



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency
Bid Receiving Unit
111 Water Street East
Cornwall, Ontario K6H 6S3**

**Bid Fax Number:
1-877-558-2349**

**Request For a Standing Offer
Demande d'offre à commandes**

Canada, as represented by the Minister of the Environment for the purposes of the Parks Canada Agency hereby requests a Standing Offer on behalf of the identified users herein.

Le Canada, représenté par le ministre de l'Environnement aux fins de l'Agence Parcs Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Issuing Office - Bureau de distribution

**Parks Canada Agency
National Contracting Services
111 Water Street East
Cornwall ON K6H 6S3**

Title-Sujet RFSO – Crane Rental and Operation Services – Quebec Waterways	
Solicitation No. - N° de l'invitation 5P300-17-5104	Date March 27, 2017
GETS Reference No. – N° de référence de SEAG	
Client Reference No. – No. de référence du client	
Solicitation Closes L'invitation prend fin – at – à 2 :00 p.m. on – le 11-04-2017	Time Zone Fuseau horaire - Heure avancée de l'Est (HAE) / Eastern Daylight Time (EDT)
Address Inquiries to: - Adresser toute demande de renseignements à : Céline Morin (celine.morin@pc.gc.ca)	
Telephone No. - No de téléphone 613-938-5940	Fax No. – N° de FAX:
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: See herein	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur : Telephone No. - N° de téléphone: Facsimile No. - N° de télécopieur: Email/Courriel :	
Name and title of person authorized to sign on behalf of the Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) _____ Nom _____ Titre _____ Signature _____ Date	



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions 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: includes the certifications 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 Bid form, Integrity Provisions, Health and Safety, Insurance Terms and any other annexes

1.2 Summary

Provide, as needed, boom truck, tractor and trailer and accessories for various work involving the lifting and transportation of material on sites belonging to the Quebec Waterways Field Unit, Parks Canada, as detailed in Annex "A" attached hereto.

"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), and the Agreement on Internal Trade (AIT)."

1.3 Debriefings

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



1.4 Key Terms

See paragraph 1.0 of Annex A – Statement of Work

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to the Parks Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Transmission of offers by facsimile to Parks Canada : 1-877-558-2349.

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 FPSs, 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, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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



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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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 five (5) business days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail 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

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

Section I: Financial Offer (1 faxed copy)

Section II: Certifications (1 faxed 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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats->



procurement/politique-policy-eng.html). 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: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section II: Certifications

Offerors must submit the certifications 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause M0220T (2016—01-28), Evaluation of Price

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

4.2 Basis of Selection

- 4.2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

See attached Annex D - submit with offer

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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

There are no security requirements.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex F.

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Standing Offer.

7.4 Standard Clauses and Conditions

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

7.5 General Conditions

[2005](#) (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.6 Term of Standing Offer

7.6.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from May 1st, 2017 to April 30, 2020.



7.6.2 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 one-year periods 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.7 Authorities

7.7.1 Standing Offer Authority

The Standing Offer Authority is:

Céline Morin
Advisor
National Contracting Services
Parks Canada Agency
111 Water Street East
Cornwall ON K6H 6S3

Telephone 613-938-5940
Facsimile 866-246-6893
celine.morin@pc.gc.ca

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

7.7.2 Project Authority

The Project Authority for the Standing Offer is: *(this information will be provided upon contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

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

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



7.7.3 Offeror's Representative **Contractor, please fill in**

Contact Name:

Address:

Telephone:

Facsimile:

E-mail address:

Procurement Business Number (PBN): _____

Or GST Number: _____

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

7.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.9 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include :

- The Quebec Waterways Field Unit, Technical Services;
- Strategic Policy and Investment Directorate, team dedicated to the Quebec Waterways.

7.10 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a Call-Up Against a Standing Offer.

1. Services will be called-up as follows:
 - a. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Parks Canada Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.



2. The Offeror will be authorized in writing by the Parks Canada Representative to proceed with the work by

issuance of a Call-up against the Standing Offer using the designated form.

