



## CANADIAN HERITAGE REQUEST FOR STANDING OFFERS

<b>Title</b>	Rental of Equipment, Machinery and Tools
<b>Request for Standing Offer Number</b>	10222547
<b>Request for Standing Offer Date</b>	2023-04-05
<b>Request for Standing Offer closing date and time</b>	2023-05-02 14:00 EDT
<b>Standing Offer Authority</b>	Nicole Sabourin Canadian Heritage <a href="mailto:contrats-contracting@pch.gc.ca">contrats-contracting@pch.gc.ca</a>

**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.

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

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



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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, 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;<br><br>Attachment 1 to Part 4: Mandatory Criteria<br>Attachment 2 to Part 4: Example of Requirement for Financial Evaluation ( <i>under a separate cover</i> ) |
| Part 5   | Certifications and Additional Information: includes the certifications and additional information to be provided;<br><br>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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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: | Security Requirements Checklist   |
| Annex D: | Insurance Requirements  |
| Annex E: | Form 942 – Call up Against a Standing Offer   |

## 1.2 Summary

Canadian Heritage's (PCH) Capital Experience Branch, as part of its mandate, produces major events which include Canada Day, Winterlude, Winter Lights Across Canada and other events annually. To support these productions and all its operations, PCH requires different types of equipment, machinery, and tools from time to time on an as-and-when-required basis. PCH is seeking the services of Offerors who can fulfil the rental of equipment, machinery and tools for such events. PCH may award up to two Standing Offers for a period of two (2) years with the possibility of extending the Standing Offers for an additional two (2) one (1) year periods.

## 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](#) 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 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.

## 1.5 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](http://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” appears 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 ninety (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](mailto: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](mailto: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.

## PART 3 – OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

PCH will only accept offers by e-mail at [contrats-contracting@pch.gc.ca](mailto: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: Mandatory and Financial Offer  
Section II: Certifications  
Section III: Additional Information

#### **Section I: Mandatory and Financial Offer**

Offerors must submit their financial offer in accordance with the mandatory criteria described in Attachment 1 to Part 4: Mandatory Criteria of the RFSO. All pricing must be provided in Annex B, Basis of Payment. The financial evaluation will be conducted in accordance with – Attachment 2 to Part 4 and is to be used solely by the Standing Offer Authority for financial evaluation purposes only.

#### **Section II: Certification**

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

#### **Section III: 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 mandatory 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 Basis of Payment at Annex B. The Offer price for evaluation purposes will be determined in accordance with Attachment 2 to Part 4 (Example of Requirement for Financial Evaluation) and is to be used solely by the Standing Offer Authority.

### **4.2 Basis of Selection**

#### **4.2.1 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(s) with the lowest evaluated price will be recommended for issuance of a standing offer.



#### **4.2.2 Order of Ranking**

The responsive offers will be ranked in descending order of price. Of the responsive offers in descending order of price, up to two (2) offers will be recommended for issuance of a Standing Offer.



## ATTACHMENT 1 TO PART 4 – MANDATORY CRITERIA

Offers will be evaluated in accordance with the Mandatory Criteria detailed below.

Description		Met	Not Met
MC1	The Offeror must provide all-inclusive rates, for each column, of <b><i>all items</i></b> , indicated in <b><i>Bold Italic</i></b> at Annex “B”, Basis of Payment.		



## **ATTACHMENT 2 TO PART 4 – EXAMPLE OF REQUIREMENTS FOR FINANCIAL EVALUATION (UNDER A SEPARATE COVER)**

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 Basis of Payment at Annex B.

The total offer price for evaluation purposes will be determined in accordance with Attachment 2 to Part 4 (under a separate cover)

**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 initial Standing Offer period. 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.



## 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 \(tpsgc-pwgsc.gc.ca\)](#) 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.

**Instruction to bidders:** 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.

<b>Offeror’s Operational Name</b> (If different from Legal Name specified on page 1 of this document)	
<b>Offeror’s <u>Business Number</u></b>	
<b>Offeror’s GST/HST/QST/other Tax Number</b>	
<b>Tax rate to be charged on any call-up against the Standing Offer</b>	Specify percentage _____ %
<b>Jurisdiction of Standing Offer Agreement and any resulting Contract:</b> 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)	
<b>Former Public Servant</b>  (See full clause in Part 2, article 2.4)	<p>1) Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>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?</p> <p>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>
<b>Integrity Provisions – Declaration</b>  (See full text in Part 5, articles 5.1.1)	<b>Integrity Declaration Form</b> An Integrity declaration form must be submitted when one or more of the following conditions apply: <ol style="list-style-type: none"> <li>the supplier has, in the past three years, been charged with or convicted of one of the offences listed in the <i>Ineligibility and Suspension Policy</i> (the “policy”); and/or</li> </ol>



