



RETURN OFFERS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Offer Fax: **1-877-558-2349**

Offer E-mail Address:

soumissionsest-bidsest@pc.gc.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
Québec, QC

Title: Crane Rental and Operation Services – Quebec Waterways	
Solicitation No.: 5P300-22-0112/A	Date: Wednesday, September 21, 2022
Client Reference No.: n/a	
GETS Reference No.: PW-22-01007802	

Solicitation Closes: At: 2 pm On: Thursday, October 6, 2022	Time Zone: ET
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address Enquiries to: Marie-Michelle Mazerolle-Losier	
Telephone No.: n/a	Fax No.: n/a
Email Address: marie-michelle.mazerolle-losier@pc.gc.ca	
Destination of Goods, Services, and Construction: See herein	

TO BE COMPLETED BY THE OFFEROR

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

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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 WILL NOT BE ACCEPTED.

The only acceptable facsimile for responses to the RFSO is **1-877-558-2349**.

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is soumissionsest-bidseast@pc.gc.ca. Offers submitted by email directly to the Standing Offer Authority or to any email address other than soumissionsest-bidseast@pc.gc.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

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, Certifications and any other annexes.

1.2. Summary

The Request for Standing Offer Agreement is to provide, as and when needed, boom trucks, tractors and trailers, as well as extensible cranes, of various sizes and capacities and accessories for various work involving the lifting and transportation of material on sites belonging to the Quebec Waterways Field Unit. Requirements could be at any of the identified locations throughout the Quebec Waterways Field Unit and will be clearly specified during each individual call up.

The period for making call-ups against the Standing Offer is from Award of Standing Offer to October 31, 2023.

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 (1) year periods, from November 1, 2023 to October 31, 2024, and from November 1, 2024 to October 31, 2025 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.

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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.

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.

1.5. Key Terms

See paragraph 1.0 of Annex A – Statement of Work

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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](#) (2022-03-29) 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 Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service 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 or by courier will not be accepted.

The only acceptable facsimile for responses to the RFSO is **1-877-558-2349**.

The only acceptable email address for responses to the RFSO is soumissionsest-bidseast@pc.gc.ca.

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.

2.3. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority (marie-michelle.mazerolle-losier@pc.gc.ca) no later than five (5) business days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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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 Quebec.

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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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

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Section I: Financial Offer

Offerors must submit their financial bid in accordance with the Basis of Payment at Annex B.

3.1.1. Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

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

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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

SACC Manual clause [M0069T](#) (2007-05-25)

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

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Offer

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the 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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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/canada-labour) 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 a Standing Offer or during the period of the Standing Offer.

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PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1. Security Requirements

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

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 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.

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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](#) (2022-01-28), 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 Award of Standing Offer to October 31, 2023.

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 (1) year periods, from November 1, 2023 to October 31, 2024 and from November 1, 2024 to October 31, 2025 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

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CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

7.5. Authorities

7.5.1. Standing Offer Authority

The Standing Offer Authority is:

Marie-Michelle Mazerolle-Losier
Strategic Advisor, Procurement, Materiel, Grants and Contributions Branch (PMGCB)
Chief Financial Officer Directorate
Parks Canada Agency / Government of Canada
marie-michelle.mazerolle-losier@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, 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: ***Please return with bid***

Representative's Name:		
Representative's Title:		
Legal Vendor/ Firm Name:		
Operating Vendor/ Firm Name (if different than above):		
Physical Address:		
City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	
Email Address:		

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

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 are:

Representatives of the Quebec Waterways Field Unit for the Park Canada Agency

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 \$ 35,000.00, 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 \$100,000.00 (*Applicable Taxes included*) 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) month 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.

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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](#) (2022-01-28), Standing Offers – Goods or Services;
- (d) The general conditions [2010C](#) (2022-01-28), 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 *****.

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B. RESULTING CONTRACT CLAUSES

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

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

7.2.1. General Conditions

[2010C](#) (2022-01-28), 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.

7.2.1.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.3. Term of Contract

7.3.1. Period of the Contract

The period of the contract will be based on 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 a firm unit prices, as specified in Annex "B" for a cost of \$ **(to be identified in the call-up against the Standing Offer)**. 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. Single Payment

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

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

7.6. Invoicing Instructions

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;

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract (call up) for certification and payment.