3. Any proposed changes to the scope of work are to be discussed with the Parks Canada Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority

7.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

7.12 Limitation of Price

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

7.13 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04) General Conditions – Services (Medium Complexity
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment / Bid form;
- g) the Offeror's offer dated _____

7.14 Certifications

7.14.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.15 Applicable Laws

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



B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment – Firm Prices

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

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

7.5.2 Single Payment

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

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



7.6 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment:

Parks Canada Agency
1899, boulevard de Périgny
Chambly QC J3L 4C3

or

- b. An electronic copy in PDF format sent to the following address:

services.financiersfinanciers.uvng@pc.gc.ca

7.7 Insurance - Specific Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

- 7.8.1 SACC Manual clause [A9068C](#) (2010-01-11) – Government Sites Regulations



Parks Canada
Parcs Canada



ANNEX "A"
STATEMENT OF WORK



Parks
Canada

Parcs
Canada



Parks Canada Agency

Quebec Waterways

ANNEX A

17-0001 BOOK OF SPECIFICATIONS

CRANE RENTAL AND OPERATION SERVICES

Carillon Canal National Historic Site

Chambly Canal National Historic Site

Lachine Canal National Historic Site

Sainte-Anne-de-Bellevue Canal National Historic Site

Saint-Ours Canal National Historic Site

Canada



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1.0 Terms Used

1. In this Book of Specifications, "**Parks Canada**" means the Parks Canada Agency (Quebec Waterways).
2. "**Engineer**" means the Parks Canada Technical Services Representative or his or her authorized representative.
3. "**Contractor**" means the company chosen to perform the work outlined in this Book of Specifications.

1.1 Mandate

1. According to the needs, the Contractor shall provide the boom trucks, tractors and trailers, as well as the extensible cranes, of various sizes and capacities. The Contractor shall provide the certified operators and ensure the transport of its personnel and material to and from the facilities that belong to or are operated by Parks Canada, along the following waterways, Chambly Canal, Ste-Anne-de-Bellevue Canal, St-Ours Canal, Carillon Canal and Lachine Canal.

1.2 Examination of Premises

1. The Contractor shall perform its own assessment of the difficulties to be considered prior to starting the work. It will be the Contractor's responsibility to get all the information required for the evaluation and fulfilment of the contract. The Contractor shall have no recourse against Parks Canada or its representative, if the information it received proves insufficient or incomplete or if it has interpreted it incorrectly.

1.3 Use of Premises

1. The work shall be executed in such a manner that it will not have any adverse effect on the normal operations of the users of the site and will be carried out following a schedule least likely to inconvenience the occupants, visitors and users.
2. The Contractor shall obey the posted speed limit of 10 km/h maximum, to prevent any accident involving users or employees in the park. All of the Contractor's vehicles must have a working revolving warning light at all times on Parks Canada grounds.
3. The Contractor shall not drive on the roads and structures any loaded vehicle, machinery or equipment that exceeds in weight or size the specified legal limit, without written permission and instructions from the Engineer.
4. Following each maintenance visit, the Contractor shall remove from the premises any waste or refuse resulting from the work. It shall leave the premises in a clean state, to the complete satisfaction of the departmental representative.

1.4 The Contractor's Responsibilities

1. Provide the Company's personnel with the proper equipment, devices, tools and machinery, including personal protective equipment (PPE). Ensure that the equipment is properly maintained and used in the prescribed manner, in compliance with the Canada Labour Code (CLC) and provincial regulations where applicable.
2. All the work shall be completed to the satisfaction of the Agency's representative. The work that is not accepted shall be rectified immediately, at no additional cost.
3. The Contractor is entirely responsible for any damage it may cause to the property of Parks Canada or a third party, during the execution of the work.
4. All the work and lifting equipment provided by the Contractor must be in compliance with the requirements of the CAN/CSA-Z150-11 standard and any other latest applicable standard.
5. The Contractor shall manage its activities so that the health and safety of the public, of its personnel and of other workers on the site shall always take precedence. The Contractor shall comply with the current environment standards.

2.0 Description of the Work

1. The work for which Parks Canada wishes to mandate a Contractor may be summarized as, but not limited to the provision of cranes, qualified operators, signalers, trucks, trailers, and other equipment required for the setting up, removal and transport of:
 1. Temporary bridges;
 2. Emergency gates;
 3. Trashracks;
 4. Cofferdams;
 5. Lock-gates;
 6. Equipment and machinery;
 7. Safety booms;
 8. Footwalks;
 9. Wharfs.

2.1 The Contractor's Equipment

1. All the vehicles and equipment provided by the Contractor must be in good mechanical condition and capable of functioning continuously, without interruption (8 hours per day). No rental fee will be paid for periods of downtime and no mobilization or demobilization fees will be paid for the replacement of equipment.
2. The vehicles and equipment must be in compliance with all the provincial and federal regulations related to the use, maintenance and security of the equipment, including the CAN/CSA-Z150-11 standard.

2.2 The Contractor's Operators and Employees

1. All of the Contractor's operators and employees must:
 1. Speak and understand French;
 2. Have a valid competency card related to their respective duties.
 3. Have all the qualification and training related to their respective duties.