	<ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>4. the supplier is unable to provide any of the certifications required by the <a href="#">Integrity provisions</a></li> </ol> <p>Click <a href="#">here</a> to complete the form and instructions for its submittal.</p>
<p><b>Integrity Provisions – Required Documentation</b></p> <p>(See full text in Part 5, articles 5.2.1)</p>	<p><b>List of names for integrity verification form</b></p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> 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"> <li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li> <li>- Privately owned corporations must provide a list of the owners’ names</li> <li>- 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</li> <li>- Suppliers that are a partnership do not need to provide a list of names</li> </ul> <p>Suppliers may use this <a href="#">form</a> 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><b>Signature of Authorized Representative of the Offeror</b></p>	
<p><b>Date</b></p>	



## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

During the term of the Standing Offer, including the option years, 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 D.

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

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

#### 7.2 Security Requirements

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

#### 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 against the Standing Offer is from September 1, 2023, to August 31, 2025.

##### 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 one (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.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Nicole Sabourin  
Procurement and Contract Specialist  
Canadian Heritage - Contracting and Materiel Management Directorate  
15 Eddy Street, 9th Floor  
Gatineau, QC K1A 0M5  
E-mail: [contrats-contracting@pch.gc.ca](mailto: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 issuance of a 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 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Technical 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 Call-up. Technical matter may be

discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority in any resulting call-up against the Standing Offer or Standing Offer Authority.

#### 7.5.4 Offeror's Representative

*(to be completed at issuance of a 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 (SO) 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 SO apply to every Call-up made under this SO.
- d) **Multiple SOs:** The Offeror acknowledges that multiple SOs may be issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the call-up process described below.
- e) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this Standing Offer outlined below.
- f) **Ranking and Methodology for Multiple SOs:** If more than one SO is authorized for use the following ranking methodology and call-up procedures will be used:



## Multiple Standing Offers - Right of First Refusal:

The call-up procedures require that when a requirement is identified, the Identified User will contact the highest-ranked Offeror with an Availability Confirmation Request to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its SO. If that Offeror is unable to meet the requirement, the Identified User will contact the next ranked Offeror. The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the “right of first refusal” basis. When the highest ranked Offeror is unable to fulfill the need, the Identified User is required to document its file appropriately.

For efficiency purposes, Identified Users may send their Availability Confirmation Request to more than one Offeror at once. In no circumstances, however, must the Identified User skip over the highest ranked Offeror during the process (i.e. the Identified User is not permitted to simply invite the Offeror listed in ranking position 2, without inviting Offeror in ranking position 1).

If no Offeror in the ranking can supply the required services, Canada reserves the right to acquire the services by other means.

Two (2) Standing Offers were issued as a result of PCH Request for Standing Offers 10222547. The Offerors' order of ranking is as follows:

Ranked 1<sup>st</sup>: [To be provided at issuance of Standing Offer](#)

Ranked 2<sup>nd</sup>: [To be provided at issuance of Standing Offer](#)

## 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 E).





## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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, Security Requirements Check List;
- h) Annex D, Insurance Requirements; and
- i) the Offeror's offer dated \_\_\_\_\_. (To be provided at issuance of Standing Offer)

## 7.12 Certifications and Additional Information

### 7.12.1 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.

## 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (To be provided at issuance of Standing Offer)



## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010C (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 All-Inclusive Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm all-inclusive prices, as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **7.4.2 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; and
- c. the Work delivered has been accepted by Canada.

### **7.4.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

## **7.5 Invoicing Instructions**

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

Invoices must be distributed as follows:

- a. 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 D. 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

Rental of equipment, machinery and tools

### 2. Introduction

Canadian Heritage's (PCH) Capital Experience Branch, as part of its mandate, produces major events which include Canada Day, Winterlude, Winter Lights Across Canada and other events annually. To support these productions and all its operations, PCH requires different types of equipment, machinery, and tools on an as-and-when-required basis.

### 3. Specific Scope of the Requirement

Equipment, machinery and tool rental requirements are event and site specific. Every event could have various sites and locations where equipment, machinery and tools are required.

