



Request for Standing Offer

Demand d'offre à commandes

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

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 RFSO - Diving Services Rideau Canal		
Solicitation No. - No. de l'invitation 5P301-17-0001/A		Date: July 27, 2017
GETS Reference No. – No de reference de SEAG		Client Ref. No. – No. de réf du client.
Solicitation Closes:		
at – à 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: <input checked="" type="checkbox"/> 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, Standing Offer Reports, Insurance Requirements and diving Sectors.

1.2 Summary

1.2.1 The Contractor will provide diving services and dive supervision for investigation, operation, and construction requirements of the Ontario Waterways, Rideau Canal Waterway (ONW-RID) of the Parks Canada Agency.

Work in the ONW-RID will involve pressure and non-pressure infrastructure dives including but not limited to locks, dams, bridges, and canal walls, on an “as and when requested” basis

The Contractor will carry out service in accordance with CAN/CSA Z275.4-12 Competency Standard for Diving Operations; CAN/CSA Standard Z275.2-11 Occupational Safety Code for Diving Operations and any other applicable Federal or Provincial regulations.

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

As per the Integrity Provisions under section 01 of Standard Instructions 2006, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

1.2.2 The requirement is subject to the provisions of the World Trade Organization (WTO), North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA)

1.2.3 This bid solicitation cancels and supersedes previous bid solicitation number 5P301-17-0001 dated 2017-04-04 with a closing of 2017-05-24 at 2:00 pm (EDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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 (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to Parks Canada will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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 (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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-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 II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Price Proposal Form. 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

#	Mandatory Technical Criteria	Offer Preparation Instructions
MT-1	The Offeror must have been in the business of providing commercial diving services for a minimum of 5 years from the RFSO closing date.	The Offeror's Technical Offer must demonstrate the Offeror has been in the business of providing commercial diving services for a minimum of 5 years from the RFSO closing date.
MT-2	The Offeror's proposed dive resources must have: a) a valid Divers Medical Certificate; and b) a minimum of 50 hours diving experience.	The Offeror's Technical Offer must propose a minimum of 4 qualified Divers, submitting for each: a) a copy of their valid Divers Medical Certificate; and b) proof of a minimum 50 hours diving time e.g. from personal divers log book or DCBC Certificate.
MT-3	The Offeror must have a documented Safe Practices or Operations Manual.	The Offeror's Technical Offer must include a copy of their Safe Practices or Operations Manual. This manual must include at a minimum: a) diving safety procedures; b) pre and post diving checklists; c) emergency procedures for: Failure to include a detailed copy of the minimum items listed above with your bid will render your bid non-responsive.

MT-4	<p>The Offeror has acquired experience (work must have been completed in the last 5 years from the RFSO closing date) providing similar and specific commercial diving services as stated in Annex A - Statement of Work, article 4.23.</p>	<p>The Offeror's Technical Offer must demonstrate it has acquired experience (work must have been completed in the last 5 years from the RFSO closing date) providing similar and specific commercial diving services as stated in Annex A - Statement of Work, article 4.23, by submitting a detailed description of 5 unrelated and completed projects. Each project must include:</p> <ul style="list-style-type: none"> a) the Offerors description/overview of each project in reference to the requirements in Annex A - Statement of Work, article 4.23; b) the period the work was provided e.g. start and end date; and c) the name of the client organization and the reference contact for each project.
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The Safe Practices or Operations Manual, as such named in MT-3 above, is not intended to correspond to any one Offeror's definition or categorization as such definitions or categorizations may vary between Offeror's.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

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 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer(s) with the lowest evaluated price will be recommended for issuance of a standing offer.

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 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.

