



Request for Standing Offer

Demand d'offre à commandes

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

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

OR by fax: 1-877-558-2349

Tender To: Parks Canada Agency

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

Soumission aux: l'Agence Parcs Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans la présente at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution

Parks Canada Agency
111, Water Street East
Cornwall ON K6H 6S3

Title-Sujet Standing Offer: Crane rental with operator - Rideau Canal National Historic Site		
Solicitation No. - No. de l'invitation 5P301-17- 0002		Date: July 27, 2017
GETS Reference No. – No de reference de SEAG		Client Ref. No. – No. de réf du client.
Solicitation Closes:		
at – á 02:00 PM	on – le September 06, 2017	Time Zone - Fuseau horaire EDT - HAE
F.O.B. - F.A.B.		
Plant-Usine: <input type="checkbox"/> Destination: X Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à : Patrick Alguire - patrick.alguire@pc.gc.ca		
Telephone No. - No de téléphone (613) 938-5955		Fax No. – No de FAX: (877) 558-2349
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:		
See Herein – Voir en ceci		

**TO BE COMPLETED BY THE BIDDER (type or print)
À ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)**

Vendor/Firm Name – Nom du fournisseur/de l'entrepreneur	
Address - Adresse	
Name of person authorized to sign on behalf of the Vendor/Firm	
Titale - Titre	
Telephone No. - N° de téléphone:	
Facsimile No. - N° de télécopieur:	
Email - Courriel:	
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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes

1.2 Summary

- 1.2.1 Parks Canada Agency (PCA) has a requirement for the provision of all labour, materials, tools, equipment, transportation, signal person and supervision necessary to rent Cranes of various configurations with operators on an "as and when requested" basis, to the Rideau Canal National Historic Sites, Parks Canada. The work area covers the locks on the Rideau Canal System from the Kingston Mills Lock in Kingston to the Ottawa Locks on the Ottawa River.

The period for making call-ups against the Standing Offer is from issuance of Standing Offer to March 31, 2020.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and the North American Free Trade Agreement (NAFTA).

- 1.2.3 The purpose of this request is to establish multiple standing offers. It is our intention to issue three (3) Standing Offers for each crane size. Parks Canada retains the right to increase the number of Standing Offers it issues to ensure that all crane sizes are covered for each of the crane sizes listed below:

Crane Sizes
50 Ton
90 Ton
120 Ton
200 Ton
300 Ton
400 Ton
500 Ton

Substitute crane sizes: Offerors may submit crane sizes not listed, any crane size not listed must be rounded down to the nearest crane size listed in the table. Example: Crane size of 160 Ton can be submitted as a 120 Ton crane.

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.

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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

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

Offers by facsimile will be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide

the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c.F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may 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 [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

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-procurement/politique-policy-eng.html) (<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: Technical Offer

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

Section I: Financial Offer

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Table 1		
MT1 – Company Experience		
#	Mandatory Technical Criteria	Offer Preparation Instructions
MT1.1	The Offeror's proposed crane must: a) not be older than fifteen (15) years; and b) have a valid Non Destructive Testing (NDT) certificate as proof of meeting the provisions of the Provincial Regulatory bodies as applicable	Submit the following: a) proof of age for each proposed crane b) Valid NDT for each proposed crane
MT1.2	The Offeror's Technical Offer must propose a minimum of 1 qualified operator for each crane size that they would like to be considered for. An operator may be used for multiple sizes provided that they meet the submission requirements.	For each operator the offeror must submit the following: a) a copy of their valid Ontario Hoisting Ticket; b) proof of a minimum 50 hours operating time; c) crane size(s) they are qualified to operate.

Table 2		
MT2 - Certificates/Licenses/Company Policies		
#	Mandatory Technical Criteria	Offer Preparation Instructions
MT2.1	The Offeror must have a documented Safe Practices or Operations Manual.	The Offeror's Technical Offer MUST include a detailed copy of their Safe Practices or Operations Manual. This manual must include at a minimum: a) crane safety procedures; b) emergency procedures Failure to include a detailed copy of the minimum items listed above with your bid will render your bid non-responsive.
The Safe Practices or Operations Manual, as such named above, is not intended to correspond to any one Offeror's definition or categorization, as such definitions or categorizations may vary between Offerors.		

