



RETURN OFFERS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

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

Offer E-mail Address:

soumissionsest-bidseast@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: Heavy Equipment Rental with Operator – Cape Breton Highlands National Park	
Solicitation No.: 5P300-22-0004/A	Date: Friday, October 21, 2022
Client Reference No.: n/a	
GETS Reference No.: PW-22-01010872	

Solicitation Closes: At: 14:00 On: Tuesday, November 15, 2022	Time Zone: EDT
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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: Cape Breton Highlands National Park – Nova Scotia	

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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Marie-Michelle Mazerolle-Losier

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Heavy Equipment Rental with Operator – Cape Breton Highlands National Park

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

Parks Canada has a requirement of heavy equipment rental with an operator on an “as and when requested basis” for two locations at Cape Breton National Park:

- Cape Breton Highlands (Ingonish) which includes all areas of the Cape Breton Highlands from the Ingonish Park Entrance to the staff house in Big Interval., and
- Cape Breton Highlands (Cheticamp) which includes all areas of the Cape Breton Highlands from the Cheticamp Park Entrance up to but not including the staff house in Big Interval, also includes Cheticamp Island.

Parks Canada will issue up to two (2) Standing Offers, one (1) Standing Offer per location (Ingonish and Cheticamp).

The period of the Standing Offer is from Award to October 31, 2023.

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

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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.

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

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 Nova Scotia.

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: Technical Offer
Section II: Financial Offer
Section III: Certifications

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: 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. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical offers will be evaluated against the mandatory technical evaluation criteria specified below.

Number	Mandatory Criteria
M1	The Offeror must provide a list of excavator, tandem truck and backhoe operators that they intend to deploy to complete the work described at <i>Annex A – Statement of Work</i> , if they are awarded a Standing Offer. The list must include each individual's years of experience operating the identified equipment. A minimum of two (2) years of experience is required for each identified operator. This list must be a maximum of one (1) page long.
M2	The Offeror must provide a complete list of their heavy equipment inventory that they intend to use to complete the work described at <i>Annex A – Statement of Work</i> , if they are awarded a Standing Offer. The Offeror must demonstrate that they possess the required equipment to complete the work described at <i>Annex A – Statement of Work</i> , if they are awarded a Standing Offer. The list must include each equipment's year, make, model and capacity. This list must be a maximum of one (1) page long.

4.1.2. Financial Evaluation

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

4.1.3. Basis of Selection

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

Parks Canada will issue up to two (2) Standing Offers, one (1) Standing Offer per location (Ingonish and Cheticamp).

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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 applicable to the Standing Offers.

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 inclusive.

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 inclusive and from November 1, 2024 to October 31, 2025 inclusive 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.

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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.

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 (PMGC)
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.

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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:		
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 is:

Parks Canada, Cape Breton Highlands National Park designated representative(s).

7.8 Call-up Procedures

Parks Canada will issue up to two (2) Standing Offers, one (1) Standing Offer per location (Ingonish and Cheticamp).

Ranking	Ingonish - Standing Offer Holder
1st	<i>(to be inserted at Standing Offer award)</i>

Ranking	Cheticamp - Standing Offer Holder
1st	<i>(to be inserted at Standing Offer award)</i>

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(a) The Project Authority will provide the Offeror with a Statement of Work detailing the work requirements, and identify if the work is urgent or regular, to determine if the requirement can be satisfied by the Offeror.

- I. Regular requirements are non-urgent in nature and will be carried out between (regular hours) 7:00 am and 5:00 pm Monday to Friday excluding Statutory Holidays. The Standing Offer holder must mobilize onsite to a call-up for a regular requirement within two (2) days maximum following the request unless otherwise agreed to by both parties. The Standing Offer holder must respond to the Project Authority indicating their acceptance or refusal of the requested work within twenty-four (24) hours for regular requirements.
- II. For requirements for urgent work, the Standing Offer holder must respond to the Project Authority indicating their acceptance or refusal of the requested work within one (1) hour. The Standing Offer holder must mobilize onsite to a call-up for urgent work within six (6) hours maximum following the request unless otherwise agreed to by both parties.

