solicitation Period	10
PART 3 – OFFER PREPARATION INSTRUCTIONS.....	11
3.1 Offer Preparation Instructions	11
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1 Evaluation Procedures.....	13
4.2 Basis of Selection - Mandatory Technical Criteria Only	13
ATTACHMENT 1 TO PART 4 – MANDATORY CRITERIA	14
ATTACHMENT 2 TO PART 4 – PRICING SCHEDULE	17
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	22
5.1 Certification Required with the Offer	22
5.2 Certifications Prior to Issuance of a Standing Offer and Additional Information	22
ATTACHMENT 1 TO PART 5 – ADDITIONAL INFORMATION	25
PART 6 – SECURITY AND OTHER REQUIREMENTS	29
6.1 Security Requirements.....	29
6.2 Insurance Requirements.....	29
PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES	30
A. STANDING OFFER.....	30
7.1 Offer.....	30
7.2 Security Requirements	30
7.3 Standard Clauses and Conditions	30
7.4 Term of Standing Offer	30



7.5 Authorities31

7.6 Proactive Disclosure of Contracts with Former Public Servants.....32

7.7 Identified Users32

7.8 Call-up Procedures.....32

7.9 Non-Standing Offer Items32

7.10 Call-up Instrument32

7.11 Financial Limitation - Total.....33

7.12 Priority of Documents33

7.13 Certifications and Additional Information.....33

7.14 Applicable Laws34

B. RESULTING CONTRACT CLAUSES.....35

7.1 Statement of work35

7.2 Standard Clauses and Conditions35

7.3 Term of Contract35

7.4 Payment.....35

7.5 Invoicing Instructions36

7.6 Insurance – Specific Requirements37

7.7 Dispute Resolution37

7.8 Official Languages.....37

7.9 Green Procurement.....38

ANNEX A – STATEMENT OF WORK.....39

ANNEX B – BASIS OF PAYMENT.....46

ANNEX C – INSURANCE REQUIREMENTS.....52

ANNEX D – FORM 942: CALL UP AGAINST A STANDING OFFER56



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, clauses, and conditions applicable to 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 that must be addressed in the offer, and the basis of selection;

Attachment 1 to Part 4: Mandatory Criteria
Attachment 2 to Part 4: Pricing Schedule |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;

Attachment 1 to Part 5: Additional Information |
| Part 6 | Security, Financial and Other 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 up contract resulting from a call-up made pursuant to the Standing Offer. |
| Annex A: | Statement of Work |
| Annex B: | Basis of Payment |
| Annex C: | Insurance Requirements |
| Annex D: | Form 942 – Call up Against a Standing Offer |



1.2 Summary

The Department of Canadian Heritage (PCH) is seeking suppliers to provide various types of transportation equipment, vehicles, and operators to transport the equipment and supplies. Work mainly take place between the PCH warehouse (84 Bayview Station Road, Ottawa, Ontario), and different event sites in the National Capital Region (NCR). There may also be a requirement for out-of-town round-trip transportation. The scope of work also includes timely fueling of machinery on event sites. The services will consist mainly of scheduled transportation of equipment, supplies, fuel, and water for events. The main events for which these services will be required are Canada Day and Winterlude. Other events may be added on an as-and-when required basis.

The period of the Standing Offer (SO) will be May 1, 2023, 2023 to April 30, 2025, with the possibility of extending the period of the standing offer by up to two (2) additional one (1) year option periods.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

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 from receipt of the results of the request for standing offer process. The debriefing may be in writing, by telephone or virtual meeting, or in person.

1.4 Canadian International Trade Tribunal (CITT)

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to PCH; if PCH denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal's Web site (www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-990-2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

Also consult [Bid Challenge and Recourse Mechanisms](#)



PART 2 – OFFEROR INSTRUCTIONS

2.1 Mandatory Requirements

Whenever the words “must” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

2.2 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 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 this RFSO.

2.2.1 Revisions to Standard Instructions 2006

Section 05 titled “Submission of offers”, paragraph 2 (d) is deleted in its entirety and replaced with the following:

(d) send its offer only to Canadian Heritage in accordance with the instructions outlined in article 2.3 below

Section 05 titled “Submission of offers” paragraph 4, delete 60 days and replace with 90 days.

Section 06 titled “Late bids”, the reference to “PWGSC” is hereby deleted and replaced with “Canadian Heritage”.

Section 07 titled “Delayed bids”, all references to “PWGSC” are hereby deleted and replaced with “Canadian Heritage”.

Section 08 titled “Transmission by facsimile or by Canada Post Corporations (CPC) Connect service” is deleted in its entirety and replaced with the following:

Section 08 Transmission by e-mail

Canadian Heritage (PCH) will only accept offers transmitted via e-mail. Offers transmitted via facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission of 25 MB or more. It is the responsibility of the Offeror to ensure that their complete offer is delivered to PCH via e-mail by the specified date and time. Indicate the title of the Request for Standing Offers in the email subject field. The email address to transmit offers is: contrats-contracting@pch.gc.ca

If it is necessary to transmit an offer in more than one e-mail due to the e-mail size restrictions, the e-mails should cross reference each other (i.e., 1 of 3, 2 of 3, etc.). Offerors are encouraged to keep a confirmation that their e-mail was sent and delivered.

Section 20 titled "Further information", paragraph 2 is hereby deleted and replaced with the following:

Enquiries concerning receipt of offers may be addressed to the Standing Offer Authority identified in the RFSO.

