

CANADIAN HERITAGE

REQUEST FOR PROPOSALS

REQUEST NUMBER:	10180242
TITLE OF PROJECT:	Rental and Installation of Scaffolding Platforms and Structures
REQUEST DATE:	August 16, 2018
CLOSING DATE AND TIME:	September 26, 2018, 2:00 p.m., EDT
ADDRESS ALL ENQUIRIES:	Darquise LeBrun Contracting and Materiel Management Directorate Canadian Heritage (PCH) Tel: (819) 994-2111 E-mail: <u>PCH.contrats-contracting.PCH@canada.ca</u>

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex** "**A**". The services are to be performed on an "as and when required" basis from the date of issuance of the Standing Offer(s) to July 31, 2019. There is also a possibility of extending the period of the Standing Offer(s) for two (2) additional one (1) periods. PCH will issue up to two (2) Standing Offers for these services.

If you are interested in undertaking this project, your sealed offer, clearly indicating the title of the work and addressed to the undersigned will be received up to 14:00 hours, (2 p.m.) EDT: <u>September 26,</u> <u>2018,</u> at:

Mail room / Bid Receiving RFSO: 10180242 Attention: Darquise LeBrun 15 Eddy Street, 2nd Floor (15.2.C) Gatineau, Quebec K1A 0M5

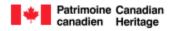
It is the Offeror's responsibility to ensure that their offers are delivered to the above noted tender address no later than the time and date specified.

Offerors submitting an offer are also requested to complete the Offer of Services attached at Annex "E".

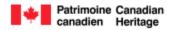


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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements and form 942 – Call-up against a Standing Offer.

1.2 Summary

The Department of Canadian Heritage is looking to establish up to two (2) Standing Offers from date of issuance of the Standing Offer(s) to July 31, 2019. There is also a possibility of extending the period of the Standing Offer(s) by up to two (2) additional one (1) year periods.

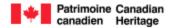
The objective of this Request for Standing Offer(s) is to find offerors that can provide the services of Rental and Installation of Scaffolding Platforms and Structures.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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

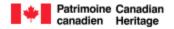
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Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

1.4 Debriefings

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The <u>2006 (2017-04-27)</u> Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to the Canadian Heritage (PCH) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by electronically or by facsimile to PCH will not be accepted.

2.3 Former Public Servant

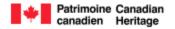
Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide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

Definitions

For the purposes of this clause,

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

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, R.S., 1985, c., F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:



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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

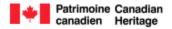
All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted electronically or by facsimile will not be accepted.

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

Section I: Technical Offer – Two (2) hard copies Section II: Financial Offer – One (1) hard copy Section III: Certifications – One (1) hard copy

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green</u> <u>Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

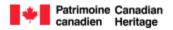
In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, the Basis of Payment.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

<u>MANDATORY EVALUATION CRITERIA</u>: To be deemed compliant, the bid must meet the mandatory evaluation criteria indicated below. Failure by the offeror to meet these mandatory evaluation criteria will result in the bid being deemed non-compliant and no further consideration will be given to it.

	Description	Met	Not Met	Bid Reference
M1	The offeror must demonstrate that it has at least five (5) years' experience in the field of delivering and installing temporary scaffolding platforms and structures in all seasons. The experience must include transportation, installation, maintenance, inspection and dismantling.			

4.2 Basis of Selection

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. The lowest evaluated price will be calculated in accordance with method outlined in Annex B, the Basis of Payment.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

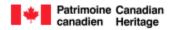
5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada-Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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.



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
- 3. For additional information on security requirements, offerors should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

6.2 Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

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

A7.1 Offer

A7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

A7.2 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

- A.7.2.1 The Contractor/Offeror personnel requiring access to sensitive work site(s) much EACH hold a valid **SITE ACCESS STATUS**, granted or approved by PCH.
- A7.2.2 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of PCH.
- A7.2.3 The Contractor/Offeror must comply with the provisions of the: a. Security Requirements Check List; attached at Annex C.

A7.3 Standard Clauses and Conditions

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

A7.3.1 General Conditions

<u>2005</u> (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

A7.4 Term of Standing Offer

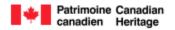
A7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of issuance of the Standing Offer to July 31, 2019 inclusive.

A7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) 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.



A7.5 Authorities

A7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Darquise LeBrun Manager Contracting and Materiel Management Canadian Heritage 15 Eddy Street, 9th Floor Gatineau, QC K1A 0M5

Telephone: 819-994-2111 E-mail address: <u>PCH.contrats-contracting.PCH@canada.ca</u>

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

A7.5.2 Project Authority

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

A7.5.3 Offeror's Representative

To be completed at issuance of Standing Offer.

