



**RETURN OFFERS TO:**

Parks Canada Agency Bid Receiving Unit  
National Contracting Services

Offer E-mail Address:

[pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca](mailto:pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca)

This is the only acceptable email address for responses to the Request for Standing Offers. Offers submitted by email directly to the Standing Offer Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to offer documents will not be accepted.

**REQUEST FOR STANDING OFFERS**

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

**Issuing Office:**

Parks Canada Agency  
National Contracting Services  
Cornwall, ON

<b>Title:</b> Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada	
<b>Solicitation No.:</b> 5P300-20-0275/A	<b>Date:</b> February 23, 2021
<b>Client Reference No.:</b> N/A	
<b>GETS Reference No.:</b> PW-21-00947252	

<b>Solicitation Closes:</b> <b>At:</b> 2 pm <b>On:</b> April 6, 2021	<b>Time Zone:</b> EDT
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<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
<b>Address Enquiries to:</b> Laura Lowson	
<b>Telephone No.:</b> 343-585-2754	<b>Email Address:</b> <a href="mailto:laura.lowson@canada.ca">laura.lowson@canada.ca</a>
<b>Destination of Goods, Services, and Construction:</b> See herein	

**TO BE COMPLETED BY THE OFFEROR**

<b>Vendor/ Firm Name:</b>	
<b>Address:</b>	
<b>Telephone No.:</b>	<b>Fax No.:</b>
<b>Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):</b>	
<b>Signature:</b>	<b>Date:</b>

**Solicitation No.:**  
5P300-20-0275/A

**Amendment No.:**  
00

**Contracting Authority:**  
Laura Lawson

Ver.02.08.21

**Client Reference No.:**  
N/A

**Title:**  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

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## **IMPORTANT NOTICE TO OFFERORS**

**OFFERS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.**

**OFFERS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.**

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is [pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca](mailto:pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca). Offers submitted by email directly to the Standing Offer Authority or to any email address other than [pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca](mailto:pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca) will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

### **Direct Deposit**

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a Standing Offer will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at:  
<http://www.directdeposit.gc.ca>

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## **PART 1 – GENERAL INFORMATION**

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### **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 requires a contractor to provide, on an as required basis, traffic control services at various locations along the Rideau Canal, particularly the Detached, Old Slys and Kingston Mills swing bridges.

The period for making call-ups against the Standing Offer is from April 1, 2021 to March 31, 2024 with the option to extend the Standing Offer for up to two (2) additional one-year periods.

- 1.2.2.** The Request for Standing Offers (RFSO) is to establish Standing Offers for the requirement detailed in the RFSO, to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

### **1.3. Security Requirements**

- 1.3.1.** There is no security requirement associated with the Request for Standing Offer.

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#### **1.4. Debriefings**

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

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## PART 2 – OFFEROR INSTRUCTIONS

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### 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](#) (2020-05-28) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions [2006](#) incorporated by reference above is deleted in its entirety.

### 2.2. Submission of Offers

Offers must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the Request for Standing Offers (RFSO).

**Offers submitted in-person, by facsimile or by courier will not be accepted.**

The only acceptable email address for responses to the RFSO is [pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca](mailto:pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca).

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The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

### 2.3. 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.

## **2.4. 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.

## **2.5. Bid Challenge and Recourse Mechanisms**

**2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

**2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell website](#), under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

**2.5.3.** Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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**Title:**  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

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## **PART 3 – OFFER PREPARATION INSTRUCTIONS**

### **3.1. Offer Preparation Instructions**

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

Section I: Financial Offer  
Section II: Certifications

#### **Section I: Financial Offer**

Offerors must submit their financial bid in accordance with Attachment 1 to Part 3 – Pricing Schedule.

#### **Section II: Certifications**

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

## ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Offeror must provide pricing in the format specified in this Pricing Schedule. 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 Canadian Dollars, applicable taxes excluded.

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.

**Regular Service pricing** is an all-inclusive price for the supply, operation and labour for each piece of equipment responding to a request. This price includes but is not limited to: all traveling expenses while working onsite or hauling to a disposal site, profit, overhead, direct labour, tools and equipment required to perform work on a daily or weekly basis after mobilization of equipment has taken place. The offeror must provide onsite respond to a service call within 1-2 days' maximum following the request unless otherwise agreed to by both parties. The cost of mobilizing equipment to the site is NOT included in the service call pricing and will be provided as a lump sum price in addition to the daily or week rate.