2.3 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 Request for Standing Offers document.

2.4 Former Public Servants

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

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:



- 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 Offeror a FPS in receipt of a pension? Yes () No ()

If so, the Offeror 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, Offerors agree that the successful Offeror’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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Offeror 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 adjustment program.

2.5 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) business 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 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 the Offeror do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry and its response can be provided to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.6 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.

2.7 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.

2.8 Terms and Conditions

By submitting an Offer, the Offeror hereby certifies compliance with, and acceptance of all the articles, clauses, terms, and conditions contained or referenced in this Request for Standing Offers (RFSO) and Statement of Work (SOW). Any modifications or conditional pricing by the Offeror, including deletions or additions to the articles, clauses, terms, and conditions contained or referenced in this RFSO and/or SOW will render the offer non-responsive, and the offer will receive no further consideration.

2.9 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation (contrats-contracting@pch.gc.ca and Housseynatou.barry@pch.gc.ca). Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 – OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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.

The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or more. It is the responsibility of the Offeror to ensure 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 cross referenced to each other. Offers that arrive after the specified date and time will not be accepted.

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

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

Section I: Technical

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the Request for Standing Offers and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise, and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth each evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the Request for Proposals (RFSO) is not sufficient. Offers are evaluated solely on the evidence presented within the Technical Offer, and the Offeror is responsible for ensuring that their Offer contains all the necessary information to complete the evaluation. To facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial

Offerors are requested to submit their financial offer as a separate electronic document from the other offer sections. Offerors must submit their financial offer in accordance with the Pricing Schedule at Attachment 2 to Part 4.



Prices should appear in the financial offer only. Prices should not be indicated in any other section of the offer.

3.1.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

Section III: Certification

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

Section IV: Additional Information

Offerors must submit additional information as required under Attachment 1 to 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 Proposals (RFSO) 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

Offerors are encouraged to address the Technical Criteria in sufficient depth in their offers to permit a full evaluation of their offers. The onus is on the Offeror to demonstrate that it meets the requirements specified in the RFSO.

4.1.1.1 Mandatory Technical Criteria

All offers will be evaluated to determine if the Mandatory Technical Criteria detailed in Attachment 1 to Part 4 have been met. Offers that do not meet ALL Mandatory Technical Criteria will be declared non-responsive and their Offer will be given no further consideration.

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.

Offerors must submit their prices in accordance with the Pricing Schedule at Attachment 2 to Part 4. The Offer price for evaluation purposes will be determined in accordance with Attachment 2 to Part 4.

4.2 Basis of Selection - Mandatory Technical Criteria Only

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



ATTACHMENT 1 TO PART 4 – MANDATORY CRITERIA

Offers will be evaluated in accordance with all the Mandatory Technical Criteria detailed below. The Offeror must provide supporting documentation in its offer as requested by PCH, in order to demonstrate that each Mandatory Technical Criterion has been met. To assist with the evaluation process, Offerors are asked to complete the table below, indicating where in its offer the information responding to each criterion can be located. Offers that fail to meet all Mandatory Technical Criteria will be declared non-responsive, and the bid will receive no further consideration.

Offerors are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Offeror should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Offeror or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Offeror’s written Offer.

	Description	Compliant	Non-compliant
M1	<p>The Offeror must demonstrate that it possesses experience in providing services like those defined in the Statement of Work at Annex A. To demonstrate this experience, a minimum of three (3) project descriptions must be provided for projects completed within the last two (2) years from date of RFSO closing. At a minimum, project descriptions are to include the following:</p> <ul style="list-style-type: none"> a) Name of client or department for which services were provided. b) Current contact information (name and telephone number or e-mail address) c) Dates services were provided (start and end dates) d) Brief description of the services provided. <p>Note: Contact information may be used to validate the information provided with an Offer.</p>		



M2	<p>The Offeror must provide the following driver information for a minimum of three (3) main drivers:</p> <ul style="list-style-type: none"> a) Full names (as it appears on their driver's licence). b) Years of experience c) Licence class(es) 		
M3	<p>The Offeror must provide information for its lead representative that will act as Coordinator and Dispatcher for the duration of the Standing Offer.</p> <p>The Offeror must provide the resume of its lead representative clearly showing experience and must demonstrate how they will uphold the best practices. As per section 7.5.3 and 7.7. of Annex A Statement of work.</p>		
M4	<p>The Offeror must demonstrate its capacity to provide emergency services throughout the duration of the Standing Offer, as defined in the Statement of Work at Annex A.</p> <p>To demonstrate this, the Offeror must</p> <ul style="list-style-type: none"> a) provide a 24/7 emergency contact, and the response time to be onsite to assist and/or correct the issue. b) describe the course of action taken when an emergency situation arise. c) demonstrate the alternate action should the primary contact be unreachable. 		
M5	<p>The Offeror must provide a recent inventory of its vehicle fleet and equipment by completing the table below entitled "Equipment Requirements" to demonstrate that it possesses or has access to the minimum equipment and vehicle requirements outlined in the table.</p> <p>The Offeror must also demonstrate how they can obtain extra equipment/vehicles should the need arise.</p>		



M6	The Offeror must demonstrate that the vehicles proposed to fulfill the requirements of the Standing Offer are no older than a 2012 model. To demonstrate this the offeror must provide copies of the vehicle registration for the proposed vehicles.		
M7	The Offeror must demonstrate that the proposed vehicles have a lock and key system when the driver is not in the vehicle.		