(b) If the Offeror is unable to meet the requirement, the Project Authority is required to document the file accordingly.

(c) If the Offeror is able to satisfy the requirements, the Offeror will return a project schedule confirming the personnel that will be made available to Parks Canada during the period of the call-up, and a cost estimate to the Project Authority. All work must be performed in accordance with the requirements of the Statement of Work at Annex "A". The cost estimate must be in accordance with the firm prices established under the Basis of Payment at Annex "B".

(d) Once the Project Authority and the Offeror have agreed to the work requirements and the estimated cost, a call-up against the Standing Offer will be awarded.

(e) Once a call-up against the Standing Offer is awarded, the Offeror is considered to have entered into contract and must supply Parks Canada with the agreed upon services. The Offeror must not undertake any work until a call-up against the Standing Offer is issued.

(f) The Project Authority is responsible for the management of the call-up. Any changes to the call-up must be authorized in writing by the Project Authority. The Offeror must not perform work in excess of or outside the scope of the call-up based on verbal or written requests or instructions from anybody other than the Project Authority.

7.9. 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.

7.9.1. 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.

7.9.2. 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;

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- (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.

7.10. Limitation of Call-ups

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

7.11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 150,000.00 (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) 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.

7.12. Priority of Documents

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

- (a) The call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions [2005](#) (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 *****.

7.13. Certifications and Additional Information

7.13.1. Compliance

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

7.14. Applicable Laws

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

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7.5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ ***** To be identified in the call-up against the Standing Offer *****. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Single Payment

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

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

7.6. Invoicing Instructions

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.

Invoices must be distributed as follows:

- a. The invoice must be forwarded electronically to the Project Authority for certification and payment.

7.7. SACC Manual Clauses

SACC Manual clause [A9039C](#) (2008-05-12), Salvage

SAAC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

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7.8. 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.

7.9. 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

Heavy Equipment Rental with Operator – Cape Breton Highlands National Park

1) Summary

The work under this requirement comprises of the furnishing of all labour, equipment, mobilization and supervision required to carry out the performance of supply of heavy equipment with qualified operators, on an “as requested” basis at the Federal Government Facilities in the Cape Breton Highlands National Park. This contract requires service providers for 2 defined areas which include:

- A) Cape Breton Highlands (Ingonish) which includes all areas of the Cape Breton Highlands from the Ingonish Park Entrance to the staff house in Big Interval.
- B) Cape Breton Highlands (Cheticamp) which includes all areas of the Cape Breton Highlands from the Cheticamp Park Entrance up to but not including the staff house in Big Interval, also includes Cheticamp Island.

Requirements include:

1. Excavator and qualified* operator, minimum size 12 tons
2. Tandem truck and qualified* operator with the ability to haul a minimum of 14 tons of material
3. Backhoe and qualified* operator, minimum 85 horse power backhoe

** Qualified signifies having a minimum of 2 years of experience.*

The Contractor will be provided location and scope of work per call-up but the majority of the projects will be small to medium size earth moving projects either related to the highway, culvert or rivers.

2) Standards

The latest version of these standards must be adhered to during the performance of the work:

- National Fire Code (NFC)
- Canada Labour Code (CLC)
- Canadian Standards Association (CSA)
- Underwriters’ Laboratories of Canada (ULC)
- Canadian General Standards Board (CGSB)
- Nova Scotia Occupational Health and Safety Act (OHSA)
- Workers Compensation Act (WCA)

3) Certifications

All of the Contractor’s personnel performing work on-site must have the appropriate trade licenses and certifications to perform the work specified, as well as:

- Construction safety Nova Scotia Certification
- Letter of Good Standing with the NS Workers Compensation Board

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4) Foreseeable Safety Hazards

a) Nova Scotia Occupational Health and Safety Act R.S.O. 1990 identifies legislated compliance requirements for Canada (the Owner or Project Owner) dealing directly and indirectly with person(s), other than employees, in the workplace. The Contractor must comply with all of its responsibilities under the NS Occupational Health and Safety Act R.S.O. 1990.

b) Though it is not Canada's responsibility to enforce the NS Occupational Health and Safety Act R.S.O. 1990, Canada intends to proactively exercise its obligation to due diligence for Health and Safety of its employees and Contractors. Prior to commencement of work, Canada will require the service provider to provide a task and site specific safety plan regardless of the service provider's obligation under the NS Health and Safety Act.