The dates of the events include but are not limited to the following (dates and duration of events are also subject to change):

#### **Initial Period of Standing Offer:**

Winter Lights Across Canada 2023 – 1<sup>st</sup> week of December 2023

Winterlude 2024 – February 2, 2024, to February 19, 2024

Canada Day 2024 – July 1, 2024

Winter Lights Across Canada 2024 – 1<sup>st</sup> week of December 2024

Winterlude 2025 – February 3 to February 20, 2025

Canada Day 2025 – July 1, 2025

#### **Option Period 1 (if and when exercised):**

Winter Lights Across Canada 2025 – 1<sup>st</sup> week of December 2025

Winterlude 2026 – February 2 to February 19, 2026 (TBC)

Canada Day 2026 – July 1, 2026

#### **Option Period 2 (if and when exercised)**

Winter Lights Across Canada 2026– 1<sup>st</sup> week of December 2026

Winterlude 2027 – February 1 to February 18, 2027 (TBC)

Canada Day 2027 – July 1, 2027

The rental period of the equipment, machinery and tools ranges from one (1) day to over one (1) month, depending on the event requirement and location.



#### 4. Objectives of the Requirement

For each event or requirement, PCH will establish a list of specific equipment, machinery and tools. Once confirmed, the Contractor(s) will:

- Provide equipment, machinery and tools in good working order;
- Provide delivery and pick up according to the established schedules;
  - Occasional delivery and pick-up may be required outside of normal business hours (Monday to Friday, 7:00 a.m. to 5:00 p.m.), on weekdays, on weekends, and on statutory holidays (such as July 2), in addition to delivery and pick-up during normal business hours from Monday to Friday, 7:00 a.m. to 5:00 p.m.
- Provide 24hr emergency contact information (phone number as a minimum) for each event;
- Provide onsite service within sixty (60) minutes of receiving an emergency call;
- Provide onsite service within less than four (4) hours of receiving a service call.

The example of typical requirements for the three (3) major events can be found in Attachment 2 to Part 4.

The three (3) main events are as follows:

##### **Winterlude**

Winterlude celebrates the joys of winter with three fun-filled weeks in February. Canada's favourite winter activities are featured across Ottawa and Gatineau at this annual event.

*Equipment rental period is an average of 30 days. (See Attachment 2 to Part 4 for estimated requirements).*

##### **Canada Day**

On July 1, the Capital comes alive with entertainment, on stage and in the street, concerts and other memorable activities for the whole family. Hundreds of thousands of Canadians get together on the various sites to celebrate Canada's birthday.

*Equipment rental period is an average of 15-20 days. (See Attachment 2 to Part 4 for estimated requirements).*

##### **Winter Lights Across Canada**

During the first week of December, the Winter Lights Across Canada program will kick off in the nation's capital.

*Equipment rental period is an average of 5-7 days. (See Attachment 2 to Part 4 for estimated requirements).*



## 5. Requirements

The rental equipment, machinery and tools shall be delivered and picked up according to a pre-established schedule that will be provided to the Contractor(s) prior to every event.

The required equipment, machinery and tools include, but are not limited, to the following:

### Lighting and electrical:

- Tower lights: 4 x 1000W, diesel generator, 30' telescoping/360-degree rotation mast
- Spotlight: single 500W, electric portable light, 10' max height, pedestal stand
- Spotlight: 2 x 500W, electric portable light, 10' max height, pedestal stand
- Spotlight: 4 x 500W, electric portable light, 10' max height, pedestal stand
- Spotlight: 1,000W, electric portable light, 10' max height, pedestal stand or on wheels
- Balloon light: 1000W, electric portable light, pedestal stand
- Balloon light: 1,600W, electric portable light, cart mount
- Inflatable tower light: 875W, 7 ft. high, electric light
- Inflatable tower light: 875W, 15 ft. high, electric light

### Heaters and fans:

- Propane heater: 20,000 BTU infrared heater
- Propane heater: 30,000 BTU infrared heater
- Propane heater: 35,000 BTU infrared heater
- Propane heater: 60,000 BTU infrared heater
- Gas heater: 350,000 BTU indirect oil heater
- Gas heater: 400,000 BTU indirect oil heater
- Canvas heater duct 12'
- Electric heater: 9,000W, 220V
- Electric heater: 15KW
- Electric heater: 20KW
- Electric heater: 30KW
- Pedestal fan: 110V, 3 speed
- Fan: 20 inches, 110V
- Fan: 36 inches, 110V
- Fan: 42 inches, 110V

### Forklifts, aerial lifts, and all-terrain vehicles:

- Aerial work platforms (vertical mast lift): 20 ft. platform height, min. 350lbs capacity, electric or push around
- Aerial work platforms (vertical mast lift): 25 ft. platform height, min. 350lbs capacity, electric or push around





