

This Request for Supply Arrangement cancels and supersedes previous initial solicitation number 10211038 dated February 8, 2022, with a closing of March 7, 2022, at 2:00 p.m. EST and 10211038A dated September 15, 2022, with a closing date of October 5, 2022 EDT.

CANADIAN HERITAGE REQUEST FOR SUPPLY ARRANGEMENT

REQUEST FOR SUPPLY
ARRANGEMENTS NUMBER: 10211038B

TITLE OF PROJECT: Rental and Installation of Scaffolding Platforms and Structures

REQUEST DATE: February 17, 2022

CLOSING DATE AND TIME: March 29, 2023, 2:00 p.m., EDT

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

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the **Statement of Work** attached hereto as **Annex "A"**.

If you are interested in undertaking this project, submit your bid by **2 p.m. EDT: March 29, 2023**, by using the following accepted submission method:

IMPORTANT: Submission via e-mail

PCH will only accept offers by e-mail. Offers transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Supply Arrangements (RFSA in the e-mail object, the e-mail address is the following:

Contrats/Contracting (PCH)
contrats-contracting@pch.gc.ca
RFSA: 10211038B
Attention: Lise Berniquez

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted. Bidders are encouraged to keep a confirmation that the e-mail was sent and delivered.

Bidders submitting a proposal to the Request for Supply Arrangements (RFSA) must complete the Offer of Services form attached at Annex "E", page 34.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement 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 arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include:

- Annex "A" Statement of Work
- Annex "B" Supply Arrangement Usage Report
- Annex "C" Security Requirements Check List
- Annex "D" Insurance Requirements
- Annex "E" Offer of Services form

1.2 Summary

The Department of Canadian Heritage (PCH) is seeking professionals in the rental and installation of temporary scaffolding platforms and structures to qualify as Supply Arrangement Holders (Suppliers) for events produced or supported by PCH in the National Capital Region, and under the terms and conditions outlined in the Request for Supply Arrangement.

These supply vendors will be an inventory of potential firms that have the experience and capacity to provide its specific services for individual projects. Suppliers will be engaged on an "as needed" basis for individual projects through a project specific Request for Proposal (RFP) issued in accordance with the terms of the Supply Arrangement.

The Supply Arrangement (SA) period will be for a period of four (4) years from the date of issuance of the SA.

1.3 Security Requirements

There are security requirements associated with this need. For more information, refer to Part 6.2 of Part 6A Supply Arrangement.

1. Before issuance of a supply arrangement, the following conditions must be met:
 - (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;
 - (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6A - Supply Arrangement;
 - (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Suppliers are reminded to obtain the required security clearance promptly. Any delay in the issuance of a supply arrangement to allow the successful Supplier to obtain the required clearance will be at the entire discretion of the Supply Arrangement Authority.
3. For additional information on security requirements, Suppliers should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within fifteen (15) working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008 \(2022-03-29\)](#) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Arrangements

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

2.2.1 Submission via e-mail

Bids must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFSA.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later five (5) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

The PCH e-mail server cannot accept any e-mail transmission that is 25 MB or more. It is the responsibility of the Bidder to assure that their complete e-mail proposal be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable, but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted.

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

Section I: Technical Offer

Section II: Certifications

Section III: Additional Information

Section I: Technical Offer

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

Section II: Certifications

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

Section III: Additional Information

Bidders must submit a completed Offer of Services Form on Annex "E" - with their bid.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements (RFSA) including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.
- (c) In addition to any other periods established in the RFSA:

Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about their bid, the Bidder will have (2) two working days (or longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

Extension of Time for Clarifications: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Each arrangement will be reviewed for compliance with the Mandatory Technical Criteria. Arrangement not meeting the mandatory requirements will be deemed non-responsive and will be given no further consideration.

The mandatory technical evaluation and criteria are fully described below at **Attachment 1 to Part 4, Mandatory Technical Criteria of the RFSA.**

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Evaluation Criteria

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive.

ATTACHMENT 1 TO PART 4, Technical Evaluation Criteria
1. General Instructions

- a. The Offer (s) must comply with the mandatory technical criteria and conditions listed in this request for supply arrangement (RFSA).
- b. Each offer will be reviewed to ensure that it meets the mandatory criteria below. Any element of the RFSA that is specifically identified by the words “must” or “mandatory” is a mandatory requirement. Offer (s) that do not meet all the mandatory requirements will be declared non-responsive and be disqualified. The evaluation team may determine that an offer does not meet a mandatory requirement at any time during the evaluation process.