7.7. SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations

[B6802C](#) (2007-11-30) Government Property

7.8. Insurance Requirements

SACC Manual clause [G1001C](#) (2013-11-06), Insurance – Specific 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.

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7.9. 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

1.0 Terms Used

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

1.1 Mandate

1. The Contractor must provide boom trucks, tractors and trailers, as well as extensible cranes, of various sizes and capacities to meet Parks Canada's needs. The Contractor must provide certified operators and ensure the transport of its personnel and material to and from the facilities that belong to or are operated by Parks Canada, along the following waterways:

Canal de Chambly De Chambly à St-Jean-sur-Richelieu : ± 20km 1840, avenue De Bourgogne (Ateliers) Chambly (Québec) J3L 1Z3
Canal de Saint-Ours Écluse 2930, Chemin des Patriotes, route 133 Saint-Ours (Québec) J0G 1P0 Barrage 1453, Saint-Jean-Baptiste, route 223 Saint-Roch-sur-Richelieu (Québec) J0L 2M0
Canal de Lachine Du Vieux-Port à Lachine : ± 15km 1156, rue Mill (Ateliers) Montréal (Québec) H3K 2B3
Canal de Sainte-Anne 170, rue Sainte-Anne Sainte-Anne-de-Bellewue (Québec) H9X 1N1
Canal de Carillon 210, rue du Barrage Saint-André d'Argenteuil (Québec) J0V 1C0

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1.2 Examination of Premises

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

1.3 Use of Premises

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

1.4 The Contractor's Responsibilities

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

2.0 Description of the Work

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

2.1 The Contractor's Equipment

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

2.2 The Contractor's Operators and Employees

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

2.3 Subcontracting

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

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2.4 Work Completion Time and Schedule

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

2.5 Collective Agreement

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

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2.6 Weather Conditions

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

ANNEX B

BASIS OF PAYMENT

ESSENTIAL INFORMATION TO COMPLETE THE BID FORM ATTACHED

The Bid Form (Excel file) attached to the RFSO must be used to calculate your offer price. Offer prices calculated using the Bid Form should then be inserted in the tables below.

1. Any quantity indicated in the Bid Form is estimated and is used only for evaluating the tenders. These quantities may be increased or decreased in accordance with the needs of each site.
2. All of the company's general expenses such as administration, profit, skilled labour, transport, insurance and other incidental expenses that are essential to the operation of the rented equipment must be included in the hourly or flat rates set out in the schedule.
3. All the prices, listed in Annex B must be **BEFORE** applicable taxes.
4. The articles concerning the **Lifting and Transport Equipment** (A.1 to A.8) include the time that the boom truck, extensible crane or tractor and trailer are on site and that is billed at an hourly rate. These articles include the costs (**at straight time**) for all the operator(s), helpers and drivers required for the operation of the boom truck or crane. The billable time calculation begins when the mobilization ends and ends when the demobilization begins.
5. Article (B.2) **Double Time** for **crane operators, signalers and helpers**, reflects the additional surcharge caused by the double time of the Contractor's employees on site. The overtime period is governed by the current collective agreement for the civil engineering and roadworks sector. Double time surcharges are calculated at an hourly rate per employee. Double time is **NOT** included in the articles in **parts A, C, D and E** of the Bid Form. Double time rates are to be identified in **Part B.2** and will be paid as required under the collective agreement for the civil engineering and roadworks sector.
6. The **mobilization and demobilization** articles for the **boom trucks, extensible cranes and tractors and trailers** in **parts C, D and E** of the Bid Form include:
 - Mobilization:
 - Preparation, at the Contractor's office or yard, of the boom truck, extensible crane, tractor and trailer, and of all the booms, counterweights and equipment required for the work;
 - Time for the transport of the boom truck, extensible crane, tractor and trailer, and of all the booms, counterweights and equipment required for the work, from the Contractor's office or yard to the work site;
 - Mobilization ends when the boom truck, extensible crane or tractor and trailer and all the booms, counterweights and equipment required for the work **have arrived at the work site.**
 - Demobilization:
 - Demobilization begins when the boom truck, extensible crane or tractor and trailer; and all of the booms, counterweights and equipment required for the work **leave the work site** at the end of the workday;
 - Time for the transport of the boom truck, extensible crane or tractor and trailer and all of the booms, counterweights and equipment required for the work from the work site to the Contractor's office or yard;
 - Time for the maintenance of the equipment, tools or material after the work day.