4.1.2 Financial Evaluation

4.1.2.1 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

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the

[Employment and Social Development Canada-Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)
(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

PART 6 - INSURANCE REQUIREMENTS

6.1 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 "E".

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the issuance of the Standing Offer to March 31, 2020.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Representative's Name: Patrick Alguire

Title: Contracting Officer

Organization: Parks Canada Agency

Mailing Address: 111 Water Street East, Cornwall, ON K6H 6S3

City: Cornwall

Province/ Territory: ON

Postal Code: K6H 6S3

Telephone No.: 613-938-5955

Fax No.: 866-246-6893

Email Address: Patrick.alguire@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.

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative

Representative's Name:

Title:

Vendor/Firm Name:

Mailing Address:

City:

Province/ Territory:

Postal Code:

Telephone No.:

Fax No.:

Email Address:

Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:

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

Canadian Bidders are requested 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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Ontario Waterways Unit, Rideau Canal National Historic Site, Parks Canada.

7.8 Call-up Procedures

7.8.1 Ranking and Methodology for Standing Offer, Multiple Standing Offers:

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

In this case, the highest-ranked offer will be the lowest price compliant offer.

Call-ups will be issued based on the crane size required in the Statement of Work. Parks Canada will provide the selected offeror with a Statement of Work as specific projects arise. The offeror will submit a proposal to the Departmental Representative in accordance with the fixed rates established in Annex B, Basis of Payment.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) by the issuance of a call-up against the Standing Offer.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000 (Applicable Taxes included).

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the 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;
- g) Annex E, Insurance Requirements;
- h) Annex F, Lock Stations; and
- i) the Offeror's offer dated (*inserted at issuance*)

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.14 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

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 within the period listed in 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

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm prices as specified in Annexe B. 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.

7.5.3 Terms of Payment

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

7.6 Invoicing Instructions

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

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the Statutory Declaration.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on the Call-up document.

7.7 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.

ANNEX "A" STATEMENT OF WORK

Crane services with operator

- 1 For any Crane size 90 ton or larger, the Offeror must supply signal person(s).
- 2 The Offeror must provide the size of crane requested by the Project Manager. The Offeror upon approval from the Project Manager may substitute a crane with a higher rental rate than the type requested, the applicable charge must be for the crane size requested. The Offeror must advise Project Manager of any substitution. If the Offeror substitute a crane with a lower rental rate than the type requested, the applicable charge must be the lower of the two;
- 3 The Offeror must provide 24 hour emergency service if required.
- 4 The Offeror shall provide the crane with operator, necessary safe operating and required maintenance instructions as requested herein.
- 5 The crane shall comply with all provincial vehicle operation, maintenance and safety regulations and have all applicable licenses and special permits and levies applicable for the cranes.
- 6 The Offeror shall inform the Technical Authority in writing of any necessary requirements to ensure they are compliant with the above legislation.
- 7 Crane supplied must be in good mechanical condition and capable of continuous operation, without breakdown (8 hours per day). No rental charges will be paid for down time.
- 8 If a call-up has been made, Parks Canada Agency will NOT pay for the days that the crane cannot be used due to inclement weather conditions i.e.: wind, thunderstorms, etc. - it will be at the Site Authority discretion. Only the actual days used will be charged. The consignee will pay a maximum charge of 4 hours (1/2 the daily rate) should the contractor be waiting for work from the site authority concerning inclement weather conditions (this applies only during the period of the call-up). The rate does not apply should the crane be cancelled the day before.
- 9 The Operator must be a certified crane operator in Ontario and not an apprentice. Offeror is not permitted to use call-ups to train their operators;
- 10 The Operator shall take all necessary precautions to protect and prevent damage to any structures and or surrounding property. Damage caused by the Operator shall be made good without undue delay and to the satisfaction of Parks Canada Agency.
- 11 The Offeror shall be responsible for the delivery of the crane to Parks Canada Agency as per the call-up document.
- 12 All maintenance, fuel and lubrication of crane is to be included in the rental fee and is the responsibility of The Offeror. No additional charges for this will be made to Parks Canada Agency by the contractor.
- 13 The contractor shall ensure that the crane is operated by a licensed operator at all times and is done so in a safe manner and that all guards are in place. Operator must attend all on site safety meetings.
- 14 Crane breakdown:

The Offeror must dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed in location. The licensed mechanic and mobile service unit must be at location of the breakdown within a reasonable time line, agreed by both parties, depending on the location of the Parks Canada worksite.