2. Mandatory Technical Criteria (MTC)

Item No.	Description	Meets/ Does Not Meet	Cross Reference to Proposal
MTC1	<p>The Bidder must provide in their proposal <u>three (3) detailed projects' examples</u> where the firm acquired experience in providing scaffolding rental services which must include transportation, installation, maintenance, inspection and dismantling and which is similar in scope and complexity to what is described in Annex “A”, Statement of Work.</p> <p>This experience must have been acquired in the five (5) years preceding the closing date of this Request for Supply Arrangement. At a minimum, the Bidder must provide the following information in their example using the following template in Appendix 1.</p>		

APPENDIX 1
PROJECT # 1

PROJECT # 1	PROJECT NAME <hr/>
NAME OF THE CLIENT and	NAME OF THE CLIENT <hr/>

<p>CONTACT INFORMATION OF THE RESOURCE (S) PERSON YOU HAVE DELT WITH</p>	<p>RESOURCE PERSON AND CONTACT INFO</p> <p>CONTACT NAME: _____</p> <p>_____</p> <p>TELEPHONE: _____</p> <p>_____</p> <p>E-MAIL: _____</p> <p>_____</p>
<p>START AND END DATE OF THE PROJECT</p>	<p>PROJECT START DATE (YYYY-MM-DD):</p> <p>_____</p> <p>PROJECT END DATE (YYYY-MM-DD):</p> <p>_____</p>
<p>PROJECT DESCRIPTION</p>	

PROJECT # 2

<p>PROJECT # 2</p>	<p>PROJECT NAME</p> <p>_____</p>
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<p>NAME OF THE CLIENT</p> <p>and</p> <p>CONTACT INFORMATION OF THE RESOURCE (S) PERSON YOU HAVE DELT WITH</p>	<p>NAME OF THE CLIENT</p> <p>_____</p> <p>RESOURCE PERSON AND CONTACT INFO</p> <p>CONTACT NAME:</p> <p>_____</p> <p>TELEPHONE:</p> <p>_____</p> <p>E-MAIL:</p> <p>_____</p>
<p>START AND END DATE OF THE PROJECT</p>	<p>PROJECT START DATE (YYYY-MM-DD):</p> <p>_____</p> <p>PROJECT END DATE (YYYY-MM-DD):</p> <p>_____</p>
<p>PROJECT DESCRIPTION</p>	

PROJECT #3

<p>PROJECT # 3</p>	<p>PROJECT NAME</p> <hr/>
<p>NAME OF THE CLIENT</p> <p>and</p> <p>CONTACT INFORMATION OF THE RESOURCE (S) PERSON YOU HAVE DELT WITH</p>	<p>NAME OF THE CLIENT</p> <hr/> <p>RESOURCE PERSON AND CONTACT INFO</p> <p>CONTACT NAME:</p> <hr/> <p>TELEPHONE:</p> <hr/> <p>E-MAIL:</p> <hr/>
<p>START AND END DATE OF THE PROJECT</p>	<p>PROJECT START DATE (YYYY-MM-DD):</p> <hr/> <p>PROJECT END DATE (YYYY-MM-DD):</p> <hr/>
<p>PROJECT DESCRIPTION</p>	

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) detailed in Annex "C", apply to and form part of the Supply Arrangement.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2020 (2022-12-01) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a mid-year period basis to the Supply Arrangement Authority.

The mid-year reporting periods are defined as follows and could be revised prior to issuance of Supply Arrangement:

Here is the breakdown of the periods:

1st semester: April 1 to September 30;

2nd semester: October 1 to March 31.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is four (4) years from date of issuance of the Supply Arrangement.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Supply Arrangement.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Lise Berniquez
Procurement and Contract Specialist
Contracting and Materiel Management
Canadian Heritage
15 Eddy Street, 9th Floor
Gatineau, Québec
K1A 0M5

Email: contrats-contracting@pch.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative

Name: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

(inserted at time of issuance)

6.6 Identified Users

The Identified User is: Canadian Heritage

6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 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 articles of the Supply Arrangement;
- (b) the general conditions 2020 (2022-12-01), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A", Statement of Work;
- (d) Annex "C", Security Requirements Checklist (SRCL);
- (e) Annex "D", Insurance Requirements;

- (f) the Supplier's arrangement dated _____; (*insert at the time of issuance of the arrangement*)
- (g) Annex "B", Supply Arrangement Usage Report Form.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work will be performed.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;

" Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."

- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
 - **Federal Contractors Program (FCP) for Employment Equity - Notification**
 - **Integrity Provisions - Declaration of Convicted Offences;**
- (h) conditions of the resulting contract.