- Aerial work platforms (vertical mast lift): 40 ft. platform height, min. 350lbs capacity, electric or push around
- Aerial work platforms (vertical mast lift): 48 ft. platform height, min. 350lbs capacity, electric or push around
- Scissor lift: 4x4/4WD, 27 ft. working height, min. 1,000lbs capacity
- Scissor lift: 4x4/4WD, 35 ft. working height, min. 1,000lbs capacity
- Scissor lift: 4x4/4WD, 40 ft. working height, min. 1,000lbs capacity
- Scissor lift: 4x4/4WD, 49 ft. working height, min. 1,000lbs capacity
- Scissor lift: 4x4/4WD, 56 ft. working height, min. 1,000lbs capacity
- Scissor lift: 4x4/4WD, 60 ft. working height, min. 1,000lbs capacity
- Articulated boom lift: 4x4/4WD, 34 ft. reach, min 500lbs capacity
- Articulated boom lift: 4x4/4WD, 45 ft. reach, min 500lbs capacity
- Articulated boom lift: 4x4/4WD, 60 ft. reach, min 500lbs capacity
- Articulated boom lift: 4x4/4WD, 80 ft. reach, min 500lbs capacity
- Articulated boom lift: 4x4/4WD, 125 ft. reach, min 500lbs capacity
- Articulated boom lift: 4x4/4WD, 135 ft. reach, min 500lbs capacity
- Rough terrain forklift: 4WD/AWD, 6,000lbs capacity, 11 ft. to 20 ft. lift height, fully enclosed cab
- Rough terrain forklift: 4WD/AWD, 8,000lbs capacity, 15 ft. to 25 ft. lift height, fully enclosed cab
- Rough terrain forklift: 4WD/AWD, 10,000lbs capacity, 15 ft. to 25 ft. lift height, fully enclosed cab
- Telescopic forklift/variable reach forklift: 6,000lbs capacity, 40' to 49' lift height, fully enclosed cab
- Telescopic forklift/variable reach forklift: 7,000lbs capacity, 40' to 49' lift height, fully enclosed cab
- Telescopic forklift/variable reach forklift: 8,000lbs capacity, 40' to 49' lift height, fully enclosed cab
- Telescopic forklift/variable reach forklift: 9,000lbs capacity, 40' to 45' lift height, fully enclosed cab
- Forklift: fork extensions, minimum 5 ft.
- ATV/UTV/RTV, fully enclosed cab (winter use)
- ATV/UTV/RTV, open cab with solid roof (summer use)
- Trailer: Utility type trailer for ATV/UTV/RTV with a capacity of 2 000 lbs minimum
- Snow removal: push around gas powered snow blower

#### **Scaffolding, ladders, and material handling:**

- Frame scaffold, 5 ft. x7 ft., c/w wagon wheels
- 'Baker' type scaffold, rolling 30"x72"
- Scaffold cross bars
- Scaffold decks
- Scaffold frame 5'
- Scaffold frame 10'
- Scaffold railing 5'



- Scaffold railing 10'
- Scaffold railing posts
- Scaffold wagon
- Pallet truck (jigger): 27 in. forks, 5,500lbs capacity
- Material Lifts (SL-12 or equivalent): 350lbs lift capacity, 12 ft. lifting height, 22 in. fork length
- Material Lifts (SL-18 or equivalent): 350lbs lift capacity, 18 ft. lifting height, 24 in. fork length
- Ladder: 12 ft. height, fibreglass (Grade 1 or Grade 1A)
- Ladder: 16 ft. height, fibreglass (Grade 1 or Grade 1A)
- Ladder: 20 ft. height fibreglass (Grade 1 or Grade 1A)
- Ladder: 24 ft. height, fibreglass (Grade 1 or Grade 1A)
- Step ladder: 6 ft. height fibreglass (Grade 1 or Grade 1A)
- Step ladder: 8 ft. height, fibreglass (Grade 1 or Grade 1A)
- Step ladder: 10 ft. height, fibreglass
- Loading ramp: 12 ft. length, minimum 1,200 lbs capacity
- Magnetic sweeper, push-around, minimum 24" width

Any other equipment from the Offeror's inventory that is not listed in this Agreement may also be rented. If-and-when required, PCH will request a list of the Offeror's full inventory with discounted pricing on items not listed in the Basis of Payment. Such equipment may include, but is not limited to the equipment listed below:

- Skid steers
- Moving and handling equipment
- Pressure washer and pumps
- Generators
- Security equipment
- Hand tools and electric tools
- Traffic control and safety equipment

## 6. Specifications and Standards

The Offeror(s) shall:

1. provide tools, equipment, machinery and all personnel required to transport and service (if required) the equipment;
2. provide Material Safety Data Sheets (MSDS) of all hazardous material subject to be used on any site within the terms of this Standing Offer;
3. provide an operation's manual and, when applicable, an inspection log of the rented unit; all equipment delivered to any event site shall bear a tag demonstrating it has been inspected prior to delivery and meets manufacturer standards. The date of the inspection must appear on each tag;