This means small service providers who are not required provincially to complete an annual Health and Safety Program will be required to provide one as part of this requirement; Canada will identify the common medium to high risk tasks, and will provide the Contractor with a copy of their designated substances survey. Each requirement should be considered on an individual basis to establish appropriate safety requirements and due diligence. The Service provider's review and subsequent safety plan must be communicated to Canada and their employees should not be relegated to a simple "one size fits all format. Each situation must be tailored specifically in writing to the project at hand.

Canada will require task specific safety plans with proof of attendance of all the service providers' employees, sub contracted employees and if required Canada's effected employees having been briefed. This task specific safety plan will be based on the hazard assessment of the requirement / task.

c) Canada's due diligence will be exercised by the Project Authority by verifying that the service provider:

- has an established and current safety program in force for all employees under contract for this Requirement;
- has complied with all applicable WSIB legislation;
- has completed task/requirement specific safety plans and that all employees that will be on site have been briefed;
- is providing their own supervision for safety aspects of the project.
- is performing the work in a safe manor using correct protective equipment supplied by the Contractor.

d) If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation. The Project Authority will identify the hazard to the service provider's responsible person, who is identified in their safety plan. If the unsafe work practice continues the Project Authority may stop work until the service provider can rectify the unsafe practice. No compensation will be paid to the service provider for work stoppages due to their personnel's unsafe work practices. Canada may require that the service provider replace their personnel if those personnel are repeatedly performing unsafe work.

e) Common Medium to High Risk Hazards

This is not an all-inclusive list but are the most commonly occurring hazards. The service provider must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:

- (1) Excavation - Extreme care and planning for all excavations (manual and machine) before commencing.

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(2) Exposures to high voltage / arc flash - many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground high voltage power distribution. Extreme care and planning must be completed not only when working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.

(3) Traffic control - In many facilities, Canada maintains its own road system and emergency services responders. Under no circumstances shall the service provider close or inhibit traffic without the appropriate approvals. This allows emergency service responders to adjust routes for emergency responses. In addition to the road networks, Canada has many high traffic parking areas and institution vehicle areas. Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with service provider's employees.

(4) Requirement to lock out potential energy sources – Canada's facilities contain many potential electrical and mechanical energy sources. It is critical that the service provider investigate all potential energy sources for each project and ensures they have a process for lock out in place. Turning off a device without locking it out is unacceptable. Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources.

(5) Other – at the time of work, if there is other, and there are many known hazards, the Project Authority and the service provider will agree on what they are and ensure the hazard are covered in the work site specific safety plan.

5) Work

The Contractor must perform a daily cleanup of the debris resulting from the work. All empty containers, discarded materials and the like shall be removed from the site at the completion of each day's work. This debris shall not be placed in the occupant's garbage cans located inside or out, but will be disposed of site by the Contractor. On completion of the job, the site must be left clean and tidy to the complete satisfaction of the Project Authority.

6) Parks Canada Responsibilities

Parks Canada will obtain all necessary permits prior to commencing work

7) Contractors Responsibilities

Contractor must review these permits to ensure their own hazard assessment can be completed prior to commencing work.

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ATTACHMENT 1 TO ANNEX A STATEMENT OF WORK

HEALTH AND SAFETY REQUIREMENTS

Company's Safety plan is to include:

1. Safety Policy Statement including:
 - a. What a safety plan is
 - b. Why is it necessary
 - c. Who is it for
 - d. When does it apply
 - e. Where does it apply
2. General Policy to include:
 - a. How will this policy be achieved including:
 1. Training
 2. Discipline
 3. Refreshers
 - b. A process on how the company will keep their personal up to date on the job site (Tailgate briefings) with a deliverable of the minutes given to the Project Authority on a monthly basis utilizing appendix A.
3. A process on dealing with and reporting of injuries on the job site.
4. A process on dealing with subcontractors, suppliers and visitors in reference to Safety and access control.
5. Company standards on Personal Protective Equipment:
 - a. How they are maintained
 - b. Who is responsible
 - c. What they are responsible for
6. Note if your company has a safety committee and who they are.
7. An organizational chart on who is responsible for what (on the job site).