6.2 Bid Solicitation Process

6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

6.2.2 The bid solicitation will be sent directly to Suppliers.

6.2.3 The following is the Selection Process for Identified Users:

- (a) All Suppliers identified in a work stream will receive an RFP for work in that work stream. The Supply Arrangement Authority must be copied on all RFP issued through this Supply Arrangement;
- (b) the bid solicitation process within the scope of the supply arrangement and the award of contracts will be the responsibility of the identified user only.

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **Simple** (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions 2020 will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), general conditions 2020 will apply to the resulting contract.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX "A"

STATEMENT OF WORK

1. Title

Renting and Installing Scaffolding Platforms and Structures

2. Introduction and objectives

The Department of Canadian Heritage (PCH) wishes to invite firms to qualify for the rental and installation of temporary scaffolding platforms and structures for events organized or supported by PCH in the National Capital Region.

2.1 Supply arrangement period

The period for awarding contracts under the Request for Supply Arrangement (RFSA) is four (4) years from the date of issuance of the Supply Arrangement (SA).

2.2 Request for Proposal approach under the RFSA

Contractors will be hired on an as-needed basis for individual projects through a Request for Proposal (RFP) issued in accordance with the terms and conditions of the SA.

For each given event, PCH will issue an RFP from contractors who qualified under the RFSA.

3. Background, assumptions and specific scope of the requirement

PCH is seeking Contractors who can provide rental and installation services for scaffolding platforms and structures. Every year, Canadian Heritage organizes major events in the National Capital Region that require these types of structures.

Winterlude, Canada Day and the Illumination Program are among the flagship events. The purpose of the SA resulting from this request is to acquire rental and installation services for temporary scaffolding platforms and structures for these events and related operations. These platforms will meet a variety of needs ranging from performance platforms to first aid and other service needs, depending on the event. Aside from flagship events, other events may be added as needed and when new requirements arise. The Contractors will be informed of requirements related to other potential events before they are held.

Some of the events within the scope of this RFSA for the initial period are:

Winterlude

- National Capital Region (Ottawa/Gatineau)
- Installation in January
- Dismantling in February
- Installation in snow/ice
 - o The Contractor will sometimes have to dig to ensure that the structure is on the ground
- The duration of the installation is approximately one (1) month

Canada Day

- National Capital Region (Ottawa/Gatineau)
- Installation in June

- Dismantling in early July
- Installation on hard surfaces, grass or uneven surfaces
- The duration of the installation is approximately three (3) weeks

Illumination Program

- National Capital Region (Ottawa/Gatineau)
- Installation in December
- Dismantling in December
- The duration of the installation is approximately one (1) week

Scaffolding platform rental and installation services must include all labour, transportation, equipment and machinery necessary to deliver, install, maintain, inspect and dismantle the installations.

4. Requirements

4.1 Specifications and standards

- a) Scaffolding structures must meet specific criteria determined by PCH with respect to dimensions, load, type of use and finish, as well as installation and dismantling schedules. This information will be shared with the Contractor for each order.
- b) Contractors must provide all necessary equipment, materials and labour to be able to transport, install, inspect and dismantle the required structures. Canadian Heritage complies with various federal, provincial and municipal rules and standards relating to construction and the use of grounds. Contractors will be responsible for complying with these rules and standards and providing the necessary certifications, as required. The material provided must also comply with the applicable national construction standards. Contractors are responsible for all costs incurred to be able to comply with these standards.
- c) Contractors must provide various **types of scaffolding and materials*** including, but not limited to, the following:
 - Ring lock (pipe and clamp)
 - Shoring (frame) scaffolding
 - I-beam support
 - ¾" plywood floor
 - Skirts or scrim to cover structures
 - Counterweights, straps, anchors, etc.
 - Stairs
 - Other

***Refer to Appendix 1** for definitions of scaffolding types and materials.

- d) PCH cannot be held responsible for any damage to Contractors' equipment.
- e) Scaffolding structures will be installed on various and often uneven surfaces. These include asphalt and grass surfaces that may be covered with snow and/or ice (Winterlude) and cannot be completely levelled.
- f) Contractors may be required to visit the site with a PCH representative prior to the installation. Contractors must be able to travel for these visits.

- g) Contractors must complete inspections following significant changes in weather conditions or at the client's request if the structure is deemed unsafe. PCH will contact the Contractor, as appropriate.
- h) Contractors must leave the site only once an inspection by the client is completed. Contractors will be charged for any damage to the site resulting from their installation or negligence.
- i) When required, Contractors must be able to provide all necessary counterweights and fasteners to secure the installations.
- j) When requested by PCH, for a given installation, Contractors must obtain an engineering seal and provide PCH with a copy of the certification.
- k) Each platform must have a load capacity of 100 lbs per square foot or more, according to the specifications submitted specifically for a project.