**Emergency Service pricing** is an all-inclusive price for the supply, operation and labour for each piece of equipment responding to a request. This price includes but is not limited to: all traveling expenses while working onsite or hauling to a disposal site, profit, overhead, direct labour, tools and equipment required to perform work on a daily or weekly basis after mobilization of equipment has taken place. The offeror must provide onsite respond to a service call within 4-6 hours' maximum following the request unless otherwise agreed to by both parties. The cost of mobilizing equipment to the site is NOT included in the emergency service call pricing it will be provided as a lump sum price in addition to the daily or weekly rate.

**Mobilization/Demobilization pricing** is an all-inclusive price to transport equipment to the designated job site. Mobilization costs are to be calculated using the Town of Smiths Falls or the bidders place of business, whichever is less as the starting point. This price includes but is not limited to: all traveling expenses, profit, overhead, direct labour, tools and equipment required to mobilize the equipment to and from the job site. Mobilization/Demobilization pricing will not be applicable if the service representative is already at the site when Call-up is received by the Contractor.

**Regular Hours** are between 8:00 a.m. to 4:30 p.m. Monday to Friday excluding Statutory Holidays. This is also the basis for the hours expected to cover the daily rates.

**Goods:** Prices are as listed in the Contractor's regular, seasonal and sale catalogues or current published price lists, less a discount of percent. 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.

**Traffic Plans** is an all-inclusive firm price to create traffic plans for road closures.

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Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

**Standing Offer Year 1: April 1, 2021 to March 31, 2022**

<b>Table A: Traffic Services</b>				
Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Unit (b)	Total Price (c) (a x b = c)
Mobilization & Demobilization to Detached Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Old Slys Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Kingston Mills Lock	Per Trip	2 each	\$	\$
Daily Rate @ Detached	Daily	4 days	\$	\$
Daily Rate @ Old Slys	Daily	4 days	\$	\$
Daily Rate @ Kingston Mills	Daily	4 days	\$	\$
Daily Rate for temporary traffic control lights	Daily	2 days	\$	\$
Daily Rate for 2 Flagmen (8 hr day, 8:00 am to 4:30 pm)	Daily	2 days	\$	\$
Overtime Rate for 2 Flagmen	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Old Slys lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Detached Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Kingston Mills Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (regular hours) to Old Slys lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Detached Lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Kingston Mills Lock	Hourly	48 hrs	\$	\$
<b>TOTAL</b>				\$

**Table B: Creation of Traffic Control Plans**

Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Plan (b)	Total Price (c) (a x b = c)
Traffic Control Plan 0-25 kms	Lump sum per plan	2	\$	\$
Traffic Control Plan >25-50 kms	Lump sum per plan	4	\$	\$
Traffic Control Plan >50-75 kms	Lump sum per plan	3	\$	\$
Traffic Control Plan >75-100 kms	Lump sum per plan	1	\$	\$
TOTAL				\$

**Table C: Goods**

Description of Service	Discount (a)	Evaluated Quantity (b)	Evaluated Total (c) $b - (a * b) = c$
Goods as per Annex A – Statement of work, section 4.11	%	\$3000	\$
TOTAL			\$

**Note:**

- From time to time it may be necessary to request these services for other lockstations listed in the Annex C – List of Lockstations. Should this need arise, we will obtain specific pricing for those sites at that time.

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**Standing Offer Year 2: April 1, 2022 to March 31, 2023**

<b>Table D: Traffic Services</b>				
Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Unit (b)	Total Price (c) (a x b = c)
Mobilization & Demobilization to Detached Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Old Slys Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Kingston Mills Lock	Per Trip	2 each	\$	\$
Daily Rate @ Detached	Daily	4 days	\$	\$
Daily Rate @ Old Slys	Daily	4 days	\$	\$
Daily Rate @ Kingston Mills	Daily	4 days	\$	\$
Daily Rate for temporary traffic control lights	Daily	2 days	\$	\$
Daily Rate for 2 Flagmen (8 hr day, 8:00 am to 4:30 pm)	Daily	2 days	\$	\$
Overtime Rate for 2 Flagmen	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Old Slys lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Detached Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Kingston Mills Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (regular hours) to Old Slys lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Detached Lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Kingston Mills Lock	Hourly	48 hrs	\$	\$
<b>TOTAL</b>				\$