5.1.1 Integrity Provisions – Required Documentation

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

5.1.2 Commercial Divers Certification from the Divers Certification Board of Canada

The Offeror must provide a copy of a valid Commercial Divers Certification from the Divers Certification Board of Canada, for the minimum of 4 qualified divers which were provided for the Mandatory Technical Criteria MT-2. Offerors will have 10 days from the date of request to provide copies of the certification for all 4 divers. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.2.3.2 Status and Availability of Resources

SACC Manual Clause M3020T (2016-01-28), Status and Availability of Resources

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC *Manual* Clause [M9033T](#) (2011-05-16), Financial Capability

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 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 perform the Work 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 issuance of 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, Rideau Waterway of the Parks Canada Agency.

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.

For this requirement only the three (3) highest ranked offers will be offered a standing offer.

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 \$(*inserted at issuance*) (Applicable Taxes included).

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the supplementary general conditions [2035](#) (2016-04-04), General Conditions – Higher Complexity – Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex E, Insurance Requirements;
- h) Annex F, Diving Sectors; 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.

7.13.2 SACC Manual Clauses

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

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, 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

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.

7.5.2 Limitation of Expenditure

SACC Manual clause [C6001C](#) (2013-04-25) Limitation of Expenditure

7.5.3 Method 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

1. Title

Provision of Diving Services for Rideau Canal.

2. Background

The Contractor will provide diving services and dive supervision for investigation, operation, and construction requirements of the Ontario Waterways, Rideau Canal Waterway (ONW-RID) of the Parks Canada Agency.

3. Scope

Work in the ONW-RID will involve pressure and non-pressure infrastructure dives including but not limited to locks, dams, bridges, and canal walls, on an "as and when requested" basis

Although dives are not normally scheduled outside Monday to Friday, or on statutory holidays, the Contractor be expected to make available a dive team to work any day of the year should it be necessary.

4. Objective

The Contractor will carry out service in accordance with CAN/CSA Z275.4-12 Competency Standard for Diving Operations; CAN/CSA Standard Z275.2-11 Occupational Safety Code for Diving Operations and any other applicable Federal or Provincial regulations.

5. Requirements

The Contractor must:

- 5.1 Provide dive teams for the normally scheduled Monday to Friday time frame;
- 5.2 Provide dive teams, if required, on any day of the year should it be necessary;
- 5.3 Provide a 3 day response time for routine requirements e.g. non-emergency;
- 5.4 Provide divers that are certified by the Diver Certification Board of Canada;
- 5.5 Provide qualified and experienced divers, trained to a level that will allow the diver to safely undertake diving operations;
- 5.6 Prior to commencing work each dive, provide a written report to the Parks Canada departmental representative, detailing the site specific Health and Safety Plan, including as a minimum:
 - 5.6.1 Ensure that a current Workplace Safety and Insurance Board (WSIB) Clearance Certificate, for all personnel involved in the dive has been filed with Parks Canada, Ontario Waterway - Rideau Canal;
 - 5.6.2 Results of site specific safety hazard assessment;
 - 5.6.3 Results of safety and health risk or hazard analysis for site tasks and operations;
 - 5.6.4 Contractor and subcontractor Safety Communication Plan;
 - 5.6.5 Prepare and provide Comprehensive Dive Plan and Emergency Response Plan for each assignment;