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APPENDIX "A", CONTRACTOR SITE SAFETY BRIEFING

Ensuring Safety on the work site for all who are at Government of Canada Sites
Purpose: Contractors have a legal responsibility to provide a safe work environment for their employees. Therefore, the purpose of this checklist is to identify the essential equipment and /or procedures necessary to also promote such an environment for Federal Government personnel, while working on site.

PART 1 - GENERAL DATA

Project Title #: _____ Date: _____ (dd / mm / yy)

Project OPI: _____ Work Order #: _____

Civic Address: _____ Requisition #: _____

Certification required for project _____

PART 2 - SAFETY EQUIPMENT

Safety equipment is considered the responsibility of the Contractor. The following equipment will be held on all job sites:

- | | |
|---|--|
| <input type="checkbox"/> Fire Extinguisher (Type) & Location
_____ | <input type="checkbox"/> Hazard Warning Signs (location)
_____ |
| <input type="checkbox"/> First Aid Kit (location)
_____ | <input type="checkbox"/> Physical Barriers/Visual Warnings (location)
_____ |

Comments: _____

PART 3 - PERSONAL PROTECTIVE EQUIPMENT (PPE)

Check for the following approved PPE, to be provided by the Contractor as required, for specific worksite:

- | | |
|--|---|
| <input type="checkbox"/> Head Protection
_____ | <input type="checkbox"/> Skin Protection
_____ |
| <input type="checkbox"/> Respiratory protection
_____ | <input type="checkbox"/> Hazard specific gloves/clothing
_____ |
| <input type="checkbox"/> Hearing Protection
_____ | <input type="checkbox"/> Trenching/shoring equipment
_____ |
| <input type="checkbox"/> Foot/leg protection
_____ | <input type="checkbox"/> Fall arrest equipment
_____ |
| <input type="checkbox"/> Eye protection equipment. (location)
_____ | <input type="checkbox"/> Emergency rescue/extraction
_____ |

Comments: _____

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PART 4 - SAFETY PROCEDURES AND TRAINING

As required to on specific work sites, the contractor must have:

- | | |
|---|--|
| <input type="checkbox"/> Confined Space Entry Permit
_____ | <input type="checkbox"/> Hazard Containment procedures
_____ |
| <input type="checkbox"/> Confined Space Entry Training protocols
_____ | <input type="checkbox"/> Working alone communication
_____ |
| <input type="checkbox"/> De-energizing/Blanking procedures
_____ | <input type="checkbox"/> WHMIS compliance training
_____ |
| <input type="checkbox"/> Lock out/Tag out procedures
_____ | <input type="checkbox"/> Documented Safety plan/program
_____ |
| <input type="checkbox"/> On site Standard First Aid Qualification. | <input type="checkbox"/> Other _____ |

Comments: _____

PART 5- SIGNATORY BLOCK

I, _____, employed by _____, have
(Contractor's name Printed) Contractor's Company)

discussed the safety considerations noted on the above date.

Contractor's signature date

signature for Canada date

Names of workers briefed:

_____	_____
_____	_____
_____	_____
_____	_____

Any other paper work required for this safety document can be made as an attachment to this document.

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APPENDIX “B”, HEALTH AND SAFETY RISK ASSESSMENT FORM

Call-up # _____ Standing Offer # _____

Does this contract include high risk work or installations? Check boxes that apply

High Risk Description	YES	NO
a) exposure to unexploded ordinance	_____	_____
b) excavation	_____	_____
c) exposure to high voltage/ arc flash	_____	_____
d) working at heights	_____	_____
e) working in confined space Confined space entry permit must be completed and put on file prior to entry	_____	_____
f) hot work	_____	_____
g) working with chemicals	_____	_____
h) traffic control	_____	_____
i) exposure to pressure vessels	_____	_____
j) Requirement to lock out potential energy sources, electrical, pressurized gas, liquid or steam	_____	_____
k) Exposure to Asbestos, Lead Paint, Biological substances or other designated substances	_____	_____
l) Other: [Describe risk _____]	_____	_____

If yes is answered to any of the above, a copy of the project specific safety plan from the contractor must be provided with this call-up request and this form must be signed by the Project Authority’s Supervisor. This form must remain on the project file.