M.5 Equipment Requirements

As per mandatory criteria M.5 Offeror must demonstrate that it always possesses or has access to the following equipment and/or vehicles and for any given event.

Item #	Description of Equipment and Minimum Capacity	Quantity Required	Description of Offeror's Inventory	Quantity in inventory
7	Pickup truck with tow hitch	1		
1	Flatbed Trailer 53'	Up to 4		
2	Dry box Trailer 53'	Up to 8		
3	Refrigerated Trailer 53'	1		
6	Tilt and Load Flatbed, 30', 40,000 lbs capacity	1		
8	Truck – 5 ton	1		
9	Refrigerated Truck – 5 ton with power lift gate	1		
4	Refrigerated Trailer (Pup reefer)- minimum 24'	3		



ATTACHMENT 2 TO PART 4 – PRICING SCHEDULE

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

Offerors must submit their prices in accordance with the Pricing Schedule below.

The total offer price for evaluation purposes will be determined in accordance with the Pricing Schedule below.

All Costs to be Included: The financial offer must include all costs for the requirement described in the Request for Standing Offers (RFSO) for the entire Standing Offer period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the RFSO and the associated costs of these items is the sole responsibility of the Offeror.

Blank Prices: Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

Year 1 (May 1, 2023, to April 30, 2024)

Item #	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
1. Equipment Requirements							
1	Flatbed trailer 48'-53'	Ea.	\$	\$	\$		
2	Drybox trailer 48'-53'	Ea.	\$	\$	\$		
3	Refrigerated trailer 48'-53'	Ea.	\$	\$	\$		
4	Refrigerated Trailer(Pup Reefer) min, 24'	Ea.	\$	\$	\$		
5	Refrigerated Trailer/Hours of operation	Ea.	\$				



Item #	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
6	Tilt and load flatbed	Ea.	\$				
Total							
Total Bid Price 1. Equipment Requirements (Total A+B+C)						\$	
2. Trucks and others							
7	Pickup truck with tow hitch	Ea.	\$				
	KM included with Pick up truck		km				/km
8	5 ton truck	Ea.	\$	\$	\$		
	KM included with 5 ton truck		km	km	km		/km
9	5 ton refrigerated truck with tommy gate	Ea.	\$	\$	\$		
	KM included with 5 ton refrigerated truck		km	km	km		/km
Total							
Total Bid Price 2. Trucks and Others (Total A+B+C+ E)						\$	
3. Delivery/Shunt Services							
10	Shunt of trailer/flat bed	Ea.	\$				
11	Shunt Dry Box trailer	Ea	\$				
12	Shunt refrigerated trailer	Ea	\$				
13	Shunt refrigerated trailer(Pup Reefer)	Ea	\$				
14	Shunt/Sea Container	Ea	\$				
15	Fuel Truck	Ea	\$	Initial cost per delivery. Fuel charged separately at cost.			
16	Fuel Truck	Ea	\$	Subsequent, contiguous deliveries/same day/different site. Fuel charged separately at cost.			



Item #	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
17	Water Truck	Ea	\$	Initial Cost per delivery only.			
18	Water Truck	Ea	\$	Subsequent, contiguous deliveries/same day/different site.			
Total Bid Price 3. Delivery/Shunt Services			\$				
4. Inter-city Driver cost. Vehicle costs based on above rates							
19	Ottawa- Greater Montreal Area	Ea.	Cost per round trip			\$	
20	Ottawa- Greater Toronto Area	Ea.	Cost per round trip			\$	
21	Ottawa- Greater Quebec City Area	Ea.	Cost per round trip			\$	
Total Bid Price 4. Inter-city Driver cost. Vehicle costs based on above rates						\$	
5. Operators and Labour							
22	Tractor/Rig Operator	Ea.	\$ /Hr	Minimum charge	/Hrs		
23	General Labourer	Ea.	\$ /Hr	Minimum charge	/Hrs		
Total Bid Price 5. Operators and Labour (Total Hourly rate of line item 22 and 23 + Minimum charge of line item 22 and 23)						\$	
TOTAL BID PRICE (TOTAL BID PRICE 1+2+3+4+5)						\$	

Year 2 (May 1, 2024, to April 30, 2025)

Item #	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
1. Equipment Requirements							
1	Flatbed trailer 48'-53'	Ea.	\$	\$	\$		



Item #	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
2	Drybox trailer 48'-53'	Ea.	\$	\$	\$		
3	Refrigerated trailer 48'-53'	Ea.	\$	\$	\$		
4	Refrigerated Trailer (Pup Reefer) min, 24'	Ea.	\$	\$	\$		
5	Refrigerated Trailer/Hours of operation	Ea.	\$				
6	Tilt and load flatbed	Ea.	\$				
Total							
Total Bid Price 1. Equipment Requirements (Total A+B+C)						\$	
2. Trucks and others							
7	Pickup truck with tow hitch	Ea.	\$				
	KM included with Pick up truck		km				/km
8	5 ton truck	Ea.	\$	\$	\$		
	KM included with 5 ton truck		km	km	km		/km
9	5 ton refrigerated truck with tommy gate	Ea.	\$	\$	\$		
	KM included with 5 ton refrigerated truck		km	km	km		/km
Total							
Total Bid Price 2. Trucks and Others (Total A+B+C+ E)						\$	
3. Delivery/Shunt Services							
10	Shunt of trailer/flat bed	Ea.	\$				
11	Shunt Dry Box trailer	Ea.	\$				
12	Shunt refrigerated trailer	Ea.	\$				