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Title:  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

**Table E: Creation of Traffic Control Plans**

Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Plan (b)	Total Price (c) (a x b = c)
Traffic Control Plan 0-25 kms	Lump sum per plan	2	\$	\$
Traffic Control Plan >25-50 kms	Lump sum per plan	4	\$	\$
Traffic Control Plan >50-75 kms	Lump sum per plan	3	\$	\$
Traffic Control Plan >75-100 kms	Lump sum per plan	1	\$	\$
TOTAL				\$

**Table F: Goods**

Description of Service	Discount (a)	Evaluated Quantity (b)	Evaluated Total (c) $b - (a * b) = c$
Goods as per Annex A – Statement of work, section 4.11	%	\$3000	\$
TOTAL			\$

**Note:**

- From time to time it may be necessary to request these services for other lockstations listed in the Annex C – List of Lockstations. Should this need arise, we will obtain specific pricing for those sites at that time.

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**Standing Offer Year 3: April 1, 2023 to March 31, 2024**

<b>Table G: Traffic Services</b>				
Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Unit (b)	Total Price (c) (a x b = c)
Mobilization & Demobilization to Detached Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Old Slys Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Kingston Mills Lock	Per Trip	2 each	\$	\$
Daily Rate @ Detached	Daily	4 days	\$	\$
Daily Rate @ Old Slys	Daily	4 days	\$	\$
Daily Rate @ Kingston Mills	Daily	4 days	\$	\$
Daily Rate for temporary traffic control lights	Daily	2 days	\$	\$
Daily Rate for 2 Flagmen (8 hr day, 8:00 am to 4:30 pm)	Daily	2 days	\$	\$
Overtime Rate for 2 Flagmen	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Old Slys lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Detached Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Kingston Mills Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (regular hours) to Old Slys lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Detached Lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Kingston Mills Lock	Hourly	48 hrs	\$	\$
<b>TOTAL</b>				\$

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Title:  
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**Table H: Creation of Traffic Control Plans**

Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Plan (b)	Total Price (c) (a x b = c)
Traffic Control Plan 0-25 kms	Lump sum per plan	2	\$	\$
Traffic Control Plan >25-50 kms	Lump sum per plan	4	\$	\$
Traffic Control Plan >50-75 kms	Lump sum per plan	3	\$	\$
Traffic Control Plan >75-100 kms	Lump sum per plan	1	\$	\$
TOTAL				\$

**Table I: Goods**

Description of Service	Discount (a)	Evaluated Quantity (b)	Evaluated Total (c) $b - (a * b) = c$
Goods as per Annex A – Statement of work, section 4.11	%	\$3000	\$
TOTAL			\$

**Note:**

- From time to time it may be necessary to request these services for other lockstations listed in the Annex C – List of Lockstations. Should this need arise, we will obtain specific pricing for those sites at that time.

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**OPTION PERIOD 1: April 1, 2024 to March 31, 2025**

<b>Table J: Traffic Services</b>				
Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Unit (b)	Total Price (c) (a x b = c)
Mobilization & Demobilization to Detached Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Old Slys Lock	Per Trip	2 each	\$	\$
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Overtime Rate for 2 Flagmen	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Old Slys lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Detached Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Kingston Mills Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (regular hours) to Old Slys lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Detached Lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Kingston Mills Lock	Hourly	48 hrs	\$	\$
<b>TOTAL</b>				\$

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Amendment No.:  
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Contracting Authority:  
Laura Lowson

Ver.02.08.21

Client Reference No.:  
N/A

Title:  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

**Table K: Creation of Traffic Control Plans**

Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Plan (b)	Total Price (c) (a x b = c)
Traffic Control Plan 0-25 kms	Lump sum per plan	2	\$	\$
Traffic Control Plan >25-50 kms	Lump sum per plan	4	\$	\$
Traffic Control Plan >50-75 kms	Lump sum per plan	3	\$	\$
Traffic Control Plan >75-100 kms	Lump sum per plan	1	\$	\$
TOTAL				\$

**Table L: Goods**

Description of Service	Discount (a)	Evaluated Quantity (b)	Evaluated Total (c) $b - (a * b) = c$
Goods as per Annex A – Statement of work, section 4.11	%	\$3000	\$
TOTAL			\$

**Note:**

- From time to time it may be necessary to request these services for other lockstations listed in the Annex C – List of Lockstations. Should this need arise, we will obtain specific pricing for those sites at that time.