If the Offeror cannot perform service within a reasonable time, the Offeror is to dispatch a replacement unit to the breakdown location immediately at no additional cost to the Crown. The Offeror is responsible for all delivery, offloading and all travel and living expenses associated with providing a replacement unit. The rental unit will be subject to the Acceptance Inspection.

If it is necessary to have the rental unit towed to a service location due to a mechanical failure, the Offeror is responsible for all towing charges incurred. The Offeror is to dispatch a tow truck immediately, after being notified by Project Authority to the breakdown location:

- 15 The location of work will cover all the locks on the Rideau Canal system which covers an area of 212 km stretching from the Kingston Mills lock in Kingston to the Ottawa Locks on the Ottawa River.
- 16 For crane sizes 50 ton to 90 ton, the offered upon request must be able to supply a barge and utilize their crane on the barge. The provision of a barge will be quoted at the time of the call up, the offerer will provide a barge sizes based on the requirement of the call up and the crane required.

ANNEX "B" BASIS OF PAYMENT

The Offeror must indicate the Crane sizes they would like to be considered for:

Crane Size Requested	Offeror Crane Size (Crane categories listed show the minimum crane size for that category. Crane cannot be larger than the next listed crane size. i.e 50 ton crane must be no less than 50 tons and no larger than 89 tons)
50 Ton	
90 Ton	
120 Ton	
200 Ton	
300 Ton	
400 Ton	
500 Ton	

1) Standing Offer Period #1: From date of issuance to March 31 2018- Year 1

The rates below shall be inclusive of all Labour to perform the work, Supervision, Transportation, Equipment and Materials to the site. These rates shall remain firm for the complete period of the resulting Standing Offer for all the years and shall exclude the Goods and Services Tax (GST) which must be shown as a separate item on the invoice for payment. The Contractor may be requested to provide verification/clarification of rates by providing copies of receipts attached to invoices, at time of payment by the Consignee.

For urgent request, delivery of Crane(s) to the site must be made within 24 hours.

Item #	Crane Size	Rate Type	Rate Type	Estimated Usage (a)	Rate (b)	Estimated total (a)+(b)=(c) (c)
1.1	50 Ton	First 4 hours	Call	20	\$	\$
1.2	50 Ton	Regular hours	Hour	120	\$	\$
1.3	50 Ton	Outside regular hours	Hour	20	\$	\$
1.4	50 Ton	Weekend/Stat hours	Hour	10	\$	\$
2.1	90 Ton	First 4 hours	Call	10	\$	\$
2.2	90 Ton	Regular hours	Hour	400	\$	\$
2.3	90 Ton	Outside regular hours	Hour	100	\$	\$
2.4	90 Ton	Weekend/Stat hours	Hour	40	\$	\$
3.1	120 Ton	First 4 hours	Call	10	\$	\$
3.2	120 Ton	Regular hours	Hour	80	\$	\$
3.3	120 Ton	Outside regular hours	Hour	20	\$	\$
3.4	120 Ton	Weekend/Stat hours	Hour	8	\$	\$
4.1	200 Ton	First 4 hours	Call	2	\$	\$
4.2	200 Ton	Regular hours	Hour	16	\$	\$
4.3	200 Ton	Outside regular hours	Hour	4	\$	\$
4.4	200 Ton	Weekend/Stat hours	Hour	8	\$	\$
5.1	300 Ton	First 4 hours	Call	2	\$	\$
5.2	300 Ton	Regular hours	Hour	16	\$	\$
5.3	300 Ton	Outside regular hours	Hour	4	\$	\$
5.4	300 Ton	Weekend/Stat hours	Hour	8	\$	\$
6.1	400 Ton	First 4 hours	Call	2	\$	\$
6.2	400 Ton	Regular hours	Hour	16	\$	\$
6.3	400 Ton	Outside regular hours	Hour	4	\$	\$
6.4	400 Ton	Weekend/Stat hours	Hour	8	\$	\$
7.1	500 Ton	First 4 hours	Call	1	\$	\$
7.2	500 Ton	Regular hours	Hour	8	\$	\$
7.3	500 Ton	Outside regular hours	Hour	2	\$	\$
7.4	500 Ton	Weekend/Stat hours	Hour	8	\$	\$

Notes:

- Regular Hours: 7:30am to 4:00pm, excluding 12:00 to 12:30pm
- First 4 hours includes all transportation, mobilization, demobilization, and remaining operating time. Transportation time will be calculated from 49 Center st. Smith Falls, Ontario or from the previous location crane, whichever is closest.