A7.6 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

A7.7 Identified Users

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

A7.8 Call-up Procedures

- a) Each Call-up results in a separate contract between Canada and the Offeror.
- b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer or any Call-ups made against it.
- c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this SO.
- d) Multiple SOs: The Offeror acknowledges that multiple SOs 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:

Right of first refusal basis: The call-up procedures require that when a requirement is identified, the Identified User will contact the highest-ranked Offeror 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 ALLOWED to simply invite the Offeror listed in ranking position 3, without inviting Offerors in ranking positions 1 and 2).

Ranking of Standing Offer Holders:

Rank 1: will be indicated upon issuance of standing offers. Rank 2: will be indicated upon issuance of standing offers.

A7.9 Call-up Instrument

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

A7.10 Non-Standing Offer Items

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

A7.11 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 <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010C (2018-06-21) 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;
- i) the Offeror's offer dated _____.

A7.12 Certifications and Additional Information

A7.12.1 Compliance

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

A7.13 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 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.

B7.1 Statement of Work

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

B7.2 Standard Clauses and Conditions

B7.2.1 General Conditions

<u>2010C</u> (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

B7.3 Term of Contract

B7.3.1 Period of the Contract

The Work must be completed in accordance with each call-up against the Standing Offer.

B7.4 Payment

B7.4.1 Basis of Payment

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

B7.4.2 Limitation of Expenditure

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

Canada's total liability to the Contractor under any resultant call-up will not exceed the total price specified in the call-up.

GCDOCS 1365570

B7.4.3 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.

B7.4.4 Electronic Payment of Invoices – Standing Offer

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

B7.5 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:

One (1) copy must be forwarded to the address indicated in each call-up against the Standing Offer.

B7.6 Insurance Requirements

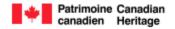
The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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.

B7.7 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.



B7.8 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.

B7.9 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

B7.10 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the supplier respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX A

STATEMENT OF WORK

SOW1 TITLE

Rental and Installation of Scaffolding Platforms and Structures

SOW2 INTRODUCTION AND OBJECTIVES

Canadian Heritage (PCH) would like to put in place up to three (3) standing offers for the rental and installation of temporary scaffolding platforms and structures in order to meet programming, sponsor, operational, service and other needs.

SOW3 SPECIFIC BACKGROUND AND SCOPE OF THE REQUIREMENT

PCH is seeking offerors capable of providing rental and installation of scaffolding platform and structure services. Every year, Canadian Heritage organizes major events in Canada's capital in order to promote active citizenship through civic participation, recognize Canadians' shared values and celebrate the people and events that shape Canada.

The flagship events are Winterlude, Canada Day and Christmas Lights. The purpose of the standing offer agreement that will arise from this request is to acquire temporary rental and installation of scaffolding platform and structure services for these events and their operations. These platforms will meet a number of needs, ranging from performance platforms to first-aid service or other needs. Other events may be added as required and when new requirements arise. The contractor will be informed of requirements related to other potential events before the events are held.

Requirements are different for each event and each site. Each event or requirement involves different sites and locations where scaffolding structures are required.

The following are the anticipated dates for the events under this RSFO:

Year 1

Winterlude 2019 – January 15 to February 25, 2019 Canada Day 2019 – June 1 to July 5, 2019

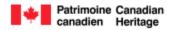
Option Year 1

Winterlude 2020 – January 15 to February 25, 2020 Canada Day 2020 – June 1 to July 5, 2020

Option Year 2

Winterlude 2021 – January 15 to February 25, 2021 Canada Day 2021 – June 1 to July 5, 2021

The rental and scaffolding installation platform period varies from a few days to more than one (1) month, depending on the event and the location. Rental and installation of scaffolding platform and structure services includes all labour, transportation and equipment needed to deliver, install, maintain, inspect and dismantle all the items listed in Basis of Payment, attached as Annex C.



SOW4 REQUIREMENTS

4.1 Specifications and Standards

- a) Scaffolding structures must meet specific criteria identified by PCH with respect to dimensions and finish, as well as installation and dismantling schedules. These will be communicated to the contractor with each order.
- b) Offerors must provide all the necessary equipment, materials and labour to be able to transport, install, inspect and dismantle the required structures. Offerors must provide the necessary certifications and attestations when required (e.g. freight elevator operator). The equipment provided must also comply with the construction standards in force in Canada. Offerors are responsible for any costs incurred to meet these standards.
- c) Offerors must provide different types of scaffolding such as, but not limited to the following:
 - Pipe and clamp scaffolding
 - Frame scaffolding
 - I-Beam support
- e) PCH will not be liable for any damage to the offeror's equipment.
- f) Scaffolding structures will be installed on various and often uneven surfaces. These include asphalt, grass and snowy surfaces (Winterlude) that may be covered with snow and/or ice and may not be completely level.
- g) Offerors may be required to visit the site with a PCH representative prior to installation.
- Offerors must complete inspections following significant change in weather conditions or at PCH's request if PCH determines that the structure is unsafe. PCH will contact the offeror if necessary.
- i) Offerors are to leave the site only after a PCH inspection has been completed. Any damage to the site will be billed to the offeror.
- j) Each platform must have a load capacity of 100 pounds per square foot or more.