4. drive safely on all sites and ensure that all emergency lights are operating and the back-up alarm sounds when reversing the vehicle. The driver must yield to pedestrians and members of the public;
5. make diligent use of event vehicle passes and comply with all rules thereto;
6. be able to respond to service calls within less than four (4) hours at all times and at any hour for the duration of the call-up including after normal business hours, on weekends and statutory holidays;
7. be able to respond to emergency calls within sixty (60) minutes at all times and at any hour for the duration of the call-up including after normal business hours, on weekends and statutory holidays;
8. comply with the specific access rules for each of the various sites and communicate in advance with the site logistics coordinator prior to delivering equipment;
9. provide machinery and/or motorized equipment which has less than 2,000 hours of operation time;
10. provide service 24 hours a day and 7 days a week in order to respond to emergency and service calls; and,
11. provide telescopic forklifts that are JCB (Joseph Cyril Bamford) or equivalent.

The different sites for each of the main events are the following (but not limited to):

Canada Day:

- A. ZIBI, place des festivals, QC
- B. LeBreton flats, ON
- C. Canadian Museum of History, QC
- D. Major's Hill Park, ON
- E. Parliament Hill, ON
- F. Downtown Ottawa, ON

Winterlude:

- A. Jacques Cartier Park, QC
- B. Confederation Park, ON
- C. Canadian Museum of History, QC
- D. Sparks Streets Mall, ON
- E. Marion Dewar Plaza, ON
- F. Rideau Canal Skateway (RCS), ON
- G. PCH Warehouse, ON (Bayview)
- H. Downtown Ottawa, ON

Winter Lights Across Canada:

- A. Downtown Ottawa, ON



## **Site specifications:**

If there is a requirement to deliver to Parliament Hill, the Offeror(s) will have to provide PCH with relevant vehicle information such as vehicle type and model, licence plate number, drivers' names and time of entry at least 48 hours before the access is required. This information will be forwarded to the appropriate authorities in order to permit access.

## **7. Technical, Operational and Organizational Environment**

The Offeror shall provide equipment that is clean and in good working condition as per the manufacturers' specifications. This includes the vehicles that are to be used for deliveries and services.

The Contractor is also expected to work on variable schedules and in large crowds. Safety must remain a priority for all deliveries or maintenance services provided on the different events sites.

During events, some streets in the surroundings of the sites are closed to traffic. The Offeror will receive a pass to have access within street closures for the purpose of the work related to this contract only.

## **8. Change Management Procedures**

Quantities shown in Attachment 2 to Part 4 are based on previous event requirements. These figures are therefore subject to change and are provided solely for information and evaluation purposes.

## **9. Safety and Special Requirements**

### **9.1 Safety Requirements**

Any Offeror working with PCH shall comply with all federal, provincial and municipal legislation and regulations concerning occupational health and safety. In the event of a discrepancy between any of said legislation or regulations regarding the same topic, the most stringent of the provisions shall apply.

The Offeror(s) acknowledges that some work sites, or delivery sites may be considered construction sites according to federal, provincial and municipal legislation and regulations, and that, as such, the Offeror(s) is (are) bound to apply the occupational health and safety legislation and regulation that apply to the construction industry.

The Offeror(s) is (are) responsible for all expenses related to compliance with federal, provincial and municipal occupational health and safety legislation and regulations (including those provisions that apply to the construction industry).

<https://www.ontario.ca/document/guide-occupational-health-and-safety-act>

[Home | Commission des normes de l'équité de la santé et de la sécurité du travail - CNESST \(gouv.qc.ca\)](#)

## 9.2 Special Requirements

In the context of Canada Day, Public Services and Procurement Canada (PSPC) acts as the designed constructor of the site. Therefore, PSPC requires specific documentation from all PCH contractors.