For Contracts Section Use Only

Signing the section below signifies that the Project Authority has examined the risks and the Call-up complies with: The Financial Administrative Act; applicable Construction Safety Regulations and; the Occupational Health and Safety Act as it applies to Project Owners.

Signature of Project Authority: _____ Dated: _____

Signature of Supervisor: _____ Dated: _____

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ATTACHMENT 2 TO ANNEX A STATEMENT OF WORK

PROJECT MANAGEMENT FORMS

DEFICIENCY REPORT

ORIGINATOR:

Fill in blocks 1 through 7
Forward electronically to: Contractor

CONTRACTOR:

Fill in blocks 8 - 10
Reply electronically to originator within 48 hours

1. Reported by:
2. Date: (yy/mm/dd)
3. Phone Number:
4. Location:
5. Contract # (and call up # if req'd)
6. Contract / Code Ref (s):
7. Description of Deficiency / Occurrence:

CONTRACTOR RESPONSE BELOW THIS LINE

8. Name:
9. Date: (yy/mm/dd)
10. Action taken:

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ANNEX B

BASIS OF PAYMENT

Financial Offer Submission Requirements

- (a) Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.
- (b) The Offeror must submit their financial offer in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination.
- (d) Customs duties are included and Applicable Taxes are extra.
- (e) Offerors may submit firm prices for one or both locations. However, Offerors must submit firm prices for all items listed in the location(s) for which they submit prices. The locations are as follows:

Location 1: Ingonish
Location 2: Cheticamp

Any quantities indicated in the tables below are estimated and are used only for evaluating the offers. These quantities may be increased or decreased in accordance with the needs of each site.

For information purposes only, the average use of heavy equipment rental with operator over the last 5 years are:

Ingonish: \$61k per year
Cheticamp: \$44K per year

1. Firm Rates

1.1 Hourly Rate (Regular Hours)

Regular requirements are non-urgent in nature and will be carried out between (regular hours) 7:00 am and 5:00 pm Monday to Friday excluding Statutory Holidays. The all-inclusive hourly rates (regular hours) must include all profits, overhead, materials, labour, tools, traveling expenses and equipment necessary for the satisfactory execution of the Work, as per *Annex A – Statement of Work*.

1.2 Daily Rate (Regular Hours)

Once hourly rates exceed the daily rate quoted for regular and non-urgent requirements, the daily rate will then apply. The all-inclusive daily rates (regular hours) must include all profits, overhead, materials, labour, tools, traveling expenses and equipment necessary for the satisfactory execution of the Work, as per *Annex A – Statement of Work*.

1.3 Mobilization & Demobilization Lump Sum (Regular Hours)

Includes transportation of each piece of equipment and operator **to and from** the designated job site for non-urgent and within regular hours' requirements. This includes but is not limited to: profit, overhead, direct labour, tools and equipment required to mobilize and demobilize the equipment to and from the job site. All work associated with mobilization and demobilization will be completed outside the hourly or daily rates charged to complete the work. Only one mobilization & demobilization effort will be paid for each work request.

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1.4 Hourly Rate (*Urgent requests or requests for work to be completed outside of regular hours*)

Urgent work or work for operational purposes may be required outside of regular hours. The all-inclusive hourly rates (Urgent or Outside of Regular Hours) must include all profits, overhead, materials, labour, tools, traveling expenses and equipment necessary for the satisfactory execution of the Work, as per *Annex A – Statement of Work*.

1.5 Mobilization & Demobilization Lump Sum (*Urgent requests or requests for work to be completed outside of regular hours*)

Includes transportation of each piece of equipment **to and from** the designated job site for urgent or outside of regular hours' requirements. This includes but is not limited to: profit, overhead, direct labour, tools and equipment required to mobilize and demobilize the equipment to and from the job site. All work associated with mobilization and demobilization will be completed outside the hourly or daily rates charged to complete the work.