Item #	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
13	Shunt refrigerated trailer(Pup Reefer)	Ea	\$				
14	Shunt/Sea Container	Ea	\$				
15	Fuel Truck	Ea	\$	Initial cost per delivery. Fuel charged separately at cost.			
16	Fuel Truck	Ea	\$	Subsequent, contiguous deliveries/same day/different site. Fuel charged separately at cost.			
17	Water Truck	Ea	\$	Initial Cost per delivery only.			
18	Water Truck	Ea	\$	Subsequent, contiguous deliveries/same day/different site.			
Total Bid Price 3. Delivery/Shunt Services			\$				
4. Inter-city Driver cost. Vehicle costs based on above rates							
19	Ottawa- Greater Montreal Area	Ea.	Cost per round trip			\$	
20	Ottawa- Greater Toronto Area	Ea.	Cost per round trip			\$	
21	Ottawa- Greater Quebec City Area	Ea.	Cost per round trip			\$	
Total Bid Price 4. Inter-city Driver cost. Vehicle costs based on above rates						\$	
5. Operators and Labour							
22	Tractor/Rig Operator	Ea.	\$ /Hr	Minimum charge	/Hrs		
23	General Labourer	Ea.	\$ /Hr	Minimum charge	/Hrs		
Total Bid Price 5. Operators and Labour (Total Hourly rate of line item 22 and 23 + Minimum charge of line item 22 and 23)						\$	
TOTAL BID PRICE (TOTAL BID PRICE 1+2+3+4+5)						\$	

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information prior to being 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, 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 Certification 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 Integrity 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>), for their Offer to be given further consideration in the procurement process.

Instruction to Offerors: if applicable, complete the [Integrity declaration form - Government of Canada's Integrity Regime - Accountability - PSPC \(tpsgc-pwgsc.gc.ca\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) and send it to the PWGSC Departmental Oversight Branch. Further instructions are available on the site itself.

5.2 Certifications Prior to 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.

Instruction to Offerors: Complete the [List of names for integrity verification form - Government of Canada's Integrity regime - Accountability - PSPC \(tps-gc-pwgsc.gc.ca\)](#) and submit it with your bid

5.2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in any resulting Call-up against a Standing Offer.

Instruction to bidders: Complete Attachment 1 to Part 5 and submit it with your offer.

5.2.3.2 Status and Availability of Resources

The Offeror certifies that, should it be awarded a Standing Offer as a result of the Request for Standing Offers (RFSO), every individual proposed in its offer will be available to perform the Work as required by Canada's representatives and at the time specified in the RFSO or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror



may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose their services in relation to the Work to be performed and to submit their résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of their availability. Failure to comply with the request may result in the offer being declared non-responsive and no further consideration will be given.

Instruction to offerors: Complete Attachment 1 to Part 5 and submit it with your offer.



ATTACHMENT 1 TO PART 5 – ADDITIONAL INFORMATION

The following additional information is required with the offer. Offerors must complete it and submit it with their offer.

<p>Offeror's Operational Name (If different from Legal Name specified on page 1 of this document)</p>	
<p>Offeror's <u>Business Number</u></p>	
<p>Offeror's GST/HST/QST/other Tax Number</p>	
<p>Tax rate to be charged on any call-up against the Standing Offer</p>	<p>Specify percentage _____ %</p>
<p>Jurisdiction of Standing Offer Agreement and any resulting Contract: Province in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in the Request for Standing Offers)</p>	
<p>Former Public Servant (See full clause in Part 2, article 2.4)</p>	<p>1) Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the information required in the Article in Part 5 entitled "Former Public Servant"</p> <p>2) Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes <input type="checkbox"/> No <input type="checkbox"/></p>



	<p>If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”</p>
<p>Integrity Provisions – Declaration</p> <p>(See full text in Part 5, articles 5.1.1)</p>	<p>Integrity Declaration Form</p> <p>An Integrity declaration form must be submitted when one or more of the following conditions apply:</p> <ol style="list-style-type: none"> 1. the supplier has, in the past three years, been charged with or convicted of one of the offences listed in the <u>Ineligibility and Suspension Policy</u> (the “policy”); and/or 2. the supplier has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or 3. one of the supplier’s affiliates has, in the past three years, been convicted of one of the offences listed in the policy, or has, in the past three years, been convicted of a criminal offence in a country other than Canada that, to the best of the supplier’s knowledge and belief, may be similar to one of the offences listed in the policy; and/or 4. the supplier is unable to provide any of the certifications required by the <u>Integrity provisions</u> <p>Click here to complete the form and instructions for its submittal.</p>
<p>Integrity Provisions – Required Documentation</p> <p>(See full text in Part 5, articles 5.2.1)</p>	<p>List of names for integrity verification form</p> <p>Section 17 of the <u>Ineligibility and Suspension Policy</u> 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>Education and Experience</p>	<p>The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience, and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in any resulting Call-up against the Standing Offer.</p>
<p>Status and Availability of Resources</p>	<p>The Offeror certifies that, should it be awarded a Standing Offer as a result of the Request for Standing Offers (RFSO), every individual proposed in its offer will be available to perform the Work as required by Canada's representatives and at the time specified in the RFSO or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must</p>



	<p>advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.</p> <p>If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose their services in relation to the Work to be performed and to submit their résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of their availability. Failure to comply with the request may result in the offer being declared non-responsive and no further consideration will be given.</p>
Signature of Authorized Representative of the Offeror	
Date	

PART 6 – SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

During the term of the Standing Offer, including the option year, should the Offeror's personnel require access to sensitive work sites such as Parliament Hill, PCH will inform the Offeror and its personnel and PCH will grant or approve their SITE ACCESS CLEARANCE.