The following documents will be required from the Offeror(s) at least 4 weeks before any work (or delivery) is done for Canada Day. Up to date documents will have to be supplied for every year of the Agreement:

- WSIB Certificate (Or proof of coverage from private company)
- Commercial General Liability Insurance Certificate (minimum of 2 million)

Site specific information that could be required by PSPC:

- Offeror's Health and Safety Policy Statement
- Offeror's Health and Safety Program
- WHMIS & Fall Protection Cards (if applicable)
- Material Safety Data Sheets (MSDS) of all hazardous material subject to be used onsite within the terms of this Agreement
- Ministry of Labour Clearances (Form 1000, to be provided by PCH)
- Copies of Workers Trade Certificates/Competency Cards/Training
- Names and Date of Birth of all employees to be involved within the terms of this Agreement
- First Aid Certification Card (if applicable)

Upon request from PCH, the Offeror(s) must provide the following documentation required by the Ministry of Labour of Ontario:

- i. WSIB Certificate (Or proof of coverage from private company)
- ii. Commercial General Liability Insurance Certificate (minimum of 2 million)
- iii. Offeror's Health and Safety Policy Statement
- iv. Offeror's Health and Safety Program
- v. WHMIS & Fall Protection Cards (if applicable)
- vi. Material Safety Data Sheets (MSDS) of all hazardous material subject to be used onsite within the terms of this Agreement.



## ANNEX B – BASIS OF PAYMENT

The Offeror 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.

### Price Adjustments

If option period(s) is(are) exercised; beginning in option period 1 and applying to option period 2, 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 period 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.

### **INSTRUCTIONS TO OFFERORS\*:**

*The Offeror is asked to provide all-inclusive pricing in each rental rate column, for all the items they hold in their inventory, that are listed in the below table. Should the Offeror not hold a specific item in their inventory, they are to leave the item blank.*

*However, the Offeror **must** provide all-inclusive pricing in each rental rate column, for **all items** indicated in **Bold Italic**, which are subject to evaluation in Attachment 1 to Part 4.*

*If an Offeror does not have a specific item, that **isn't** listed in **Bold Italic** in their inventory, this will not exclude the Offeror from consideration for the issuance of a Standing Offer.*

***\*The Instructions to Offerors will be deleted upon issuance of Standing Offer***



## A. 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.

### A1. Initial Period of the Standing Offer (September 1, 2023, to August 31, 2025)

Item Number	Description of Item	Year	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
1	<b><i>Tower lights: 4 x 1000W, diesel generator</i></b>	<b><i>Year 1</i></b>			
		<b><i>Year 2</i></b>			
2	Spotlight, single 500W, portable, electric	Year 1			
		Year 2			
3	Spotlight, 2 x 500W, portable, electric	Year 1			
		Year 2			
4	Spotlight, 4 x 500W, portable, electric	Year 1			
		Year 2			
5	<b><i>Spotlight, single 1000W, portable, electric</i></b>	<b><i>Year 1</i></b>			
		<b><i>Year 2</i></b>			
6	Balloon light, 1000W, electric	Year 1			
		Year 2			
7	Balloon light, 1,600W, electric	Year 1			
		Year 2			
8	Inflatable tower light, 875W, electric, 7' height	Year 1			
		Year 2			



9	Inflatable tower light, 875W, electric, 15' height	Year 1			
		Year 2			
10	Gas heater, 350K BTU, indirect oil	Year 1			
		Year 2			
11	Gas heaters, 400K BTU, indirect oil	Year 1			
		Year 2			
12	Canvas heater duct, 12'	Year 1			
		Year 2			
13	Electric heater, 9000W	Year 1			
		Year 2			
14	Electric heater, 15KW	Year 1			
		Year 2			
15	Electric heater, 20KW	Year 1			
		Year 2			
16	Electric heater, 30KW	Year 1			
		Year 2			
17	Propane heater, 20,000 BTU infrared heat	Year 1			
		Year 2			
18	Propane heater, 30,000 BTU infrared heat	Year 1			
		Year 2			
19	<b>Propane heater, 35,000 BTU infrared heat</b>	<b>Year 1</b>			
		<b>Year 2</b>			
20	Propane heater, 60,000 BTU infrared heat	Year 1			
		Year 2			
21	<b>Pedestal fan</b>	<b>Year 1</b>			
		<b>Year 2</b>			





22	Fan, 20"	Year 1			
		Year 2			
23	Fan, 36"	Year 1			
		Year 2			
24	Fan, 42"	Year 1			
		Year 2			



25	<b>Aerial work platform (vertical mast lift), 20 ft. platform height, min. 350lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
26	Aerial work platform (vertical mast lift), 25 ft. platform height, min. 350lbs capacity	Year 1			
		Year 2			
27	<b>Aerial work platform (vertical mast lift), 40 ft. platform height, min. 350lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
28	Aerial work platform (vertical mast lift), 48 ft. platform height, min. 350lbs capacity	Year 1			
		Year 2			
29	Scissor lift, 4WD, 27 ft. working height, min. 1000lbs capacity	Year 1			
		Year 2			
30	Scissor lift, 4WD, 35 ft. working height, min. 1000lbs capacity	Year 1			
		Year 2			
31	Scissor lift, 4WD, 40 ft. working height, min. 1000lbs capacity	Year 1			
		Year 2			
32	<b>Scissor lift, 4WD, 49 ft. working height, min. 1000lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			