1.6 Standby Daily Rate

Daily rate to be charged in instances where planned work cannot be performed and equipment is idle on site without operator.

Note: No extra charges will be incurred for recurring service calls which are the direct result of the Standing Offer holder's failure to carry out thorough inspections, adjustments to equipment, etc.

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Contracting Authority:
Marie-Michelle Mazerolle-Losier

Client Reference No.:
n/a

Title:
Heavy Equipment Rental with Operator – Cape Breton Highlands National Park

Location 1. Ingonish

A. Period of the Standing Offer - Award to October 31, 2023

Item	Description	Estimated Quantity (EQ)	Firm Unit Price(s) (UP)	Extended Total(s) (EQ x UP) =
1	Excavator & Operator			
1.1	Hourly Rate (Regular Hours)	80	\$	\$
1.2	Daily Rate (Regular Hours)	80	\$	\$
1.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
1.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
1.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
1.6	Standby Daily Rate	2	\$	\$
2	Tandem Truck & Operator			
2.1	Hourly Rate (Regular Hours)	80	\$	\$
2.2	Daily Rate (Regular Hours)	80	\$	\$
2.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
2.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
2.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
2.6	Standby Daily Rate	2	\$	\$
3	Backhoe & Operator			
3.1	Hourly Rate (Regular Hours)	80	\$	\$
3.2	Daily Rate (Regular Hours)	80	\$	\$
3.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
3.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$

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Client Reference No.:
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Title:
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3.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
3.6	Standby Daily Rate	2	\$	\$
1A.	Combined Estimated Firm Unit Prices – Period of the Standing Offer (excluding applicable taxes)			\$

Location 1. Ingonish

B. 1st Option Year – November 1, 2023 to October 31, 2024

Item	Description	Estimated Quantity (EQ)	Firm Unit Price(s) (UP)	Extended Total(s) (EQ x UP) =
1	Excavator & Operator			
1.1	Hourly Rate (Regular Hours)	80	\$	\$
1.2	Daily Rate (Regular Hours)	80	\$	\$
1.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
1.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
1.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
1.6	Standby Daily Rate	2	\$	\$
2	Tandem Truck & Operator			
2.1	Hourly Rate (Regular Hours)	80	\$	\$
2.2	Daily Rate (Regular Hours)	80	\$	\$
2.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
2.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
2.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
2.6	Standby Daily Rate	2	\$	\$

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Contracting Authority:
Marie-Michelle Mazerolle-Losier

Client Reference No.:
n/a

Title:
Heavy Equipment Rental with Operator – Cape Breton Highlands National Park

3	Backhoe & Operator			
3.1	Hourly Rate (Regular Hours)	80	\$	\$
3.2	Daily Rate (Regular Hours)	80	\$	\$
3.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
3.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
3.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
3.6	Standby Daily Rate	2	\$	\$
1B.	Combined Estimated Firm Unit Prices – 1st Option Year (excluding applicable taxes)			\$

Location 1. Ingonish

C. 2nd Option Year – November 1, 2024 to October 31, 2025

Item	Description	Estimated Quantity (EQ)	Firm Unit Price(s) (UP)	Extended Total(s) (EQ x UP) =
1	Excavator & Operator			
1.1	Hourly Rate (Regular Hours)	80	\$	\$
1.2	Daily Rate (Regular Hours)	80	\$	\$
1.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
1.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
1.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
1.6	Standby Daily Rate	2	\$	\$

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Client Reference No.:
n/a

Title:
Heavy Equipment Rental with Operator – Cape Breton Highlands National Park

2	Tandem Truck & Operator			
2.1	Hourly Rate (Regular Hours)	80	\$	\$
2.2	Daily Rate (Regular Hours)	80	\$	\$
2.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
2.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
2.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
2.6	Standby Daily Rate	2	\$	\$
3	Backhoe & Operator			
3.1	Hourly Rate (Regular Hours)	80	\$	\$
3.2	Daily Rate (Regular Hours)	80	\$	\$
3.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
3.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
3.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
3.6	Standby Daily Rate	2	\$	\$
1C.	Combined Estimated Firm Unit Prices – 2nd Option Year (excluding applicable taxes)			\$