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 C.

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



PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

During the term of the Standing Offer, including the option year, should the Offeror's personnel require access to sensitive work sites such as Parliament Hill, PCH will inform the Offeror and its personnel and PCH will grant or approve their SITE ACCESS CLEARANCE.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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 and 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 and providing services against the Standing Offer is from May 1, 2023, to April 30, 2025 inclusive.

7.4.2 Extension of the 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 periods of 1 year each 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.

7.4.3 Comprehensive Land Claim Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Housseynatou Barry or designated representative

Procurement Specialist

Department of Canadian Heritage

Chief Financial Officer Branch

Contracting and Materiel Management Directorate

Telephone: (519) 317-6451

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

[Will be identified 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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



7.5.3 Offeror's Representative

Will be identified 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 (PCH).

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 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) of non-standing offer items in the call-up against a standing offer (including applicable taxes).

7.10 Call-up Instrument

The Work will be authorized or confirmed by Canadian Heritage (PCH) using form 942 – Call up Against a Standing Offer (see Annex D).



7.11 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be inserted at the time of issuance of the Standing Offer) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 supplemental 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 B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____ (to be inserted at the time of issuance of the Standing Offer).

7.13 Certifications and Additional Information

7.13.1 Compliance

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



7.14 Applicable Laws

The Standing Offer and an 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 Work must be completed in accordance with the Call-up against the Standing Offer. The Period of the Contract will be specified in each resulting Call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B of the resulting call-up against the Standing Offer for a cost of \$ _____ (to be inserted at the time of call-up). Customs duties are included, and Applicable Taxes are extra.

7.4.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at the time of call-up). Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or



provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.4.3 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.

7.4.4 Electronic Payment of Invoices – Contract

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.

Each invoice must be supported by:

- a. a copy of the delivery slip as described in Annex A statement of work.

Invoices must be distributed as follows:

- a. The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.



7.6 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the 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.

7.7 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](#)".

7.8 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.

7.9 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.



ANNEX A – STATEMENT OF WORK

1 Title

Transportation and Fueling Services for Capital Experience Events.

2 Introduction

The successful Offeror will supply various types of transportation equipment, vehicles, and operators to transport equipment and supplies. Work mainly takes place between the PCH warehouse (84 Bayview Station Road, Ottawa, Ontario), and different event sites in the National Capital Region (NCR). There may also be a requirement for out-of-town round-trip transportation. The scope of work also includes timely fueling of machinery on event sites.

2.1 Objective

This Statement of Work (SOW) provides a description of a variety of possible requirements related to scheduled and as requested transportation services that PCH may have during the period of the Standing Offer (SO). The services will consist mainly of scheduled transportation of equipment, supplies, fuel, and water for events. The main events for which these services will be required are Canada Day and Winterlude. Other events may be added on an as-and-when required basis.

3 Requirements

3.1.1 Delivery slips:

Numbered delivery slips are required for each delivery of equipment, fuel, and water. Work will not be considered complete until this slip has been received by the PCH warehouse personnel or event site coordinator(s). These slips will be used at the end of each event to validate invoicing information.

Each delivery slip must include the following information:

- a. Date of delivery
- b. Time of delivery
- c. Pick up site
- d. Delivery site
- e. Description of load
- f. Name of event
- g. Volume of fuel or water being delivered (in litres)



3.1.2 Event Summary Report

The Contractor will be requested to provide a summary report for each event. Each invoice entry will refer to the specific dated, numbered delivery slip. This report will be reconciled with the delivery slips and event schedule to address discrepancies, if any, prior to payment of invoices.

The event summary report must include the following information:

- a. List of all equipment and/or materiel deliveries, including dates, times, and locations, including delivery slip number.
- b. List of all fuel and/or water deliveries, including dates, times, sites, and volume, including delivery slip number.

3.2 Tasks, Activities and Deliverables

The Contractor is to supply the required transportation tools and move the freights as indicated by PCH.

3.2.1 Delivery of Flatbed (all events)

The timely delivery of flatbeds, and other means of transportation, to the warehouse to be loaded prior to delivery to sites will ensure that the warehouse staff can have the equipment loaded in a safe and appropriate manner. The loading of these flatbeds is scheduled as part of the overall project plan and must be adhered to. The flat beds will generally be dropped off that the warehouse a few days prior to delivery to site, to allow for loading time. The drivers will be responsible for securing the loads.

3.2.2 Deliveries to site (all events)

These deliveries are time sensitive as crews will be scheduled to work with the equipment being delivered. Delivery delays can result in cost overruns for PCH. Deliveries are made into parks that are off the roadway, a high degree of care must be exercised while on delivery to minimize the impact of the truck and trailer on all unpaved surfaces. Care must also be exercised when moving about the sites to avoid damaging trees and/or urban furniture. All posted regulations pertaining to vehicle movement must be respected; the site coordinator always has the final say on all vehicle movements. The vehicles may be instructed to use "Plywood Highways" to minimize the impact of the vehicle on the soil. These will be deployed by the site crew. Forklifts are on sites to unload the flatbeds.