- 5.6.6 Complete a Parks Canada OHS Attestation form and provide it to the initiating Departmental Representative
- 5.7 Have a valid Liability Insurance Certificate e.g. as per Annex E;
- 5.8 Ensure all supplied divers have a current Diving Medical Validation;
- 5.9 Pursuant to clause 59(2(b) and subsection 5(4) of Ontario Regulation 629/4, provide telephone notification and Notice for Diving Operation to Ministry of Labour (MOL) area diving office, and provide a copy to the Parks Canada District Manager, Chief Engineer/Asset Manager and Director of Canal Operations prior to each dive. To determine qualifications, the diver must be able to provide MOL with past diving logs including any certificates of competency and diving medical validation at the time of any inspection;
- 5.10 Ensure all divers maintain an updated dive log, and make available upon request;
- 5.11 Have prior signed authorization, from a Parks Canada department representative, before sub-contracting services;
- 5.12 Provide proof of a comprehensive, companywide Health and Safety Policy;
- 5.13 Follow and adhere at all times to Canada Labour Code Part II Section 18, OS&HA Ontario Regulation 629/94 and the regulations made under them and any other applicable legislation;
- 5.14 Ensure supplied personnel are familiar with regulatory prohibitions placed on the use of SCUBA and the interactions of Occupational Health and Safety Act concerning crane and barge operations, where personal protective equipment and prescribed procedures are required;
- 5.15 Provide supplied personnel with all appropriate equipment, devices, tools, and machinery, including personal protection devices (PPE), ensuring all equipment is maintained in proper working condition and is used in the prescribed manner as required under the Canadian Labour Code (CLC);
- 5.16 At all times have available a qualified diving supervisor who is authorized to act on the Contractors behalf, to ensure work is properly and safely carried out. The diving supervisor shall be qualified to a level required to supervise the diving operation being carried out;
- 5.17 Carry out safety and coordination meetings for the purpose of informing their personnel of the health and safety hazards at the work site. Minutes of these meeting are to be forwarded to the departmental representative.
- 5.18 Immediately stop work and advise the Parks Canada departmental representative, verbally and in writing, in the event of any unforeseen or peculiar safety related factor, hazard or condition, becoming evident, during the performance of the work;
- 5.19 Resolve any stop work orders that the Parks Canada departmental representative, or any other Federal or Provincial official, may impose for noncompliance of health and safety regulations;
- 5.20 Prepare Operation Control Instructions covering any environmental aspects that their on-site activities, products and services create;
- 5.21 Prior to the removal of any substance, that the Contractor determines could be hazardous to the environment or diver health, provide to the Parks Canada departmental representative, for review and approval, the estimated cost associated with providing protection from exposure to the substance;
- 5.22 Provide the following diving services, as required, but not necessarily limited to the following:

- 5.22.1 Meet with the Parks Canada departmental representative on site, upon request;
 - 5.22.2 Provide photographic, video and a written report of investigative findings;
 - 5.22.3 Inspection and repair of underwater infrastructure and equipment, including but not limited to: concrete, hydraulic lines, electrical cables, intake/exhaust valves, lock gate Function, replacement of drop cables, hinges, bushings, seals etc. within lock Chambers, at dams, bridges and canals;
 - 5.22.4 Installation/removal, and proper sealing of coffer logs for lock dewatering;
 - 5.22.5 Measure quantities for contract progress payments;
 - 5.22.6 Tremie concrete placement;
 - 5.22.7 Sealing of locks, dams etc. as required;
 - 5.22.8 Welding;
 - 5.22.9 Aids to navigation chain replacements;
 - 5.22.10 Drilling, breaking and removal of concrete;
 - 5.22.11 Grinding, repairing, removal, installing fasteners and seals;
 - 5.22.12 Report observations of specific asset conditions; and
- 5.23 Provide diving services for the Parks Canada assets throughout the Rideau Canal, sample of assets can be found in Annex "F" Diving Sectors.
- 5.24 Minimum dive boat size be 8' x 20' with a minimum of 50 hp engine. The requirement to use a dive boat will be provided at the time of the call up and at the discretion of Parks Canada.

ANNEX "B" BASIS OF PAYMENT

The Offeror should complete Annex "B" and include it in its financial offer once completed. As a minimum, the Offeror must respond to this pricing proposal by including in its financial offer for each of the periods specified below its quoted firm all inclusive price (in CDN \$).

The volumetric data included in this pricing proposal are provided for offer Estimated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing proposal does not represent a commitment by Canada that Canada's future usage of the services described in the offer solicitation will be consistent with this data.