33	Scissor lift, 4WD, 56 ft. working height, min. 1000lbs capacity	Year 1			
		Year 2			
34	Scissor lift, 4WD, 60 ft. working height, min. 1000lbs capacity	Year 1			
		Year 2			
35	<b>Articulated boom lift, 4WD, 34 ft. reach, min. 500lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
36	<b>Articulated boom lift, 4WD, 45 ft. reach, min. 500lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
37	<b>Articulated boom lift, 4WD, 60 ft. reach, min. 500lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
38	<b>Articulated boom lift, 4WD, 80 ft. reach, min. 500lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
39	Articulated boom lift, 4WD, 125 ft. reach, min. 500lbs capacity	Year 1			
		Year 2			
40	Articulated boom lift, 4WD, 135 ft. reach, min. 500lbs capacity	Year 1			
		Year 2			
41	<b>Rough terrain forklift, 4WD, 6,000lbs capacity, 11' to 20' lift height, fully enclosed cab</b>	<b>Year 1</b>			
		<b>Year 2</b>			



42	Rough terrain forklift, 4WD, 8,000lbs capacity, 15' to 25' lift height, fully enclosed cab	Year 1			
		Year 2			
43	Rough terrain forklift, 4WD, 10,000lbs capacity, 15' to 25' lift height, fully enclosed cab	Year 1			
		Year 2			
44	<b>Telescopic forklift, 6,000lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
45	<b>Telescopic forklift, 8,000lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
46	Telescopic forklift, 9,000lbs capacity	Year 1			
		Year 2			
47	<b>Forklift fork extensions</b>	<b>Year 1</b>			
		<b>Year 2</b>			
48	<b>ATV/UTV/RTV, fully enclosed cab (winter use)</b>	<b>Year 1</b>			
		<b>Year 2</b>			
49	ATV/UTV/RTV, open cab with solid roof (summer use)	Year 1			
		Year 2			
50	<b>Utility trailer for ATV/UTV/RTV</b>	<b>Year 1</b>			
		<b>Year 2</b>			
51	Snow removal: snow blower	Year 1			
		Year 2			
52	<b>Frame scaffold, 5' x 7', c/w wagon wheels</b>	<b>Year 1</b>			
		<b>Year 2</b>			



53	<b>'Baker' type scaffold, rolling 30" x 72"</b>	<b>Year 1</b>			
		<b>Year 2</b>			
54	<b>Scaffold cross bar</b>	<b>Year 1</b>			
		<b>Year 2</b>			
55	<b>Scaffold deck</b>	<b>Year 1</b>			
		<b>Year 2</b>			
56	<b>Scaffold frame 5'</b>	<b>Year 1</b>			
		<b>Year 2</b>			
57	Scaffold frame 10'	Year 1			
		Year 2			
58	<b>Scaffold railing 5'</b>	<b>Year 1</b>			
		<b>Year 2</b>			
59	<b>Scaffold railing 10'</b>	<b>Year 1</b>			
		<b>Year 2</b>			
60	<b>Scaffold railing post</b>	<b>Year 1</b>			
		<b>Year 2</b>			
61	<b>Scaffold wagon</b>	<b>Year 1</b>			
		<b>Year 2</b>			
62	<b>Pallet truck (jigger): 27" forks, 5,500lbs capacity</b>	<b>Year 1</b>			
		<b>Year 2</b>			
63	<b>Material Lift (SL-12 or equivalent): 350lbs lift capacity, 12' lifting height, 22" fork length</b>	<b>Year 1</b>			
		<b>Year 2</b>			
64	<b>Material Lift (SL-18 or equivalent): 350lbs lift capacity, 18' lifting height, 24" fork length</b>	<b>Year 1</b>			
		<b>Year 2</b>			



65	Ladder, 12' height	Year 1			
		Year 2			
66	Ladder, 16' height	Year 1			
		Year 2			
67	Ladder, 20' height	Year 1			
		Year 2			
68	Ladder, 24' height	Year 1			
		Year 2			
69	Step ladder, 6' height	Year 1			
		Year 2			
70	Step ladder, 8' height	Year 1			
		Year 2			
71	Step ladder, 10' height	Year 1			
		Year 2			
72	<b>Step ladder, 12' height</b>	<b>Year 1</b>			
		<b>Year 2</b>			
73	<b>Loading ramp, 12' length</b>	<b>Year 1</b>			
		<b>Year 2</b>			
74	Magnetic sweeper	Year 1			
		Year 2			
75	Relocation of equipment from one site to another site within the same rental period for that equipment	Year 1			
		Year 2			

**A2. Occasional Delivery and Pick-Up Price (Initial Term of Standing Offer)**

Outside of normal business hours (7:00 a.m. to 5:00 p.m.) and weekends	\$
Statutory Holidays	\$



**A3. 4hr Response for Service Calls (Initial Term of Standing Offer)**

Service calls within less than four (4) hours outside of normal business hours (7:00 a.m. to 5:00 p.m.) and weekends	\$
Service calls within less than four (4) hours Statutory Holidays	\$

**A4. Option Period(s)**

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.