3.2.3 Pick up from Site (all events)

As with the deliveries to site, an on-time arrival for pick up will ensure that operations run smoothly on site. The same degree of care while driving is expected. "Plywood Highways" may also be used. Forklifts are on site to load the flatbeds



3.2.4 Return to the warehouse (all events)

The flatbeds are returned to the warehouse to be unloaded, they are usually at the warehouse for a few days while getting unloaded and some may be unloaded right away so that the flatbed can return for more pickups.

3.2.5 Fuel Truck (all events)

The Fuel truck will be called upon to make deliveries to event sites. Deliveries are made directly to event sites and are usually prescheduled so that the truck may do the rounds of the different sites. The fuel truck may be called upon for other events and at other locations; PCH will ensure access is pre-cleared prior to arrival, if necessary.

3.2.6 Water Truck (all events)

The water truck will be called upon to make deliveries on an on-call basis. Deliveries are made directly to event sites and are usually prescheduled so that the truck may do the rounds of the different sites. The water truck may be called upon for other events and at other locations; PCH will ensure access is pre-cleared prior to arrival if necessary.

3.2.7 Other Requirements

The Contractor may be called upon to move equipment from one site to another, not limited to the NCR. An acceptable vehicle based on the requirement will be requested from the Contractor. The Contractor may also be called upon to offer driving services with their own tractor, to move third party equipment. These needs are based on the event requirements and cannot be pre-determined for the purpose of this SOW.

4 Specifications and Standards

4.1 The Contractor will supply several types of equipment as follows:

- a. Flatbed trailers 48' -53'
- b. Dry box trailers 48' -53'
- c. Refrigerated trailers 48' -53'
- d. Tilt and Load flatbed
- e. 5-ton cube truck
- f. 5-ton refrigerated truck, comes with Tommy lift

4.2 The Contractor will supply several types of operators as follows:

- a. Tractor/Rig operators
- b. Tilt and Load flatbed operator



- c. Labour to assist in securing loads

4.3 The expected quantities of equipment are as follows:

	Winterlude	Canada Day
<u>Trailers</u>		
Flatbed trailers 48' – 53'	Up to 4	Up to 4
Dry box trailers 48' -53'	Up to 2	Up to 8
Refrigerated trailers 48' -53'	2	0
Refrigerated trailer (pup reefer)	3	3
minimum 24'		
Tilt and Load flatbed	(8 deliveries)	(8 deliveries)
<u>Trucks and other</u>		
5-ton cube truck	1	1
5-ton reefer truck / Tommy lift (24-28ft)	1	0
Water truck, minimum 5000 litres, 25' long hoses.	0	0
Fuel truck, minimum 480 litres, 10'long hoses	1	1

4.4 The expected quantities of hours for operators are as follows:

	Winterlude	Canada Day
Tractor/Rig operator	60hrs	60hrs
General labour (Assist in securing loads and Unloading)	24hrs	24hrs

5 Work Location and Access Restrictions

Although the services described in this SOW may be required for a variety of different events and sites, the main events and sites are the following:

Canada Day (mid-June to mid-July) and Winterlude (January to end of February)

1. Gatineau, Quebec

- a. Jacques Cartier Park
- b. Canadian Museum of History
- c. Other sites as required



2. Ottawa, Ontario

- a. Lebreton Flats
- b. Confederation Park
- c. Sapper's Bridge
- d. Major's Hill Park
- e. Parliament Hill
- f. War Memorial
- g. Rideau Canal Skateway
- h. 84 Bayview Station Road, the Warehouse
- i. National Capital Commission Warehouse on Woodroffe Avenue
- j. Other sites as required

6 Project Management Control Procedures

A schedule will be given to the contractor with the known needs at least two weeks in advance of the requirements.

6.1 Change Management Procedures

New requirements that are to be added to an existing contract shall be priced as per the basis of payment. The initial contract call-up pricing sheet shall be updated for each amendment.

6.1.1 Changes initiated by PCH

- a. Identification of the revised requirement by PCH
- b. PCH will communicate new requirement to Contractor as soon as possible
- c. PCH will request feasibility and revised quote from the Contractor for the revised requirement
- d. If quote does not affect the total cost of the Call up against the Standing Offer, the Contractor will be given a go to proceed as soon as possible
- e. If revised quote changes the total above the call-up, PCH will need to go through internal processes to increase the value of the call-up
- f. Once the amendment is processed, PCH will issue an approval to proceed with the revised requirement



- g. The Contractor must inform PCH of any changes to the schedule that the revised requirements may incur.

6.1.2 Changes initiated by the Contractor

- a. Identification of the required change by the Contractor
- b. Contractor must communicate required change to PCH
- c. Contractor must identify the issues leading to the change
- d. Contractor must identify steps to remedy the issue
- e. Contractor must identify costs, if any, to remedy the issue
- f. Contractor must identify schedule impacts of the issue on all dependencies
- g. Contractor must provide revised quote for remedy
- h. PCH will provide a decision on remedy solution as soon as possible
- i. PCH may ask for a different or modified solution based on the Contractor's proposed remedy solution
- j. If the change is required due to a fault of the Contractor or its suppliers PCH will not incur additional charges
- k. If the change is required through no fault of the Contractor, the Contractor must submit the revised quote for an amendment to the call-up
- l. PCH will issue an approval to proceed as soon as the amendment to the call-up is processed.