1. Standing Offer Period is from Standing Offer issuance date to March 31, 2018 – Year 1

1.1 Firm All Inclusive Hourly Rate. Hours will be based on the dive time sheets.

Table 1.1				
	A	B	C	D
Item	Requirement	Estimated Number of Hours	Firm All Inclusive Hourly Rate (excluding GST/HST)	Total Estimated Price = Column (BxC)
.1	Provide 4 person surface supplied dive crew	100	\$	\$
.2	On Site Stand by	10	\$	\$
.3	Extra Diver Surface Supplied	10	\$	\$
.4	Provision of a Boat (Minimum dive boat size be 8' x 20' with a minimum of 50 hp engine)	20	\$	\$
Total Estimated Price (Sum of column D)				\$

1.2 Firm All Inclusive Rate for Crew Mobilization/Demobilization per Sector

Table 1.2				
	A	B	C	D
Item	Requirement	Estimated Number	Firm All Inclusive Rate (excluding GST/HST)	Total Estimated Price = Column (BxC)
.1	Northern Sector	4	\$	\$
.2	Central Sector	4	\$	\$
.3	Southern Sector	4	\$	\$
Total Estimated (Sum of column D)				\$

1.3. Year 1 Summary

Table 1.4	
Description	Total Estimated Price
Table 1.1	\$
Table 1.2	\$
Total Estimated Price Year 1 (CAD)	\$

1.4 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 work 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.

1.5 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Such Direct Expenses items could include but are not limited to:

- a) consumable welding supplies;
- b) grind wheels;
- c) plastic;
- d) sand bags;
- e) concrete; and
- f) timber.

Total Estimated Cost of Other Direct Expenses: \$ *(inserted at issuance)*

2. Standing Offer Period from Standing Offer April 1, 2018 to March 31, 2019 – Year 2

2.1 Firm All Inclusive Hourly Rate

Table 2.1				
	A	B	C	D
Item	Requirement	Estimated Number of Hours	Firm All Inclusive Hourly Rate (excluding GST/HST)	Total Estimated Price = Column (BxC)
.1	Provide 4 person surface supplied dive crew	100	\$	\$
.2	On Site Stand by	10	\$	\$
.3	Extra Diver Surface Supplied	10	\$	\$
.4	Provision of a Boat (Minimum dive boat size be 8' x 20' with a minimum of 50 hp engine)	20	\$	\$
Total Estimated Price (Sum of column D)				\$

2.2 Firm All Inclusive Rate for Crew Mobilization/Demobilization per Sector

Table 2.2				
	A	B	C	D
Item	Requirement	Estimated Number	Firm All Inclusive Rate (excluding GST/HST)	Total Estimated Price = Column (BxC)
.1	Northern Sector	4	\$	\$
.2	Central Sector	4	\$	\$
.3	Southern Sector	4	\$	\$
Total Estimated Price (Sum of column D)				\$

2.3. Year 2 Summary

Table 2.4	
Description	Total Estimated Price
Table 2.1	\$
Table 2.2	\$
Total Estimated Price Year 2 (CAD)	\$

2.4 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 work 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.

2.5 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Such Direct Expenses items could include but are not limited to:

- a) consumable welding supplies;
- b) grind wheels;
- c) plastic;
- d) sand bags;
- e) concrete; and
- f) timber.

Total Estimated Cost of Other Direct Expenses: \$ (*inserted at issuance*)

3. Standing Offer Period is from Standing Offer April 1, 2019 to March 31, 2020 – Year 3

3.1 Firm All Inclusive Hourly Rate

Table 3.1				
	A	B	C	D
Item	Requirement	Estimated Number of Hours	Firm All Inclusive Hourly Rate (excluding GST/HST)	Total Estimated Price = Column (BxC)
.1	Provide 4 person surface supplied dive crew	100	\$	\$
.2	On Site Stand by	10	\$	\$
.3	Extra Diver Surface Supplied	10	\$	\$
.4	Provision of a Boat	20	\$	\$
Total Estimated Price (Sum of column D)				\$