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- The surcharge for double time (Article B.2) is **NOT** included in these articles and will be charged additionally.

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

Standing Offer Award Date to October 31, 2023		
Part	Description	Estimated Total
A	LIFTING AND TRANSPORT EQUIPMENT - Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal (<i>Bid form; A.1 to A.8</i>)	\$
B	LABOUR Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal (<i>Bid form; B.1 to B.3</i>)	\$
C	MOBILIZATION AND DEMOBILIZATION Lachine Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal (<i>Bid form; C.1 to C.7</i>)	\$
D	MOBILIZATION AND DEMOBILIZATION Carillon Canal (<i>Bid form; D.1 to D.7</i>)	\$
E	MOBILIZATION AND DEMOBILIZATION Saint-Ours Canal (<i>Bid form; E.1 to E.7</i>)	\$
	TOTAL ESTIMATED PRICE (before applicable taxes):	\$

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Option Year 1 – November 1, 2023 to October 31, 2024		
Part	Description	Estimated Total
A	LIFTING AND TRANSPORT EQUIPMENT - Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal (<i>Bid form; A.1 to A.8</i>)	\$
B	LABOUR Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal (<i>Bid form; B.1 to B.3</i>)	\$
C	MOBILIZATION AND DEMOBILIZATION Lachine Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal (<i>Bid form; C.1 to C.7</i>)	\$
D	MOBILIZATION AND DEMOBILIZATION Carillon Canal (<i>Bid form; D.1 to D.7</i>)	\$
E	MOBILIZATION AND DEMOBILIZATION Saint-Ours Canal (<i>Bid form; E.1 to E.7</i>)	\$
	TOTAL ESTIMATED PRICE (before applicable taxes):	\$

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Option Year 2 – November 1, 2024 to October 31, 2025		
Part	Description	Estimated Total
A	LIFTING AND TRANSPORT EQUIPMENT - Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal (<i>Bid form; A.1 to A.8</i>)	\$
B	LABOUR Lachine Canal, Carillon Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal, Saint-Ours Canal (<i>Bid form; B.1 to B.3</i>)	\$
C	MOBILIZATION AND DEMOBILIZATION Lachine Canal, Sainte-Anne-de-Bellevue Canal, Chambly Canal (<i>Bid form; C.1 to C.7</i>)	\$
D	MOBILIZATION AND DEMOBILIZATION Carillon Canal (<i>Bid form; D.1 to D.7</i>)	\$
E	MOBILIZATION AND DEMOBILIZATION Saint-Ours Canal (<i>Bid form; E.1 to E.7</i>)	\$
TOTAL ESTIMATED PRICE (before applicable taxes):		\$

Summary for evaluation purposes

Standing Offer Award Date to October 31, 2023	\$
Option Year 1 – November 1, 2023 to October 31, 2024	\$
Option Year 2 – November 1, 2024 to October 31, 2025	\$
TOTAL ESTIMATED BID PRICE (before applicable taxes)	\$

ANNEX C

INSURANCE REQUIREMENTS

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.

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- 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 (marie-michelle.mazerolle-losier@pc.gc.ca) . 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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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.

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

Location of Work

General Description of Work to be Completed
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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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Crane Rental and Operation Services – Quebec Waterways

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

Supplier's Legal Name:		
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

Solicitation No.:
5P300-22-0112/A

Amendment No.:
00

Contracting Authority:
Marie-Michelle Mazerolle-Losier

Client Reference No.:
n/a

Title:
Crane Rental and Operation Services – Quebec Waterways

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: _____

Solicitation No.:
5P300-22-0112/A

Amendment No.:
00

Contracting Authority:
Marie-Michelle Mazerolle-Losier

Client Reference No.:
n/a

Title:
Crane Rental and Operation Services – Quebec Waterways

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? Yes () No ()
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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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Client Reference No.:
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Title:
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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? 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.