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**OPTION PERIOD 2: April 1, 2025 to March 31, 2026**

<b>Table M: Traffic Services</b>				
Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Unit (b)	Total Price (c) (a x b = c)
Mobilization & Demobilization to Detached Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Old Slys Lock	Per Trip	2 each	\$	\$
Mobilization & Demobilization to Kingston Mills Lock	Per Trip	2 each	\$	\$
Daily Rate @ Detached	Daily	4 days	\$	\$
Daily Rate @ Old Slys	Daily	4 days	\$	\$
Daily Rate @ Kingston Mills	Daily	4 days	\$	\$
Daily Rate for temporary traffic control lights	Daily	2 days	\$	\$
Daily Rate for 2 Flagmen (8 hr day, 8:00 am to 4:30 pm)	Daily	2 days	\$	\$
Overtime Rate for 2 Flagmen	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Old Slys lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Detached Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (after hours) to Kingston Mills Lock	Hourly	6 hrs	\$	\$
Emergency Call Rates (regular hours) to Old Slys lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Detached Lock	Hourly	48 hrs	\$	\$
Emergency Call Rates (regular hours) to Kingston Mills Lock	Hourly	48 hrs	\$	\$
<b>TOTAL</b>				\$

**Table N: Creation of Traffic Control Plans**

Description of Service	Unit of Measurement	Estimated Usage (a)	Price Per Plan (b)	Total Price (c) (a x b = c)
Traffic Control Plan 0-25 kms	Lump sum per plan	2	\$	\$
Traffic Control Plan >25-50 kms	Lump sum per plan	4	\$	\$
Traffic Control Plan >50-75 kms	Lump sum per plan	3	\$	\$
Traffic Control Plan >75-100 kms	Lump sum per plan	1	\$	\$
<b>TOTAL</b>				\$

**Table O: Goods**

Description of Service	Discount (a)	Evaluated Quantity (b)	Evaluated Total (c) b - (a * b) = c
Goods as per Annex A – Statement of work, section 4.11	%	\$3000	\$
<b>TOTAL</b>			\$

**Note:**

- From time to time it may be necessary to request these services for other lockstations listed in the Annex C – List of Lockstations. Should this need arise, we will obtain specific pricing for those sites at that time.

**Table P: Total of all Tables**

Total Standing Offer Year 1 April 1, 2021 to March 31, 2022: Tables A to C	\$
Total Standing Offer Year 2 April 1, 2022 to March 31, 2023: Tables D to F	\$
Total Standing Offer Year 3 April 1, 2023 to March 31, 2024: Tables G to I	\$
Total Option Period 1 April 1, 2024 to March 31, 2025: Tables J to L	\$
Total Option Period 2 April 1, 2024 to March 31, 2025: Tables M to O	\$
<b>TOTAL EVALUATED PRICE (applicable taxes excluded)</b>	<b>\$</b>

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Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

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## **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. Financial Evaluation**

SACC *Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price – Offer

#### **4.1.2. 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.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1. Certifications Required with the Offer

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

#### 5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

### 5.2. Certifications Precedent to the Issuance of a 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 specified will render the offer non-responsive.

#### 5.2.1. Integrity Provisions – Required Documentation

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

The Offeror, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), must provide the information requested at **Annex E to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

#### 5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Offeror must provide the information requested at **Annex F to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

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**Title:**  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

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### **5.2.3. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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.

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## **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 C.