- For crane sizes 90 Ton and larger all prices must include signal person
- No extended stay fee will be paid, all travel will use the Travel and Living Expenses listed below.

1.2 Travel and Living Expenses

Excluding Mobilization and Demobilization, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Total Estimated Cost of Travel and Living: \$ (*Inserted at Issuance*)

Note:

An example of related expenses could be if the Project Authority requests a meeting with the Contractor. In this example the travel distance to the meeting site will be calculated from the lessor of;

- 1) 49 Center st. Smith Falls, Ontario; or
- 2) Contractor's prime operating address location from which that individual leaves.

Meal expenses will only be covered for times when overnight accommodation is required.

2) Standing Offer Period #2: From April 1, 2018 to March 31 2019- Year 2

The rates below shall be inclusive of all Labour to perform the work, Supervision, Transportation, Equipment and Materials to the site. These rates shall remain firm for the complete period of the resulting Standing Offer for all the years and shall exclude the Goods and Services Tax (GST) which must be shown as a separate item on the invoice for payment. The Contractor may be requested to provide verification/clarification of rates by providing copies of receipts attached to invoices, at time of payment by the Consignee.

For urgent request delivery of Crane(s) to the site must be made within 24 hours.

Table 2.1

Item #	Crane Size	Rate Type	Rate Type	Estimated Usage (a)	Rate (b)	Estimated total (a)+(b)=(c) (c)
1.1	50 Ton	First 4 hours	Call	20	\$	\$
1.2	50 Ton	Regular hours	Hour	120	\$	\$
1.3	50 Ton	Outside regular hours	Hour	20	\$	\$
1.4	50 Ton	Weekend/Stat hours	Hour	10	\$	\$
2.1	90 Ton	First 4 hours	Call	10	\$	\$
2.2	90 Ton	Regular hours	Hour	400	\$	\$
2.3	90 Ton	Outside regular hours	Hour	100	\$	\$
2.4	90 Ton	Weekend/Stat hours	Hour	40	\$	\$
3.1	120 Ton	First 4 hours	Call	10	\$	\$
3.2	120 Ton	Regular hours	Hour	80	\$	\$
3.3	120 Ton	Outside regular hours	Hour	20	\$	\$
3.4	120 Ton	Weekend/Stat hours	Hour	8	\$	\$
4.1	200 Ton	First 4 hours	Call	2	\$	\$
4.2	200 Ton	Regular hours	Hour	16	\$	\$
4.3	200 Ton	Outside regular hours	Hour	4	\$	\$
4.4	200 Ton	Weekend/Stat hours	Hour	8	\$	\$
5.1	300 Ton	First 4 hours	Call	2	\$	\$
5.2	300 Ton	Regular hours	Hour	16	\$	\$
5.3	300 Ton	Outside regular hours	Hour	4	\$	\$
5.4	300 Ton	Weekend/Stat hours	Hour	8	\$	\$
6.1	400 Ton	First 4 hours	Call	2	\$	\$
6.2	400 Ton	Regular hours	Hour	16	\$	\$
6.3	400 Ton	Outside regular hours	Hour	4	\$	\$
6.4	400 Ton	Weekend/Stat hours	Hour	8	\$	\$
7.1	500 Ton	First 4 hours	Call	1	\$	\$
7.2	500 Ton	Regular hours	Hour	8	\$	\$
7.3	500 Ton	Outside regular hours	Hour	2	\$	\$
7.4	500 Ton	Weekend/Stat hours	Hour	8	\$	\$

Notes:

- Regular Hours: 7:30am to 4:00pm, excluding 12:00 to 12:30pm
- First 4 hours includes all transportation, mobilization, demobilization, and remaining operating time. Transportation time will be calculated from 49 Center st. Smith Falls, Ontario or from the previous location crane, whichever is closest.

- For crane sizes 90 Ton and larger all prices must include signal person
- No extended stay fee will be paid, all travel will use the Travel and Living Expenses listed below.