4.2 Typical Example of Requirements

Please refer to Attachment 1 – Typical Example of Requirements.

4.3 Other Events and Potential Requirements

Other events organized or supported by PCH may be added and may potentially require the rental and installation of scaffolding structures in the National Capital Region during the standing offer period. Events can thus be added, as and when required. Requirements will be confirmed by the issuance of a call-up against the standing offer.

SOW5 PCH OBLIGATIONS

- a) Provide a list of structures to be installed ay least fifteen (15) days priror to the installation date(s).
- b) Provide provisional installation and dismantling dates at least fifteen (15) days in advance.

- c) Provide clear sites (i.e. do snow removal, basic icebreaking and basic levelling of the ground (in winter) prior to installation of structures.
- d) Provide a metal barricade to secure the work periimeter.
- e) Provide machinery to load or unload equipment from the supplier upon request by the supplier and depending on the availability of machinery supplied by PCH.

SOW6 CONTRACTOR'S OBLIGATIONS

- a) Provide the name of the contract manager who will deal directly with the PCH technical authority. The manager will act as a representative, receive all requests and ensure necessary follow-up.
- b) It is the offeror's responsibility to have the facilities inspected by an engineer and to certify and obtain the necessary documentation to demonstrate the compliance of each structure.
- c) Provide skilled, certified labour, where applicable, machinery and any equipment necessary to perform the work.
- d) Be available for a meeting with the PCH technical authority prior to installation of the structures.
- e) Upon request, the contractor must submit structural drawings requested by PCH.
- f) Although PCH must provide cleared sites prior to installation of the units, the contractor may be required to do additional levelling during the term of the contract due to changes in weather conditions.
- g) Maintain the safety/security perimeter of the work area at all times during the work.
- h) Provide a specific work plan for each structure to be installed and a plan indicating the safety measures to be put in place by the contractor during the work in order to ensure the safety of its employees and the public.
- i) Ensure that all employees are equipped with any necessary safety equipment needed to work on a construction site, such as CSA boots, helmets, safety glasses and safety vests.
- j) Protect any infrastructure, buildings or other items that might be damaged during installation.
- k) Respond in less than four hours to an <u>emergency call</u>. The offeror must inspect the structures identified by PCH. The offeror must report its findings to the PCH technical authority and take corrective action, if necessary. In the event that a structure is identified as being at risk, damaged or deemed unsafe, the contractor must ensure that the necessary work is done to remedy the situation within 24 hours.
- I) For each structure requiring an engineering seal, the offeror is responsible for hiring the engineer, conducting the visit with the engineer and submitting a copy of the approved plans to PCH. The contractor is responsible for all costs incurred.

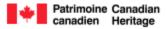
SOW7 TECHNICAL, OPERATIONAL AND ORGANIZATIONAL ENVIRONMENT

Installation and dismantling dates for Winterlude and Canada Day have yet to be confirmed and are for reference only. The offeror will receive a detailed schedule prior to each event. In addition, the contractor must work with specific site plans and adhere to all regulations put forward by the site coordinators for each site.

SOW8 LOCATION OF WORK, WORK SITE AND DELIVERY POINT

The delivery points vary, depending on the requirement. The most frequently used sites include (without being limited thereto): Parliament Hill, Jacques-Cartier Park, Confederation Park, Major Hill's Park, Rideau Canal, LeBreton Flats, sites of the various museums and other municipal parks in the National Capital Region.

GCDOCS 1365570



In the context of major events organized by PCH, it is possible for several sites to be set up simultaneously. Therefore, more than one work team may be required at any one time. The offeror must ensure that it has sufficient labour to perform the work jointly.