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](#) (2017-06-21), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

#### **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 April 1, 2021 to March 31, 2024.

##### **7.4.2. Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### **7.4.3. Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

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**Title:**  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

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## 7.5. Authorities

### 7.5.1. Standing Offer Authority

The Standing Offer Authority is:

Laura Lawson  
Contracting Advisor  
Parks Canada Agency  
National Contracting Services  
Chief Financial Officer Directorate  
Cornwall, ON

Telephone: 343-585-2754

E-mail address: [laura.lowson@canada.ca](mailto:laura.lowson@canada.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, the Contracting Authority 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

The Offeror's Representative for the Standing Offer is:

<b>Representative's Name:</b>		
<b>Representative's Title:</b>		
<b>Vendor/ Firm Name:</b>		
<b>Physical Address:</b>		
<b>City:</b>	<b>Province/ Territory:</b>	<b>Postal Code:</b>
<b>Telephone:</b>		<b>Facsimile:</b>
<b>Email Address:</b>		
<b>Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:</b>		

## 7.6. Proactive Disclosure of Contracts with Former Public Servants

\*\*\* SACC Manual clause A3025C to be inserted at issuance of a Standing Offer, if applicable \*\*\*

## 7.7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Parks Canada  
Ontario Waterways

## 7.8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.

- 7.8.1.** Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 7.8.2.** An equivalent form or electronic call-up document which contains at a minimum the following information:
- (a) Standing Offer number;
  - (b) Statement that incorporates the terms and conditions of the Standing Offer;
  - (c) Description and unit price for each line item;
  - (d) Total value of the call-up;
  - (e) Point of delivery;
  - (f) Confirmation that funds are available under section 32 of the Financial Administration Act;
  - (g) Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$30,000.00, Applicable Taxes included.

## 7.10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\*\*\* to be inserted at issuance of a Standing Offer \*\*\* (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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](#) (2020-05-28), General Conditions – Standing Offers – Goods or Services;
- (d) The general conditions [2010C](#) (2020-05-28); General Conditions: Services (medium complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (i) The Offeror's offer dated **\*\*\* to be inserted at issuance of a Standing Offer \*\*\***.

## 7.12. Certifications and Additional Information

### 7.12.1. Compliance

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

## 7.13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **\*\*\* to be inserted at issuance of a Standing Offer \*\*\***.

## **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 and/or provide the items detailed in the call-up against the Standing Offer.

### **7.2. Standard Clauses and Conditions**

#### **7.2.1. General Conditions**

[2010C](#) (2020-05-28), General Conditions – Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

### **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.

#### **7.3.2. Delivery Date**

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

### **7.4. Proactive Disclosure of Contracts with Former Public Servants**

**\*\*\* SACC Manual clause A3025C to be inserted at issuance of a standing offer, if applicable \*\*\***

### **7.5. Payment**

#### **7.5.1. Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. Customs duties are included 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. Monthly Payments**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
-

- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

#### **7.6. Invoicing Instructions**

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
  - a. forwarded to the Parks Canada Representative identified on the Call-up for certification and payment.

#### **7.7. Insurance Requirements**

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

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

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

#### **7.8. Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## ANNEX A

### STATEMENT OF WORK

#### 1. Title

Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

#### 2. Purpose

Parks Canada requires a contractor to provide, on an as required basis, traffic control services at various locations along the Rideau Canal, particularly the Detached, Old Slys and Kingston Mills swing bridges.

#### 3. Background

Parks Canada, Rideau Canal required both scheduled and unscheduled road closures to maintain and fix various assets along the canal. Twice yearly, 3 swing bridges need to be opened, once in the spring for preventative maintenance and once in the fall for winterization. These bridges include Detached, Old Slys and Kingston Mills swing bridges. There could also be other closure requirements at any site along the canal, see the attached list of locations and their addresses.

#### 4. Description of Work

- 4.1. The Contractor is required to complete traffic control plans for all road closures. Plans are to be submitted to the Project Authority prior to setting up equipment on site, including but not limited to maps, routes and layouts of all road closures.
  - 4.1.1. Emergency and project closure plans are to be supplied as requested.
  - 4.1.2. Seasonal road closure plans listed below are required to be prepared in advance and ready for call up at any time:
    - 4.1.2.1. Detached lock station swing bridge on Abbott street Smiths Falls Ontario
    - 4.1.2.2. Old Sly's Lock station swing bridge on Old Sly's Road Smiths Falls Ontario
    - 4.1.2.3. Kingston Mills Lock Station swing bridge on Kingston mills road, Kingston Ontario
- 4.2. Contractor to provide all required signage, barriers, cones, flagmen, temporary control lights, safety equipment and any other items required by the standards, rules, and regulations applicable in the province of Ontario. Ontario standards include, but are not limited to:
  - 4.2.1. Ontario Traffic Manual, Book 7, Temporary Conditions
  - 4.2.2. Ontario Occupational Health and Safety Act - R.S.O. 1990, c.0.1 as amended and Regulations for Construction Projects O. Reg. 213/91 as amended.
  - 4.2.3. It is the Contractor's responsibility to ensure that they are complying with the most current revision of all applicable provincial, municipal and county regulations, including the ones listed above.
- 4.3. Mobilization of all required traffic control items listed in 3.2 are to be set up and covered the day before the road closure. Mobilization costs will be calculated using either the Town of Smiths Falls or the contractor's business address, whichever is less, as the starting point.
- 4.4. Demobilization of all required traffic control items listed in 3.2 are to be completed at the end of the day after the traffic control items are no longer required or are covered at the end of the day