2.3 Subcontracting

1. Parks Canada is allowing the Contractor to call on subcontractors to fulfill the mandate. The Contractor is responsible at all times for its subcontractor and cannot under any circumstances free itself of its contractual responsibilities.
2. The employees and equipment provided by the subcontractor shall meet the requirements of this contract in every aspect.
3. The Contractor shall inform the Parks Canada person in charge at least 24h before the start of the work for which it plans to use a subcontractor to fulfill the mandate.
4. Parks Canada reserves the right to refuse a subcontractor it deems incapable of completing the work properly, safely and on time.

2.4 Work Completion Time and Schedule

- .1 Meeting the deadlines is of utmost importance. Any changes to the schedule must immediately be brought to the attention of Parks Canada. In return, Parks Canada shall immediately inform the Contractor of any changes to the schedule.
- .2 Routine requests shall be processed within a maximum delay of three (3) days.
- .3 Although, lifting operations are not usually scheduled on Saturdays or Sundays, or on holidays, the Contractor shall have a team available to work on any day of the year, according to the needs of Parks Canada.
- .4 The majority of the work will be carried out between 6:00 am and 4:00 pm and could occasionally surpass 8 hours per day. Emergency work or work for operational purposes may be required outside of this schedule.
- .5 Receipt of urgent requests must be confirmed within one hour of when the request was made, and the Contractor shall arrive on location with the equipment required within 6 hours of the initial call.
- .6 The Contractor will be responsible for bearing the costs associated with the work (Parks Canada, Contractor, Subcontractor, etc.) if any delays in this work are its responsibility (lack or breakdown of equipment, etc.).
- .7 The minimum duration of equipment rental (excluding mobilization and demobilization) is:
 1. Boom truck of 0 to 45 tonnes = 2 hours
 2. Extensible crane of 46 to 199 tonnes = 4 hours
 3. Extensible crane of 200 tonnes and more = 6 hours

2.5 Collective Agreement

1. The current collective agreement for the **civil engineering and roadworks** sector applies at all times for the labour.
2. Any bonus or benefit that is not included in the tender schedule, such as meals and overtime periods, will be paid in accordance with what is outlined in the current collective agreement.
3. Every claim made by the Contractor related to the collective agreement shall be set out in detail and include the collective agreement's article number to which the claim is related.
4. If the Contractor has to take a toll bridge, tunnel or highway to get to the work site, it will **NOT** be able to claim the costs incurred from the Parks Canada Agency.
5. The Contractor can charge administration fees of **maximum 15%**, only for the claims that are **NOT** outlined in the tender schedule and that are related to articles 2.5.3 to 2.5.5. Administration costs shall be broken down separately from the claims on the invoices.

2.6 Weather Conditions

1. If a service request is made by the Parks Canada Agency and the work cannot be carried out because of weather conditions (wind, heavy rain, storms, etc.), the Contractor may charge the cost of mobilization and demobilization as well as the longest work period between:
 1. The operating time on site (time actually spent on site) **OR**;
 2. Half of the minimum equipment rental period outlined in Article 2.4.7.
2. The decision to refuse to perform any lifting will be at the discretion of the Contractor or its representative.
3. If the work must be cancelled due to weather conditions, it will be postponed to a later date at the discretion of the Parks Canada representative.

ANNEX "B"

BASIS OF PAYMENT

**LACHINE CANAL N.H.S.
CHAMBLY CANAL N.H.S.
SAINTE-ANNE-DE-BELLEVUE CANAL N.H.S.
CARILLON CANAL N.H.S.
SAINT-OURS CANAL N.H.S.**

CRANE RENTAL AND OPERATION SERVICES

I (we), the undersigned, hereby state that:

Having carefully reviewed the Statement of Work, appendices and specifications related to this tender;

Having received from Parks Canada, all the necessary information for the preparation of this tender;

Having read and understood all the local conditions and having carefully reviewed any article that could possibly affect the execution of the work for this project;

I (we) hereby propose to carry out, on behalf of Parks Canada all the work set out in the specifications of this tender, in accordance with the requirements of these specifications and all the work inherent in this project, but not outlined in its specifications, at the following price detailed in the Tender Schedule.

TOTAL TENDER PRICE (before applicable taxes): \$ _____

I (we) hereby state that I (we) have received the following addendum(s):

No: _____	Date: _____	No: _____	Date: _____
No: _____	Date: _____	No: _____	Date: _____
No: _____	Date: _____	No: _____	Date: _____

Tenderer's Name

Title

Address

Date

Phone

Authorized Signature(s)