For purposes of Canada Day activities on Parliament Hill, Public Services and Procurement Canada (PSPC) acts as the "designated" builder. Therefore, PSPC requires specific documentation from offerors and PCH. This documentation is mandatory. These documents will be required at least four (4) weeks before the offeror can begin the work (or deliveries) on Parliament Hill for purposes of Canada Day. The following documents must be provided <u>each year and requirements may vary depending on the requirements in effect</u>:

- Work Safety and Insurance Board (WSIB) certificate (or proof of private coverage)
- Liability insurance certificate (see Annex F)
- Contractor's health and safety policy
- Copy of the contractor's health and safety program
- Workplace Hazardous Material Information System (WHMIS) and fall protection (if applicable)
- Ministry of Labour authorizations (form 1000, provided by PCH)
- Copies of employee competency/training/certification cards
- Names and dates of birth of every employee who will be involved under the terms of this agreement
- First aid certification (if applicable)

SOW9 OCCUPATIONAL SAFETY REQUIREMENTS

Offerors must comply with federal, provincial and municipal occupational health and safety legislation and regulations. Should federal, provincial or municipal provisions differ, offerors will comply with the most stringent provisions. Offerors acknowledge that PCH has informed them that the sites involved in the work are "**construction sites**" in keeping with federal, provincial or municipal legislation and regulations, and that they are subject to federal, provincial and municipal legislation and regulations related to occupational health and safety in the construction industry.

Offerors are responsible for costs related to complying with federal, provincial and municipal legislation and regulations relating to occupational health and safety (including in the construction industry).

SOW10 REQUIRED RESOURCES OR TYPES OF ROLES TO BE PLAYED

Offerors must provide labour, transportation and equipment needed to deliver, install, maintain, inspect and dismantle all the items listed in Basis of Payment in Annex C.

Offerors must ensure that they have sufficient manpower to complete all work by the dates specified by PCH.

All inspections, as stipulated in SOW6, are at the offeror's expense. They must be completed on site, following the completion of the installations and at PCH's request, when there is a health and safety issue.

ATTACHMENT 1 TO ANNEX A

TYPICAL EXAMPLE OF REQUIREMENTS

This attachment provides a typical example of PCH requirements for Canada Day and Winterlude. These requirements are subject to change, depending on PCH's needs for each event.

1. Requirement Details

1.1 Canada Day – Parliament Hill

Each structure requiring an engineering seal must be accompanied by a plan in which the seal appears (once only). After each installation, each structure must also be inspected, on site, so that the engineer is able to confirm that the structure has been built in accordance with the approved plan. This plan will become the property of PCH for future use.

a) Platform #1 Lost children / First aid east

- 65' x 17' (approximately).
- On an uneven grass surface. Variance of roughly 18".
- 3/4" plywood floor Must be painted dark grey or black.
- The plywood must be even with the sidewalk at the same level.
- The platform must not block access to the windows in the building.
- The floor must be supported by I-beams 16" from the centre.
- No guardrails required.

b) Platform #2 – First aid west – Need for an engineering seal

- Steep incline: +/- 10' by 24'
- 24' x 85' (approximately)
- The foundation must be installed in accordance with the engineer's recommendation, who will assess the structure.
- Guardrails must be installed on 3 sides (right, left and rear).
- The plywood floor must be perfectly level with the adjacent sidewalk.
- The plywood floor must be 3/4" thick and painted dark grey or black.
- No mesh required.
- Minimal damage to grass turf will be tolerated.

<u>d) Two (2) Performance platforms for artists – Need for an engineering seal</u>

- 16' x 16' (approximately)
- Steep incline: +/- 10' by 24'
- The foundation must be installed in accordance with the engineer's recommendation, who will assess the structure.
- Guardrails must be installed on 3 sides (right, left and rear).
- The plywood floor must be perfectly level with the adjacent sidewalk.
- The plywood floor must be ³/₄" thick and painted dark grey or black.
- No mesh required.
- Minimal damage to grass turf will be tolerated.

1.2 Canada Day – Major's Hill Park

Each structure requiring an engineering seal must be accompanied by a plan in which the seal appears (once only). After each installation, each structure must also be inspected, on site, so that the engineer is able to confirm that the structure has been built in accordance with the approved plan. This plan will become the property of PCH for future use.

a) Two (2) promotional towers – Need for an engineering seal

- 5'x7'x16'.
- Counterweights required at the centre of the structure in accordance with the engineer's recommendation.
- Backstays for the counterweights.
- Installation on a flat concrete surface.

1.3 Winterlude – Confederation Park

a) Promotional towers - Need for an engineering seal

- 5'x7'x16'.
- Counterweights required at the centre of the structure in accordance with the engineer's recommendation.
- Backstays for the counterweights.
- Installation on a flat surface

b) Stage catwalk

- See Attachment 2 – Stage Catwalk, for specifications

1.4 Winterlude – Jacques-Cartier Park

a) Lighting tower in the centre of the recessed area – Need for an engineering seal

- 12' x 12' x 24'.
- Counterweights required at the centre of the structure in accordance with the engineer's recommendation.
- Backstays for the counterweights.
- Installation on a flat surface.

b) Video projection tower – Need for an engineering seal

- 10' x 10' x 20'.
- Counterweights required at the centre of the structure in accordance with the engineer's recommendation.
- Backstays for the counterweights.
- Installation on a flat surface.

c) Two (2) audio towers - Need for an engineering seal

- 8' x 8' x 24'.
- Counterweights required at the centre of the structure in accordance with the engineer's recommendation.
- Backstays for the counterweights.
- Installation on a flat surface.