7 PCH's Obligations

7.1 The PCH Technical Authority will:

- a. Review initial event requirements with the logistical team to assess all requirements
- b. Provide the Contractor with a detailed scope of work at least 60 days before the start of work, whenever possible.
- c. Review final event requirements
- d. Provide the final requirements and schedule to the Contractor 10 working days prior to the start of the event, whenever possible.

For Winterlude, PCH will confirm the removal schedule at least 5 days prior to the start of dismantling. For Canada Day, the delivery and pick up schedule will be amalgamated into one document. For any other requirements, the schedule will be sent to the Contractor as soon as it is possible to do so.



For fuel requirements, an initial delivery schedule will be sent to the Contractor at least 30 days before the start of the events (Winterlude and Canada Day). However, fuel delivery can be requested at any time on an on-call basis. For events other than Winterlude and Canada Day, PCH will endeavour to provide a schedule where it is possible to do so; however, fuel delivery could be requested at any time, during regular business hours and weekends on an on-call basis.

Last minute requests and changes are possible. Flexibility is expected from the contractor to accommodate these requirements.

7.2 PCH will:

- a. Provide specific event requirements and schedules to the Contractor in a timely manner.
- b. Provide access to the warehouse on Bayview Road in Ottawa, Ontario.
- c. Facilitate access to event sites.
- d. Facilitate access to secure areas, if required.
- e. Provide contact information of staff members responsible for coordinating activities for any given event.



ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

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

B.1 Price Adjustments

For all option years, prices will be adjusted annually by applying an economic indicator to the previous year's prices. The annual average of the percentage change in the Core Consumer Price Index (CPI), as published by the Bank of Canada, will be used to determine the prices for any option years exercised. The data used to calculate the annual average percentage change can be found at the following Bank of Canada webpage:

[Consumer Price Index, 2000 to Present - Bank of Canada](#)

The prices of the previous year will be multiplied by the “ % change” published for the twelve-month period preceding the Standing Offer anniversary date (for the following year) or the month preceding the month in which the option is exercised.

B.2 Firm all-inclusive Prices

During the period of the Standing Offer, for Work performed in accordance with any resulting call-up (contract) against the Standing Offer, the Contractor will be paid as specified below.

B.2.1 Initial Period of the Standing Offer

B.2.1.1 Year 1 (May 1, 2023, to April 30, 2024)

Item#	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
1. Equipment Requirements							
1	Flatbed trailer 48'-53'	Ea.	\$	\$	\$		
2	Drybox trailer 48'- 53'	Ea.	\$	\$	\$		



3	Refrigerated trailer 48'-53'	Ea.	\$	\$	\$	
4	Refrigerated Trailer(Pup Reefer) min, 24'	Ea.	\$	\$	\$	
5	Refrigerated Trailer/Hours of operation	Ea.	\$			
6	Tilt and load flatbed	Ea.	\$			
2. Trucks and others						
7	Pickup truck with tow hitch	Ea.	\$			
	KM included with Pick up truck		km			/km
8	5 ton truck	Ea.	\$	\$	\$	
	KM included with 5 ton truck		km	km	km	/km
9	5 ton refrigerated truck with tommy gate	Ea.	\$	\$	\$	
	KM included with 5 ton refrigerated truck		km	km	km	/km
3. Delivery/Shunt Services						
10	Shunt of trailer/flat bed	Ea.	\$			
11	Shunt Dry Box trailer	Ea.	\$			
12	Shunt refrigerated trailer	Ea.	\$			
13	Shunt refrigerated	Ea.	\$			



	trailer(Pup Reefer)							
14	Shunt/Sea Container	Ea	\$					
15	Fuel Truck	Ea	\$				Initial cost per delivery. Fuel charged separately at cost.	
16	Fuel Truck	Ea	\$				Subsequent, contiguous deliveries/same day/different site. Fuel charged separately at cost.	
17	Water Truck	Ea	\$	Initial Cost per delivery only.				
18	Water Truck	Ea	\$	Subsequent, contiguous deliveries/same day/different site.				
4. Inter-city Driver cost. Vehicle costs based on above rates								
19	Ottawa- Greater Montreal Area	Ea.	Cost per round trip	\$				
20	Ottawa- Greater Toronto Area	Ea.	Cost per round trip	\$				
21	Ottawa- Greater Quebec City Area	Ea.	Cost per round trip	\$				
5. Operators and Labour								
22	Tractor/Rig Operator	Ea.	\$ /Hr	Minimum charge	/Hrs			
23	General Labourer	Ea.	\$ /Hr	Minimum charge	/Hrs			



B.2.1.2 Year 2 (May 1, 2024, to April 30, 2025)