<i>TENDER SUMMARY</i>		
<i>Part</i>	<i>Description</i>	<i>Total</i>
<i>A</i>	<i>LIFTING AND TRANSPORT EQUIPMENT - Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal 2017-2022 (plus applicable taxes)</i>	\$
<i>B</i>	<i>LABOUR Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal 2017-2022 (plus applicable taxes)</i>	\$
<i>C</i>	<i>MOBILIZATION AND DEMOBILIZATION Lachine Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal 2017-2022 (plus applicable taxes)</i>	\$
<i>D</i>	<i>MOBILIZATION AND DEMOBILIZATION Carillon Canal 2017-2022 (plus applicable taxes)</i>	\$
<i>E</i>	<i>MOBILIZATION AND DEMOBILIZATION Saint-Ours Canal 2017-2022 (plus applicable taxes)</i>	\$
	<i>TOTAL TENDER PRICE 2017-2022 (before applicable taxes):</i>	\$

<i>ESSENTIAL INFORMATION FOR COMPLETING PARTS A, B, & C OF THE TENDER SCHEDULE</i>
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1. Any quantity indicated in the Tender Schedule is estimated and is used only for evaluating the tenders. These quantities may be increased or decreased in accordance with the needs of each site.
2. All of the company's general expenses such as administration, profit, skilled labour, transport, insurance and other incidental expenses that are essential to the operation of the rented equipment must be included in the hourly or flat rates set out in the schedule.
3. All the prices set out in this Tender Schedule must be **WITHOUT** applicable taxes.
4. The articles concerning the **Lifting and Transport Equipment** (A.1 to A.8) include the time that the boom truck, extensible crane or tractor and trailer are on site and that is billed at an hourly rate. These articles include the costs (**at straight time**) for all the operator(s), helpers and drivers required for the operation of the boom truck or crane. The billable time calculation begins when the mobilization ends and ends when the demobilization begins.
5. Article (B.2) **Double Time** for **crane operators, signallers and helpers**, reflects the additional surcharge caused by the double time of the Contractor's employees on site. The overtime period is governed by the current collective agreement for the civil engineering and roadworks sector.

Double time surcharges are calculated at an hourly rate per employee. Double time is **NOT** included in the articles in **parts A, C, D and E** of the Tender Table.

6. The **mobilization and demobilization** articles for the **boom trucks, extensible cranes and tractors and trailers** in **parts C, D and E** of the Tender Table include:
 - Mobilization:
 - Preparation, at the Contractor's office or yard, of the boom truck, extensible crane, tractor and trailer, and of all the booms, counterweights and equipment required for the work;
 - Time for the transport of the boom truck, extensible crane, tractor and trailer, and of all the booms, counterweights and equipment required for the work, from the Contractor's office or yard to the work site;
 - Mobilization ends when the boom truck, extensible crane or tractor and trailer and all the booms, counterweights and equipment required for the work **have arrived at the work site.**
 - Demobilization:
 - Demobilization begins when the boom truck, extensible crane or tractor and trailer; and all of the booms, counterweights and equipment required for the work **leave the work site** at the end of the workday;
 - Time for the transport of the boom truck, extensible crane or tractor and trailer and all of the booms, counterweights and equipment required for the work from the work site to the Contractor's office or yard;
 - Time for the maintenance of the equipment, tools or material after the work day.
 - The surcharge for double time (Article B.2) is **NOT** included in these articles and will be charged additionally.

7. The articles concerning the **thaw surplus** in **parts C, D and E** of the Tender Table include the permits, additional equipment and all additional costs caused by the transport of the boom trucks, extensible cranes, booms and counterweights during the thaw period regulated by the Ministère du Transport, mobilité durable et électrification des transports du Québec.

ANNEX "C"

INTEGRITY PROVISIONS

List of names: All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:

- i. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners;
or
- iii. suppliers that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the supplier of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

For more information or additional forms concerning Canada's Integrity Regime consult <http://www.tpsgc-pwgsc.gc.ca/ci-if/ci-if-eng.html>.

Company Information

Legal Business Name (required) :	
Alternative name (optional) :	
Operating as (optional) :	
PBN (optional):	

Board of directors (required) (add additional lines as required)

Director full name	Position (optional)

ANNEX "D"

PROOF OF COMPLIANCE – OCCUPATIONAL H & S

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, _____ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name _____

Signature _____

Date _____

ANNEX “ E “
INSURANCE REQUIREMENTS



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent Code	Address (No., Street)	City	Province	Postal
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Name of Insured (Contractor) Code	Address (No., Street)	City	Province	Postal
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Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<input checked="" type="checkbox"/> Commercial General Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
<input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input type="checkbox"/> Pollution Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> All-Risk in Transit				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number
Signature	Date D / M / Y



Travaux publics et
 Services gouvernementaux
 Canada

Public Works and
 Government Services
 Canada

CERTIFICATE OF INSURANCE

Page 2 of 2

<p>General</p> <p>1. The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>1. The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>2. The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
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<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>Aviation Liability</p> <p>The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>
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