2.2 Travel and Living Expenses

Excluding Mobilization and Demobilization, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Total Estimated Cost of Travel and Living: \$ (*Inserted at Issuance*)

Note:

An example of related expenses could be if the Project Authority requests a meeting with the Contractor. In this example the travel distance to the meeting site will be calculated from the lessor of;

- 1) 49 Center st. Smith Falls, Ontario; or
- 2) Contractor's prime operating address location from which that individual leaves.

Meal expenses will only be covered for times when overnight accommodation is required.

3) Standing Offer Period #3: From April 1, 2019 to March 31 2020- Year 3

The rates below shall be inclusive of all Labour to perform the work, Supervision, Transportation, Equipment and Materials to the site. These rates shall remain firm for the complete period of the resulting Standing Offer for all the years and shall exclude the Goods and Services Tax (GST) which must be shown as a separate item on the invoice for payment. The Contractor may be requested to provide verification/clarification of rates by providing copies of receipts attached to invoices, at time of payment by the Consignee.

For urgent request delivery of Crane(s) to the site must be made within 24 hours.

Table 3.1

Item #	Crane Size	Rate Type	Rate Type	Estimated Usage (a)	Rate (b)	Estimated total (a)+(b)=(c) (c)
1.1	50 Ton	First 4 hours	Call	20	\$	\$
1.2	50 Ton	Regular hours	Hour	120	\$	\$
1.3	50 Ton	Outside regular hours	Hour	20	\$	\$
1.4	50 Ton	Weekend/Stat hours	Hour	10	\$	\$
2.1	90 Ton	First 4 hours	Call	10	\$	\$
2.2	90 Ton	Regular hours	Hour	400	\$	\$
2.3	90 Ton	Outside regular hours	Hour	100	\$	\$
2.4	90 Ton	Weekend/Stat hours	Hour	40	\$	\$
3.1	120 Ton	First 4 hours	Call	10	\$	\$
3.2	120 Ton	Regular hours	Hour	80	\$	\$
3.3	120 Ton	Outside regular hours	Hour	20	\$	\$
3.4	120 Ton	Weekend/Stat hours	Hour	8	\$	\$
4.1	200 Ton	First 4 hours	Call	2	\$	\$
4.2	200 Ton	Regular hours	Hour	16	\$	\$
4.3	200 Ton	Outside regular hours	Hour	4	\$	\$
4.4	200 Ton	Weekend/Stat hours	Hour	8	\$	\$
5.1	300 Ton	First 4 hours	Call	2	\$	\$
5.2	300 Ton	Regular hours	Hour	16	\$	\$
5.3	300 Ton	Outside regular hours	Hour	4	\$	\$
5.4	300 Ton	Weekend/Stat hours	Hour	8	\$	\$
6.1	400 Ton	First 4 hours	Call	2	\$	\$
6.2	400 Ton	Regular hours	Hour	16	\$	\$
6.3	400 Ton	Outside regular hours	Hour	4	\$	\$
6.4	400 Ton	Weekend/Stat hours	Hour	8	\$	\$
7.1	500 Ton	First 4 hours	Call	1	\$	\$
7.2	500 Ton	Regular hours	Hour	8	\$	\$
7.3	500 Ton	Outside regular hours	Hour	2	\$	\$
7.4	500 Ton	Weekend/Stat hours	Hour	8	\$	\$

Notes:

- Regular Hours: 7:30am to 4:00pm, excluding 12:00 to 12:30pm
- First 4 hours includes all transportation, mobilization, demobilization, and remaining operating time. Transportation time will be calculated from 49 Center st. Smith Falls, Ontario or from the previous location crane, whichever is closest.

- For crane sizes 90 Ton and larger all prices must include signal person
- No extended stay fee will be paid, all travel will use the Travel and Living Expenses listed below.

3.2 Travel and Living Expenses

Excluding Mobilization and Demobilization, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Total Estimated Cost of Travel and Living: \$ (*Inserted at Issuance*)

Note:

An example of related expenses could be if the Project Authority requests a meeting with the Contractor. In this example the travel distance to the meeting site will be calculated from the lessor of;

- 1) 49 Center st. Smith Falls, Ontario; or
- 2) Contractor's prime operating address location from which that individual leaves.

Meal expenses will only be covered for times when overnight accommodation is required.