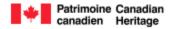
ATTACHMENT 2 TO ANNEX A

STAGE CATWALK

See technical drawing in separate PDF attachment.

Specifications

- The height of the walkway must be adjustable between 3' and 3,3'
- The walkway will be accessible directly from the trailer doors See diagram 3
 The height of the doors may vary between 30" and 39" from the ground
- There will be a step between the walkway and the stage ; all material that could obstruct the access to the stage from the walkway must be removed – See diagram 1
- As a reference, diagram 2 indicates the feet position under the stage wing
 - The feet supporting the walkway must not be at the same level as the stage wing feet. This would prevent the walkway from being properly leveled.
- Each walkway feet must be installed directly on the ground this is the contractor's responsibility.
 The contractor will more than likely have to dig through snow to properly install the feet. Railings must be installed anywhere the walkway is not against the stage or a trailer See diagram 3
- Tow (2) removable steps must be installed on the walkway



ATTACHMENT 3 TO ANNEX A

SUPPORT SCAFFOLD – SIDE AND FRONT ELEVATION

See separate attachment in PDF format.

NOTE: Attachment 3 to Annex A is only available in English. All terms used in the English drawing have been translated to French and are available in the table below.

Image 1

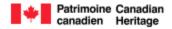
ENGLISH	FRENCH
General notes	Notes générales
 Any deviation from the conditions shown on the drawings shall be submitted to the engineer. 	 Tout écart par rapport aux conditions indiquées sur les dessins doit être soumis à l'ingénieur
2. The contractor shall verify all dimensions and elevations prior to commencing work.	 L'entrepreneur doit vérifier toutes les dimensions et les élévations avant le début des travaux.
 These drawings have been reviewed with respect to structural requirements only. Non- structural details shall be confirmed by others. 	 Ces dessins ont été examinés en fonction des exigences structurales seulement. Les détails non structuraux doivent être confirmés par des tiers.
 4. Design loads: Dead load – 3 500 lbs counterweights evenly distributed; Video panels 21099 lbs (28.5 lbs each) Live load – 2.4 kPa on access platform; Wind load – 0.37 kPa 1 in 10 year (lw: 0.8, q: 0.32 kPa, Ce: 0.7, CpCg: 2.07) 	 4. Charges nominales : Charge permanente – Contrepoids de 3 500 Ib répartis uniformément. Panneaux vidéo 21 099 lb (28,5 lb chacun) Surcharge - 2,4 kPa sur la plate-forme d'accès ; Charge éolienne - 0,37 kPa 1 en 10 ans (lw : 0,8, q : 0,32 kPa, Ce : 0,7, CpCg : 2,07)
 Accumulation of snow is not permitted on the platform. Contractor shall remove snow as it accumulates. 	5. L'accumulation de neige n'est pas autorisée sur la plate-forme. L'entrepreneur doit enlever la neige au fur et à mesure qu'elle s'accumule
 Design is done in compliance with the occupational health and safety act and regulations. 	 La conception est faite en conformité avec la loi et les règlements sur la santé et la sécurité au travail.
7. Materials:	7. Matériaux
Total scaffold system (TSS) and accessories, W.L.L = 22.3 kN/leg;	Système d'échafaudage total (TSS) et accessoires, W.L.L = 22,3 kN/patte ;
TSS plywood top deck, 3.6 kPa [75 lbs/ft ²] maximum;	Platelage en contreplaqué du TSS, 6 kPa[75 lb/pi2] maximum ;
2" AI. tube c/w clamps;	Tube en alum. de 2 po avec bride
Counter weights 2 500 lb total	Contrepoids : total de 2 500 lb
2 x 10" wood mud sills.	Lisse de terre de 2 po x 10 po
8. A guardrail in accordance with O.reg 213/91 shall be provided around the perimeter of the access platforms where fall hazards exists.	7. Un garde-corps conforme au Règl. de l'Ont. 213/91 doit être installé autour du périmètre des plates-formes d'accès où il existe un risque de chute
 Wooden blocking (or equivalent) shall be provided beneath each platform that carries counter weights. Blocking shall be snug beneath the platforms and shimmed if necessary. 	8. Des blocs en bois (ou l'équivalent) doivent être installés sous chaque plate-forme qui porte des contrepoids. Les blocs doit être bien ajustés sous les plates-formes et calés si nécessaire