3.2 Firm All Inclusive Rate for Crew Mobilization/Demobilization per Sector

Table 3.2				
	A	B	C	D
Item	Requirement	Estimated Number	Firm All Inclusive Rate (excluding GST/HST)	Total Estimated Price = Column (BxC)
.1	Northern Sector	4	\$	\$
.2	Central Sector	4	\$	\$
.3	Southern Sector	4	\$	\$
Total Estimated Price (Sum of column D)				\$

3.3. Year 3 Summary

Table 3.4	
Description	Total Estimated Price
Table 3.1	\$
Table 3.2	\$
Total Estimated Price Year 3	\$

2.4 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 work 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.

2.5 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Such Direct Expenses items could include but are not limited to:

- a) consumable welding supplies;
- b) grind wheels;
- c) plastic;
- d) sand bags;
- e) concrete; and
- f) timber.

Total Estimated Cost of Other Direct Expenses: \$ (*inserted at issuance*)

4. Summary

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

Notes:

1. Firm All Inclusive Hourly Rate

The item numbers listed below refer to the items listed in column A of Tables 1.1, 2.1 and 3.1.

a) Item #1

The Contractor must include all equipment necessary to perform the duties of the work bid in the Standard Offer of Agreement including but not limited to all equipment required for a 4 person surface supplied dive; all recording devices - video, audio, sonar, GPS, cable locators; any pneumatic and hand tools necessary to complete the task.

b) Item #2

On Site Stand By rates apply any time the dive team or member is on site, not in water performing functions of a dive, but are ready to dive at any time.

c) Item #3

Any extra diver to complement the 4 person surfaced supplied dive team must be approved by the Departmental Representative prior to use.

d) Item #4

In the event that the Contractor is required to provide a vessel for the execution of work authorized by the Department Representative. The compensation for this item includes all equipment and labour necessary to operate the vessel and perform the given task. The Contractor must identify the type and size of vessel. In regards to the provision of the vessel the Contractor will not be compensated for mobilization/demobilization, however the Contractor will be compensated for a minimum of 3 hours per requirement.

Example:

If the Contractor receives a call-up from the client department that contains the services of a boat, then the Firm All Inclusive Hourly Rate specified in the Pricing Table (for the Specified time period) for Item # 4, will apply for the time that the boat is in service. If the boat is in service for less than 3 hours then the minimum compensation of 3 hours will apply.

e) Item #5

In the event that the Contractor is required to provide a barge for the execution of work authorized by the Department Representative. The compensation for this item includes all equipment and labour necessary to operate the barge and perform the task, including the ability to position the barge in the water accordingly. The Contractor must identify the type and size of vessel.

Example:

If the Contractor receives a call-up from the client department that contains the services of a barge, then the Firm All Inclusive Hourly Rate specified in the Pricing Table (for the specified time period) for Item #5, will apply for the time that the barge is in service.

2. Firm All Inclusive Rate for Crew Mobilization/Demobilization per Sector

The item numbers listed below refer to Tables 1.2, 2.2 and 3.2.

a) Item 1 to 3 Inclusive

Example:

Sollicitation No. - N° de l'invitation
5P301-17-0001/A

Amd. No. - N° de la modif.
-

Buyer - l'acheteur
Patrick Alguire

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

File Name - Nom du dossier
Request for Standing Offer – Diving Services Rideau Canal National Historic Site

If the Contractor receives a call-up from the client department to perform services in the Northern Sector then the Firm All Inclusive Rate specified in the Pricing Table (for the specified time period) for Item #1 will apply.

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 endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. 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.

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada Agency and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - 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. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,

284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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



ANNEX E - 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		
				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"/> Marine Liability				\$		
<input type="checkbox"/>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/>				\$		
<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” Diving Sectors

This list is not a complete list of all the diving 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	Chaffeys: 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

Appendix 1 – 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)