4.2 Other events and potential needs

Other events organized or supported by PCH may be added and may potentially require renting and installing scaffolding structures in the National Capital Region during the SA period. Therefore, other events may be added to the list of flagship events, as needed. Requirements will be confirmed through an RFP issued in accordance with the terms and conditions of the SA.

4.3 PCH obligations

- a) Provide a list of structures to be installed and their requirements at least thirty (30) days prior to the installation date(s).
- b) Provide tentative installation and dismantling dates at least thirty (30) days in advance.
- c) Ensure that sites are cleared (i.e., snow clearing, rough ice breaking and rough grading [in winter] prior to installing structures).
- d) Supply metal barricade to secure the Contractor's work area.

4.4 Contractor obligations

- a) Provide the name of the Contract Manager who will be dealing directly with the PCH Technical Authority. The manager will act as the representative, receive all the requests and provide the necessary follow-ups.
- b) Provide certifications demonstrating that the installations meet the engineering requirements and standards in the province in which they are installed. Contractors are responsible for having the installations inspected by a certified engineer and for obtaining the necessary documentation attesting to the compliance of each structure. A copy of each of these documents must be submitted to PCH within four hours of the inspection.
- c) Provide skilled and certified labour, when applicable, as well as all the machinery and equipment necessary to carry out the work.
- d) Be available to meet with PCH's technical authority prior to the installation of the structures.
- e) Upon request, the Contractors must submit drawings of the structures required by PCH.
- f) Although PCH must ensure that sites are cleared prior to the installation of the units, the

Contractor may be required to conduct additional grading during the term of the Contract due to changing weather conditions.

- g) Secure the perimeter of the work area at all times while work is being carried out.
- h) Provide a specific work plan for each structure to be installed and a plan outlining the safety measures that will be implemented by the Contractor while the work is being carried out to ensure the safety of its employees and the public.
- i) Ensure that all employees have the necessary safety equipment to work on a construction site such as, but not limited to, CSA boots, helmets, safety glasses and safety vests.
- j) Protect any infrastructure, buildings or other facilities that may be damaged during the installation. Respond to an **emergency call** within four (4) hours. The Contractor must inspect the structures identified by PCH. The Contractor must report its observations to the PCH Technical Authority and take corrective measures, if necessary. In the event that a structure is determined to be at risk, damaged, or unsafe, the Contractor must ensure that the necessary work is done to remedy the situation within twenty-four (24) hours.

4.5 Technical, operational and organizational environment

Installation and dismantling times for Winterlude, Canada Day and the Illumination Program are provided for reference only. Contractors will receive a detailed schedule prior to each event.

5. Constraints

5.1 Location of work, work site and delivery point

The delivery points vary according to the requirements. The most frequently used sites include (but are not limited to) the following: LeBreton Flats Park, Sparks Street, Jacques-Cartier Park, Confederation Park, Major's Hill Park, Rideau Canal Skateway, various museum sites, other municipal parks in the National Capital Region and the streets of Ottawa and Gatineau.

For some events, the work may need to be carried out simultaneously at different sites. As a result, two work teams may be required.

5.1.1 In the context of large-scale events that are considered construction work, Public Works and Government Services Canada (PWGSC) acts as the designated constructor. Therefore, PWGSC requires specific documentation from PCH Contractors. This documentation is mandatory. These documents will be required at least four (4) weeks before the Contractor can undertake any work (or deliveries). For example, the work completed in the province of Ontario will require the following documents on **an annual basis and the needs may differ depending on existing requirements**: (The list of documents will be provided to the Contractor prior to each project to ensure that it is up to date. This list is for information purposes only.)

- Work Safety and Insurance Board (WSIB) Certificate (or proof of private coverage)
- Liability Insurance Certificate (see Annex F)
- Contractors' Health and Safety Policy
- Copy of the Contractor's Health and Safety Program
- Workplace Hazardous Material Information System (WHMIS) and fall protection (if applicable)
- Authorizations from the Ministry of Labour (Form 1000, provided by PCH)
- Copies of staff competency cards / training / certifications
- Names and dates of birth of each employee who will be involved under the terms of this agreement
- First-aid certification (if applicable)

5.2 Security requirements

Contractors must comply with federal, provincial and municipal occupational health and safety legislation and regulations. Should federal, provincial or municipal provisions differ, Contractors must comply with the most stringent provisions. The Contractors acknowledge that PCH has informed them that the sites involved in the work are **construction sites** under federal, provincial or municipal legislation and regulations, and are subject to federal, provincial and municipal occupational health and safety legislation and regulations in the construction sector.