ENGLISH	FRENCH
10. Scaffold elements shall be installed level or	9. Les éléments d'échafaudage doivent être
plumb.	installés de niveau ou d'aplomb
11. Video screen connections to tss designed	10. Les fixations de l'écran vidéo au TSS sont
by others.	conçues par des tiers
12. The platform shall be inspected by the	11. La plate-forme doit être inspectée par
engineer prior to use.	l'ingénieur avant d'être utilisée.
TSS standard and ledger (TYP.)	Longeron et montant du TSS (type)
Counter weights 70x 50 lbs or equivalent evenly	Contrepoids 70 x 50 lb ou équivalent répartis
distributed	uniformément.
Temporary access stairs	Escalier d'accès temporaire
Wire together & secure to platform	Câbler ensemble et fixer à la plate-forme
Tss base jack c/w collar max. extension (typ)	Vérin de base du TSS avec bride extension max. (type)
Wooden blocking below weights (typ.)	Blocs de bois sous les contrepoids (type)
Existing stairs & walkway	Escaliers et allée piétonne existants
Tss plywood top deck (typ)	Platelage en contreplaqué du TSS (type)
Tss truss ledger	Longeron de poutre à treillis du TSS
Outline of video screen attachment by others	Tracé de l'écran fixé par des tiers
Tss diagonal brace (typ.)	Contreventement diagonal du TSS (type)
AL. tube c/w clamps	Tube en alum. avec brides
2" x 10" mud sill	lisse de terre de 2 po x 10 po
Support scaffold – side elevation	Échafaudage porteur - Élévation latérale
Client:	Client:
Patrimoine canadien	Patrimoine canadien
Canadian heritage	Canadian heritage
Scale: 1:25	Échelle : 1:25
Revision for client's review	Révision aux fins d'examen par le client
A detail no./no. de détail	A detail no./no. de détail
B. location drawing no./ sur dessin no.	B. location drawing no./ sur dessin no.
Project:	Échafaudage porteur de la Colline du Parlement
Parliament hill support scaffold	
Drawing:	Dessin :
Support scaffold: general notes & side elevation	Échafaudage porteur : notes générales et élévation
	latérale
Designed	Conçu
Reviewed	Examiné
Drawn	Dessiné
Approved	Approuvé
Project number	Numéro de projet
Drawing number	Numéro de dessin

Image 2

ENGLISH	FRENCH
Tss diagonal brace(typ)	Contreventement diagonal du TSS (type)
Outline of video screen attachment by others	Tracé de l'écran fixé par des tiers
Tss 1.0m standard (typ)	TSS standard de 1.0 m (type)
Top of stairs behind	Dessus des escaliers derrière
Tss 2.5m standard (typ.)	TSS standard de 2,5 m
Counter weights shown behind 70x50 lbs or equivalent	Contrepoids 70 x 50 lb ou équivalent répartis
evenly distributed w/ wooden blocking below	uniformément avec blocs de bois sous ces derniers.
Tss plywood top deck (typ)	Platelage en contreplaqué du TSS (type)
Al. tube c/w clamps	Tube en alum. avec brides
Base jack /w collar max. extension	Vérin de base du TSS avec bride extension max. (type)
Mud sill	Longeron de poutre à treillis du TSS
Support scaffold – front elevation	Échafaudage porteur – Élévation avant
Temporary access stairs	Escalier d'accès temporaire
3050 Тур	3050 type
Wire together & secure to platform	Câbler ensemble et fixer à la plate-forme
Tss truss ledger	Longeron de poutre à treillis du TSS

ENGLISH	FRENCH
Al. tube diagonal brace c/w clamps each end	Tube en alum. avec brides à chaque extrémité
Existing stairs & walkway below	Escaliers et allée piétonne existants en contrebas
Outline of video screen attachment by others	Tracé de l'écran fixé par des tiers
Counter weights shown below 70x50 lbs or equivalent evenly distributed	Contrepoids 70 x 50 lb ou l'équivalent répartis uniformément
Al. tube diagonal brace c/w clamps at each end	Tube en alum. avec brides à chaque extrémité
Tss plywood top deck	Platelage en contreplaqué du TSS (type)
Tss standard & ledger (typ)	Longeron de poutre à treillis du TSS
Al. tube 762 mm c.c max (typ)	Tube en alum. À 762 mm c.c. max. (type)
Tss diagonal brace (typ)	Contreventement diagonal du TSS (type)
Support scaffold - layout	Échaffaudage porteur - disposition
Client:	Client:
Patrimoine canadien	Patrimoine canadien
Canadian heritage	Canadian heritage
Scale: 1:25	Échelle : 1:25
Revision for client's review	Révision aux fins d'examen par le client
A detail no./no. de détail	A detail no./no. de détail
B. location drawing no./ sur dessin no.	B. location drawing no./ sur dessin no.
Project: Parliament hill support scaffold	Projet : Échafaudage porteur de la Colline du Parlement
Drawing:	Dessin :
Support scaffold: general notes & side elevation	Échafaudage porteur : notes générales et élévation latérale
Designed	Conçu
Reviewed	Examiné
Drawn	Dessiné
Approved	Approuvé
Project number	Numéro de projet
Drawing number	Numéro de dessin



ANNEX B

BASIS OF PAYMENT

The offeror will be paid in accordance with the following Basis of Payment terms and conditions and in accordance with call-ups.