4) Summary

Table 4.1	
Description	Total Estimated Price
Year 1 Total	\$
Year 2 Total	\$
Year 3 Total	\$
Total Estimated Price	\$

Parks Canada may have a requirement for additional products or services similar in nature not listed in the pricing tables above. The supplier agrees to provide prices as listed in the Contractor's regular, seasonal and sale catalogues or current published price lists, less a discount of _____ percent.

For crane sizes 50 ton to 90 ton, the offered upon request must be able to supply a barge and utilize their crane on the barge. The provision of a barge will be quoted at the time of the call up, the offerer will provide a barge sizes based on the requirement of the call up and the crane required.

The Contractor must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

Contractors Name

Contractors Signature

Date

ANNEX "C" STANDING OFFER REPORTS

The Contractor must report on a quarterly basis the call-up/contract activities. The minimum reporting requirements are as follows:

- a) the standing offer number;
- b) the supplier name;
- c) the reporting period;
- d) the call-up/contract number for each call-up/contract, including amendments;
- e) the client department;
- f) the contracting authority
- g) the date of the call-up/contract
- h) the call-up/contract period;
- i) the line items acquired/services provided; and
- j) the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

ANNEX "D" ATTESTATION FORM

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

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

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 \$2,000,000 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 Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,

Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

Rigger's Liability Insurance

1. The Contractor must obtain Rigger's Liability Insurance, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate. The Contractor's Riggers Liability Insurance must provide coverage for loss or damage to all Government Property under its care, custody or control, and must be maintained in force throughout the duration of the Contract. The Government Property must be insured on Replacement Cost (new) basis.

The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

2. The Rigger's Liability Insurance policy must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b. Loss Payee: Canada as its interest may appear or as it may direct, for loss or damage to Government property in the Contractor's care, custody or control.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Sollicitation No. - N° de l'invitation
5P301-17-0002

Amd. No. - N° de la modif.
-

Buyer - l'acheteur
Patrick Alguire

Client Ref. No. - N° de réf. du client

File Name - Nom du dossier



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Standing Offer: Crane rental with operator - Rideau Canal National Historic Site

ANNEX E - CERTIFICATE OF INSURANCE

Page 1 of 1

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		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input checked="" type="checkbox"/> Rigger's Liability				\$		\$
<input type="checkbox"/>				\$	<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

Annex “F” Sectors

This list is not a complete list of all the locations within the Rideau Canal, other locations within the Rideau Canal may be requested.

Sector	Station	Civic Address
Northern	OTTAWA LOCK: LCB	3 Canal Lane
Northern	HARTWELLS CROWN HOUSE	901 Prince of Wales Drive
Northern	HOGS BACK LCB	795 Hogs Back Road
Northern	Black Rapids Lock Control Building	2453 Prince of Wales Drive
Northern	Long Island Interpretation Bldg	390 Nicolls Island Road
Central	Burritts Rapids Lock Control Building	RR 4 River Road
Central	Upper Nicholsons Lock Control Building	121 Andrewsville Road
Central	Lower Nicholsons Lock Control Building	13 Nicholson Lane
Central	Clowes Lock Control Building	495 Heritage Drive
Central	Merrickville Lock Control Building	Main Street
Central	Kilmarnock Lock Control Building	1324 Killmarnock Road, RR 2
Central	Edmonds Lock Control Building	147 Edmonds Lock Lane, RR 4
Central	Old Slys Lock Control Building	9 Old Slys Road
Central	Detached Lock Control Building	8 Abbot Street
Central	Combined Lock Control Building	70 Confederation Drive
Central	Poonamalie Crown House	22 Poonamalie Road, RR 1
Central	Upper Beverages Lock Control Building	RR 5 Perth
Central	Lower Beveridges Lock Control Building	RR 5 Perth
Southern	Narrows LCB	1275 Narrows Lock Road
Southern	Newboro Lock Control Building	10 Blockhouse Lane
Southern	Chaffey's: LCB	1724 Chaffey's Lock Road
Southern	DAVIS - LOCK CONTROL BLDG.	1822 Davis Lock Road
Southern	Jones Falls Sweeny House	182 Lock Road
Southern	Upper Brewers Lock Control Building	3000 Brewers Mills Road
Southern	Lower Brewers Crown House Lock Office	1419 Washburn Road
Southern	King Mills: Upper LCB	563 Kingston Mills Road