Contractors will be responsible for the costs associated with complying with federal, provincial and municipal occupational health and safety legislation and regulations (including in the construction sector).

In accordance with the Government of Canada's Security Policy, all persons working or providing services on certain sites must meet the requirements of a security screening in order to access the site. The security screening will require the disclosure of personal information regarding the reliability and trustworthiness of individuals. The minimum security level required to access the site in question is the reliability level.

6. Required resources or types of roles to be performed

- a) Contractors must provide the labour, transportation and equipment required to deliver, install, maintain, inspect and dismantle each of the installations required by PCH.
- b) Contractors must ensure that there is a sufficient workforce to complete all work on the dates specified by PCH.
- c) **All inspections are at the Contractor's expense. They must be completed on site, following the installations and at the request of PCH when there are health and safety issues.**
- d) Contractors are responsible for accommodation, meals and/or compensation premiums for their employees, if applicable.

APPENDIX 1

DEFINITIONS

- Ring lock (pipe and clamp)

In **scaffolding** terminology, a **ring lock** is a flat, round piece of metal. It has nine openings, including one in the middle and eight surrounding it. In addition, **scaffolding** systems with this mechanism are able to accommodate various parts at 90° or 45° angles.

- Shoring (frame) scaffolding

Shoring **scaffolding** is a type of installation used to support elevated structures and heavy loads of concrete.

- I-beam support

-An I-beam, also known as an H-beam, W-beam, universal beam, rolled steel joist or double-T, is a beam with an I- or H-shaped cross-section. The horizontal elements of the I-beam are flanges, and the vertical element is the “web.”

- ¾” plywood floor

Plywood, or more precisely **panel plywood**, is a wood-based panel obtained by gluing adjacent layers of cross-wire, usually at right angles.^{1,2} Plywood is composed of several layers of veneers, called pleats, in odd numbers. In this case, the thickness of a panel must be ¾ inch.

- Skirts or scrim to cover structures

A net or canvas that covers the scaffolding structure for health and safety, and aesthetic purposes.

- Counterweights, straps, anchors, etc.

When required, the Contractor must provide counterweights, in metal, concrete or other materials, to secure the scaffolding structure on the ground. The type of counterweight may vary from one structure to another. If necessary, the Contractor will provide straps to connect the counterweights to the structure. Finally, when possible, the Contractor may be required to use various types of anchors to secure the structure to the ground, counterweight or existing structure.

- Stairs


A staircase is an architectural construction consisting of a regular sequence of steps, or degrees, allowing access to a floor, from one level to another by going up and down.

ANNEX "B"
SUPPLY ARRANGEMENT USAGE REPORT

RFSA No.: 10211038B	Period to be covered:				
SA Authority : Lise Berniquez					
SA Title: Rental and Installation of Scaffolding Platforms and Structures					
	Invoice #	Description / Location	Date of Contract Award	Date of Completion	Value of Contract (taxes included)
1					\$
2					\$
3					\$
4					\$
5					\$
6					\$
7					\$
8					\$
9					\$
10					\$
11					\$
12					\$
13					\$
14					\$
15					\$
16					\$
17					\$
18					\$
19					\$
20					\$
Total value of contract for this mid-year (i)					\$
Cumulative value of contract for previous periods (ii)					\$
Total value of contract to date = (i) + (ii)					\$

Prepared by: [Insert company name and individual's name preparing this report]

ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

 Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 10211038B
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		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 TBD - contract going on
4. Brief Description of Work / Brève description du travail Patrimoine canadien (PCH) désire mettre en place jusqu'à trois (3) offres à commandes pour la location et l'installation plate-forme d'échafaudage temporaires afin de répondre aux besoins de la programmation, des commanditaires, des opérations, des services et autres.		
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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input type="checkbox"/> Non <input type="checkbox"/> 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 SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada
Gouvernement du Canada

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 checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<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 type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



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 DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

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

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

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

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

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** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Québec, send to:

*Director Business Law Directorate,
Québec 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
**REQUEST FOR SUPPLY ARRANGEMENT 10211038B
 RENTAL AND INSTALLATION OF SCAFFOLDING PLATFORMS AND STRUCTURES**

<i>(to be filled in by Bidder)</i>	
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) <i>(see the Standard Instructions 2003)</i>	
Bidder's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>