and removed the following day. Whichever is more convenient for the contractor. Demobilization costs will be calculated using either the Town of Smiths Falls or the contractor's business address, whichever is less, as the starting point.

- 4.5. Turn Up/Down: all items are to be uncovered and operational daily per the requirements of the Project Authority. All items are to be covered and turned off daily per the requirements of the Project Authority.
- 4.6. The contractor must prepare, submit (to the Parks Canada Project Authority prior to starting work) and conduct a site specific safety briefing with all personnel that are to be working on site. The briefing must be completed on site with a Parks Canada Project Authority present when flagmen are being utilized as part of the closure.
- 4.7. The Contractor is responsible for providing all Personal Protective Equipment (PPE) to all traffic controllers as required by the standards, rules and regulations applicable to the province of Ontario.
- 4.8. The contractor is to include all travel expensed from their shop to the location of work.
- 4.9. Parks Canada will only pay travel expensed when an overnight stay is required (none are anticipated). In this case, travel to and from the job site to lodging location, lodging and meal expenses incurred as a result of a contract are to follow the Federal Government Guidelines. This type of expense must be preapproved by the Project Authority.
- 4.10. Must provide 24-hour emergency service if required
  - 4.10.1. In the event of an emergency, the contractor is required to mobilize out of their yard within 2 hrs of the call.
  - 4.10.2. Emergency traffic control plans should be submitted within 24 hours of a call. Mobilization of the crew to close the road and make sure traffic is diverted through a safe route is top priority.
  - 4.10.3. The contractor must provide an emergency contact number.
- 4.11. The contractor will supply goods from their priced catalogue of items, including all signage and accessories as and when requested.

**Appendix 1 Lock Station Civic Addresses**

<b>Station</b>	<b>Civic Address</b>	<b>Sector</b>
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	Northern
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	Central
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	Southern

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Laura Lawson

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N/A

**Title:**  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

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## ANNEX B

### BASIS OF PAYMENT

\*\*\* to be inserted at issuance of a Standing Offer \*\*\*

## ANNEX C

### INSURANCE REQUIREMENTS

#### Commercial General Liability

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
    - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
    - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
    - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
    - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
-

- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of 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.

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**Contracting Authority:**  
Laura Lowson

Ver.02.08.21

**Client Reference No.:**  
N/A

**Title:**  
Provision of Traffic Control Services, Ontario Waterways Unit, Parks Canada

## ANNEX D

### ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

\*\*\* to be completed after call-up award \*\*\*

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.

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

<b>Location of Work</b>
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<b>General Description of Work to be Completed</b>
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**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**

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## ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS

### LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

#### Supplier Information

<b>Supplier's Legal Name:</b>		
<b>Organizational Structure:</b> <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership		
<b>Supplier's Legal Address:</b>		
<b>City:</b>	<b>Province / Territory:</b>	<b>Postal Code:</b>
<b>Supplier's Procurement Business Number (optional):</b>		

#### List of Names

Name	Title

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**Declaration**

I, \_\_\_\_\_, (*name*)

\_\_\_\_\_, (*position*) of

\_\_\_\_\_, (*supplier's name*) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

---

**Signature**

**Date**

## ANNEX F TO PART 5 OF THE REQUEST FOR STANDING OFFERS

### 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? <b>Yes</b> ( <input type="checkbox"/> ) <b>No</b> ( <input type="checkbox"/> )
--

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

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published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) 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? <b>Yes ( ) No ( )</b>
--

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.