The unit prices for each of the six (6) tables below must include: the delivery, installation, dismantling, maintenance, as well as all configurations, materials, counterweights or other material or equipment required to carry out the work.

All deliverables are free on board FOB destination, and all applicable Canadian customs duties must be included.

During the period of the standing offer, the offeror will be paid as specified below, for work performed pursuant to each call-up against the standing offer.

Glossary:

Events:

CDay: Canada Day WL: Winterlude O: Other or unknown

Sites:

PH: Parliament Hill MHP: Major's Hill Park CP: Confederation Park JCP: Jacques Cartier Park N/A: not applicable or site unknown

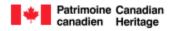
Notes:

* ¾" standard plywood

Event	Site	Description	Type of Scaffholding	Length X Width	Height	Details	(A) Weekly Rate (Initial Period)	(B) Weekly Rate (Option 1)	(C) Weekly Rate (Option 2)
		Platform – Lost children / First aid east	I-Beams	65' x 17'	Ground level	n/a			
CDav	PH	Platform – First aid west	Pipe and clamp	25' x 85'	10' sur 24' (different levels)	Engineering Inspection required			
CDay		Performance platform	Pipe and clamp	16' x 16'	10' sur 24' (different levels)	Engineering Inspection required			
	MHP	Promotional tower	Frame	5' x 7'	16'	Engineering Inspection required			

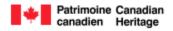


	0:44	Description	Turne of	Longeth V	l la inht	Detaile	(4)	(D)	
Event	Site	Description	Type of Scaffholding	Length X Width	Height	Details	(A) Weekly Rate (Initial Period)	(B) Weekly Rate (Option 1)	(C) Weekly Rate (Option 2)
	СР	Promotional tower	Frame	5' x 7'	16'	Engineering Inspection required			
	CP	Stage catwalk	Pipe and clamp	Refer to Attachment 2 to Annex A – Stage Catwalk	Refer to Attachment 2 to Annex A – Stage Catwalk	n/a			
WL	JCP	Lighting tower – centre of recessed area	Pipe and clamp	12' x 12'	24'	Engineering Inspection required			
	JCP	Video projection tower	Pipe and clamp	10' x 10'	20'	Engineering Inspection required			
	JCP	Audio tower	Pipe and clamp	8' X 8'	24'	Engineering Inspection required			
	PH	Support for video tiles	Pipe and clamp	Refer to Attachment 3 to Annex A – Support Scaffold - – ide and Front Elevation	Refer to Attachment 3 to Annex A – Support Scaffold - – ide and Front Elevation	Engineering Inspection required			
	n/a	Plateform*	Pipe and clamp	10' x 10'	5'				
	n/a	Plateform*	Pipe and clamp	10' x 10'	10'				
	n/a	Plateform*	Pipe and clamp	15' x 15'	5'				
	n/a	Plateform*	Pipe and clamp	15' x 15'	10'				
ο	n/a	Plateform*	Pipe and clamp	20' x 20'	5'				
	n/a	Plateform*	Pipe and clamp	20' x 20'	10'				
	n/a	Plateform*	Pipe and clamp	5' x 10'	5'				
	n/a	Plateform*	Pipe and clamp	5' x 10'	10'				
	n/a	Plateform*	Pipe and clamp	20' x 40'	5'				
	n/a	Plateform*	Pipe and clamp	20' x 60'	5'				
	n/a	Landing- equipped staircase, inside a structure (service	n/a	n/a	5'				



Event	Site	Description	Type of Scaffholding	Length X Width	Height	Details	(A) Weekly Rate (Initial Period)	(B) Weekly Rate (Option 1)	(C) Weekly Rate (Option 2)
	n/a	staircases) Landing- equipped staircase, inside a structure (service staircases)	n/a	n/a	10'				
			Total of weekly	unit prices					

The total price for evaluation purposes = Total of weekly unit prices of columns A + B + C.



ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Governmer of Canada	f) Gouverner du Canada		Contract Number / Numbro du e	contrat	
		·	Security Classification / Classification	de sécurité	1
		SECURITY REQUIREMENTS CHI RIFICATION DES EXIGENCES REL/			
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Ministère ou organisme go				Operations	
3. a) Subcontract Number / N	uméro du contrat d	le sous-traitance (3. b) Name and /	Address of Subcontractor / Nom et adresse d	lu sous-traitant	
4. Brief Description of Work /	Brève description d	ju travali			
The Installation, operation are	diamenting of Truck	or Trailer Mounted LED Video Well in support of	of events in the National Capital Region.		
5. a) Will the supplier require	access to Controlls	d Goods?		No	Y
Le fournisseur aura-t-il a				✓ No	10
b) Will the supplier require Regulations?	ecceze to unclassif	led military technical data subject to the p	rovisions of the Technical Data Control	V No	TY
	coès à des donnée	e techniques militaires non classifiées qui	sont assulettles aux dispositions du Rècieme	ent Non	
sur le contrôle des donne	tes techniques?			196 ou geogra	_
 Indicate the type of access 					
5. s) Will the supplier and its o	mployees require	access to PROTECTED and/or CLASSIFI	ED Information or assets?	/ No	TY
(Specify the leval of acce	as using the chart i		se blens PROTÉGÉS et/ou CLASSIFIÉS?	V Non	
(Préciser le niveau d'acc	ès en utilisant is tai	bleau quí se trouve à la question 7, c)		N-	-
2 D) AAM DIM SPIDENNEL SLUCI UP 9					
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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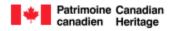


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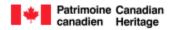
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Canada



Signed page to be inserted at issuance of the Standing Offer(s)



ANNEX D

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000.00 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 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.
 - I. 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. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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

OFFER OF SERVICES FORM

(to be filled in by Bidder)							
Bidder's full legal name							
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name						
	Title						
	Address						
	Telephone #						
	Fax #						
	Email						
Bidder's Procurement Business Number (PBN)							
(see the Standard Instructions 2003) Bidder's GST/HST/QST number							
Tax rate to be charged on any resulting contract	Specify percentage:%						
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)							
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?						
See the Article in Part 2 of the bid solicitation	Yes No						
for a definition of "Former Public Servant".	If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"						
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?						
	Yes No						
	If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"						
Integrity Provisions	Declaration of Convicted Offences						
(as per Part 5 of the bid solicitation)	Integrity Declaration Form (to be completed only when you meet all three of the following conditions):						
	 You are a government supplier You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and</i> <i>Suspension Policy</i> You are unable to provide any of the certifications required by the <u>integrity provisions</u>. 						
	Click here to complete the form and instructions for its submittal.						



	Required Documentation								
	Section 17 of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc- pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:								
	 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 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. 								
	Complete the <u>form</u> online, print, sign and attach it to the bid.								
Security Clearance Level of Bidder i. Bidder's (Company) name and full address as they appear on the security clearance	i.								
application: ii. Security clearance level granted and file	Designated Organization Screening (DOS)	Yes No Specify file number:							
number:	Facility Security Clearance (FSC)	Yes No Specify file number:							
	Document Safeguarding Capability (DSC)	Yes No							
iii. Expiry date:	iii.								
Security Clearance Level of Bidder's Individual Resources [add additional resources on another page, if required)	i.								
i. Name of Individual as it appears on security clearance application:	ii.								
ii. Level of security clearance obtained and expiry date:	iii.								
iii. Security Screening Certificate and Briefing Form file number	iv.								
iv. Name of Department from which security clearance was obtained									
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 7 -Resulting contract clauses, included in the bid solicitation.									
Signature of Authorized Representative of E									



ANNEX F

FORM 942 – CALL-UP AGAINST A STANDING OFFER

Canadian Patrimoine CALL-UP AGAINST A STANDING OFFER Heritage canadien COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE										Page: 1				
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		Standing offer No Nº d'offre permanente									Order date Date de la demande			
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Special In: To the Suppl	Special Instructions - Instructions spéciales To the Supplier: Your standing offer referred to above is berety accented as follows: You are required to supply the coords and/or								Certified pursuant to subsection 32(1) of Financial Administration Act Certifié en ventu du paragraphe 32(1) de la Loi sur la gestion des finances publiques.					
services shown above at the proces 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 carcing either or delivere is all invices shipring bills and packing either much show the order under														
Au fournisse fournir les bie	Special Instructions - Instructions spéciales To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number. Au fournisseur: Votre offree permanente, don't le numéro figure c'haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions 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 envois era 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					Date	
Chaque envoi doivent tous p	porter le numéro de la demande.	d'emballage ou d'exp	pédition. Les factures, c	connaissements e	t bordere	eaux d'er	mballage	Approved fo	Approved for the Minister Approuvé pour le Ministre					
							Signatu	re				Date		
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