**A4.1 Option Period 1 (September 1, 2025, to August 31, 2026)**

*(All pricing tables to be amended during the month prior to the beginning of Option Period 1 and in accordance with the paragraph entitled Price Adjustment)*

**A4.2 Option Period 2 (September 1, 2026, to August 31, 2027)**

*(All pricing tables to be amended during the month prior to the end of Option Period 2 and in accordance with the paragraph entitled Price Adjustment)*



# ANNEX C – SECURITY REQUIREMENTS CHECKLIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité







Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : Access to Parliament Hill, grounds only - UNCLASSIFIED

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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

## ANNEX D – INSURANCE REQUIREMENTS

### 1. Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Canadian Heritage.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



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

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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



# ANNEX E – FORM 942: CALL UP AGAINST A STANDING OFFER

Page: 1

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

<b>Vendor # - N° fournisseur</b> XXXXXX <b>Contact Name - Nom du contact</b> Officer's Contact <b>Officer's Telephone Number</b> XXXXXX <b>Officer's Fax Number</b> XXXXXX		<b>Standing Offer Number</b> 4600XXXX <b>Standing Offer Number</b> 4600XXXX		<b>Contact - Personne-ressource</b> Name of Contracting Authority <b>Contacting Authority's Telephone Number</b> <b>Contacting Authority's Email Address</b>		<b>Order No. / N° de la commande</b> Call-Up Number 4600XXXX <b>Order date / Date de la commande</b> <b>Date of Call-up</b> <b>Date required - Demande pour le</b>	
<b>Name of Standing Offer Holder</b> Address of Standing Offer Holder <b>PSST N° - N° de TPS</b> As per standing offer Selon l'offre permanente <b>Standing Offer Number</b> 4600XXXX <b>OA # - N° CC</b> <b>Contact Name - Nom du contact</b> Officer's Contact <b>Officer's Telephone Number</b> XXXXXX <b>Officer's Fax Number</b> XXXXXX		<b>Standing Offer Number</b> 4600XXXX <b>Standing Offer Number</b> 4600XXXX		<b>Contact - Personne-ressource</b> Name of Contracting Authority <b>Contacting Authority's Telephone Number</b> <b>Contacting Authority's Email Address</b>		<b>Order No. / N° de la commande</b> Call-Up Number 4600XXXX <b>Order date / Date de la commande</b> <b>Date of Call-up</b> <b>Date required - Demande pour le</b>	
<b>Item No. / No. Poste</b> 00010 <b>Description / Description</b> -Description of Requirement / Reference to attached documents (if applicable)  Financial Codes Codage financier 1350 - XXXXX - XXXX - XXXX - XXXX - XXXX - XXXX - XXXX - XXXX XXXX - XXXX - XXXX - XXXX - XXXX - XXXX - XXXX - XXXX - XXXX Amount Montant		<b>U of I / U de D</b> <b>Quantity / Quantité</b> <b>Unit Price / Prix unitaire</b> <b>Disc / Esc.</b>		<b>Ext Price / Prix Calculé</b>		<b>FOB - FAB</b> Amount before tax T. taxes - T. taxes / CAD Amount of tax T. Amount - Montant T. / CAD Total including taxes	
<b>Delivery Address - Adresse de livraison</b> CANADIAN HERITAGE K1A 0M5 GATINEAU		<b>Invoicing address - Adresse de facturation</b> See Delivery Address / Voir adresse de livraison		<b>Terms of payment - Modalités de paiement</b> A/P Due 30 Days from Doc. Date Direct		<b>Signature of authorized individual</b>  <b>Name of authorized individual</b> Approved and signed for the Minister. Approuvé et signé pour le Ministre  <b>Signature of authorized individual</b>  <b>Name of authorized individual</b> Date of signature	
<b>Special Instructions - Instructions spéciales</b> <b>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 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. All invoices must include shipping, handling, packing, and delivery costs. All invoices 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 des autres conditions stipulés dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, conratissements et bordereaux d'emballage doivent tous porter le numéro de la demande.</b>							