Item #	Description	Qty	(A) /Day	(B) /Week	(C) /Month	(D) Other	(E) additional \$ per Km
1. Equipment Requirements							
1	Flatbed trailer 48'-53'	Ea.	\$	\$	\$		
2	Drybox trailer 48'-53'	Ea.	\$	\$	\$		
3	Refrigerated trailer 48'-53'	Ea.	\$	\$	\$		
4	Refrigerated Trailer(Pup Reefer) min, 24'	Ea.	\$	\$	\$		
5	Refrigerated Trailer/Hours of operation	Ea.	\$				
6	Tilt and load flatbed	Ea.	\$				
2. Trucks and others							
7	Pickup truck with tow hitch	Ea.	\$				
	KM included with Pick up truck		km				/km
8	5 ton truck	Ea.	\$	\$	\$		
	KM included with 5 ton truck		km	km	km		/km
9	5 ton refrigerated truck with tommy gate	Ea.	\$	\$	\$		
	KM included with 5 ton refrigerated truck		km	km	km		/km



3. Delivery/Shunt Services						
10	Shunt of trailer/flat bed	Ea.	\$			
11	Shunt Dry Box trailer	Ea	\$			
12	Shunt refrigerated trailer	Ea	\$			
13	Shunt refrigerated trailer(Pup Reefer)	Ea	\$			
14	Shunt/Sea Container	Ea	\$			
15	Fuel Truck	Ea	\$	Initial cost per delivery. Fuel charged separately at cost.		
16	Fuel Truck	Ea	\$	Subsequent, contiguous deliveries/same day/different site. Fuel charged separately at cost.		
17	Water Truck	Ea	\$	Initial Cost per delivery only.		
18	Water Truck	Ea	\$	Subsequent, contiguous deliveries/same day/different site.		
4. Inter-city Driver cost. Vehicle costs based on above rates						
19	Ottawa- Greater Montreal Area	Ea.	Cost per round trip	\$		
20	Ottawa- Greater Toronto Area	Ea.	Cost per round trip	\$		
21	Ottawa- Greater Quebec City Area	Ea.	Cost per round trip	\$		
5. Operators and Labour						
22	Tractor/Rig Operator	Ea.	\$ /Hr	Minimum charge	/Hrs	
23	General Labourer	Ea.	\$ /Hr	Minimum charge	/Hrs	



B.2.2 Option Periods

This section is only applicable if the option to extend the Standing Offer is exercised by Canada.

During the extended period of the Standing Offer, the Offeror will be paid as specified below to perform all the Work in relation to the Standing Offer extension.

B.2.2.1 Option Period 1 (May 1, 2025, to April 30, 2026)

Pricing table to be amended during the month prior to the end of Year 2 and in accordance with the paragraph entitled Price Adjustment

B.2.2.2 Option Period 2 (May 1, 2026, to April 30, 2027)

Pricing table to be amended during the month prior to the end of Year 3 and in accordance with the paragraph entitled Price Adjustment



ANNEX C – INSURANCE REQUIREMENTS

C.1 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation [WSIB] or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would



otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability—Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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



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

C.2 AUTOMOBILE LIABILITY INSURANCE

1. The Contractor must obtain Automobile Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability—\$5,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits—all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. 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.

C.3 ALL RISK IN TRANSIT INSURANCE

1. The Contractor must obtain on the Government's Property and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$2,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority at least thirty (30) days prior written notice of any policy cancellation or any changes to the insurance policy.



- b. Loss Payee: Canada as its interest appears or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canadian Heritage and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



ANNEX D – FORM 942: CALL UP AGAINST A STANDING OFFER

CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSEQUENTE A UNE OFFRE PERMANENTE

Page: 1

Ter - A. Name of Standing Offer Holder Address of Standing Offer Holder		FST N° - N° de TPS As per standing offer Selon l'offre permanente Standing offer/SA No. - N° d'offre permanente/AMA Standing Offer Number 4600XXXX		Contact - Personne-ressource Name of Contracting Authority Contracting Authority's Telephone Number		Email - Courriel Contracting Authority's Email Address		Order No. N° de la commande 46XXXXXX	
Vendor # - N° fournisseur XXXXXX		OA # - N° CC		Contact - Personne-ressource Name of Contracting Authority Contracting Authority's Telephone Number		Email - Courriel Contracting Authority's Email Address		Order No. N° de la commande 46XXXXXX	
Vendor # - N° fournisseur XXXXXX		Contact Name - Nom du contact Offeror's Contact		Standing Offer Number 4600XXXX		Contracting Authority's Telephone Number		Contacting Authority's Email Address	
Item No. No. Poste		Description Description		U of I U de D		Quantity Quantité		Unit Price Prix unitaire	
00010		-Description of Requirement Details of Requirement / Reference to attached documents (if applicable)		U of I U de D		Quantity Quantité		Unit Price Prix unitaire	
Financial Codes Codage financier 1350 - XXXXX - XXXX - XXXXX - XXXXX - XXXXXXXX - XXXX - XXXX		Amount Montant		U of I U de D		Quantity Quantité		Unit Price Prix unitaire	
Delivery Address - Adresse de livraison CANADIAN HERITAGE K1A 0M5 GATINEAU		Invoicing address - Adresse de facturation See Delivery Address / Voir adresse de livraison		FOB - FAB		Amount before tax T. taxes - T. taxes / CAD Amount of tax T. Amount - Montant T. / CAD Total including taxes		Order No. N° de la commande 46XXXXXX	
Special Instructions - Instructions spéciales 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 To the Supplier: Your standing offer referred to above is hereby accepted 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 priés 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.		Signature of authorized individual Name of authorized individual Date of signature		Signature of authorized individual Name of authorized individual Date of signature		Signature of authorized individual Name of authorized individual Date of signature		Signature of authorized individual Name of authorized individual Date of signature	