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Contracting Authority:
Marie-Michelle Mazerolle-Losier

Client Reference No.:
n/a

Title:
Heavy Equipment Rental with Operator – Cape Breton Highlands National Park

Location 2. Cheticamp

A. Period of the Standing Offer - Award to October 31, 2023

Item	Description	Estimated Quantity (EQ)	Firm Unit Price(s) (UP)	Extended Total(s) (EQ x UP) =
1	Excavator & Operator			
1.1	Hourly Rate (Regular Hours)	80	\$	\$
1.2	Daily Rate (Regular Hours)	80	\$	\$
1.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
1.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
1.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
1.6	Standby Daily Rate	2	\$	\$
2	Tandem Truck & Operator			
2.1	Hourly Rate (Regular Hours)	80	\$	\$
2.2	Daily Rate (Regular Hours)	80	\$	\$
2.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
2.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
2.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
2.6	Standby Daily Rate	2	\$	\$
3	Backhoe & Operator			
3.1	Hourly Rate (Regular Hours)	80	\$	\$
3.2	Daily Rate (Regular Hours)	80	\$	\$
3.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
3.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$

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3.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
3.6	Standby Daily Rate	2	\$	\$
2A.	Combined Estimated Firm Unit Prices – Period of the Standing Offer (excluding applicable taxes)			\$

Location 2. Cheticamp

B. 1st Option Year – November 1, 2023 to October 31, 2024

Item	Description	Estimated Quantity (EQ)	Firm Unit Price(s) (UP)	Extended Total(s) (EQ x UP) =
1	Excavator & Operator			
1.1	Hourly Rate (Regular Hours)	80	\$	\$
1.2	Daily Rate (Regular Hours)	80	\$	\$
1.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
1.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
1.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
1.6	Standby Daily Rate	2	\$	\$
2	Tandem Truck & Operator			
2.1	Hourly Rate (Regular Hours)	80	\$	\$
2.2	Daily Rate (Regular Hours)	80	\$	\$
2.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
2.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
2.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
2.6	Standby Daily Rate	2	\$	\$

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Title:
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3	Backhoe & Operator			
3.1	Hourly Rate (Regular Hours)	80	\$	\$
3.2	Daily Rate (Regular Hours)	80	\$	\$
3.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
3.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
3.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
3.6	Standby Daily Rate	2	\$	\$
2B.	Combined Estimated Firm Unit Prices – 1st Option Year (excluding applicable taxes)			\$

Location 2. Cheticamp

C. 2nd Option Year – November 1, 2024 to October 31, 2025

Item	Description	Estimated Quantity (EQ)	Firm Unit Price(s) (UP)	Extended Total(s) (EQ x UP) =
1	Excavator & Operator			
1.1	Hourly Rate (Regular Hours)	80	\$	\$
1.2	Daily Rate (Regular Hours)	80	\$	\$
1.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
1.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
1.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
1.6	Standby Daily Rate	2	\$	\$

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2	Tandem Truck & Operator			
2.1	Hourly Rate (Regular Hours)	80	\$	\$
2.2	Daily Rate (Regular Hours)	80	\$	\$
2.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
2.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
2.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
2.6	Standby Daily Rate	2	\$	\$
3	Backhoe & Operator			
3.1	Hourly Rate (Regular Hours)	80	\$	\$
3.2	Daily Rate (Regular Hours)	80	\$	\$
3.3	Mobilization & Demobilization Lump Sum (Regular Hours)	2	\$	\$
3.4	Hourly Rate <i>(Urgent or Outside of Regular Hours)</i>	80	\$	\$
3.5	Mobilization & Demobilization Lump Sum <i>(Urgent or Outside of Regular Hours)</i>	2	\$	\$
3.6	Standby Daily Rate	2	\$	\$
2C.	Combined Estimated Firm Unit Prices – 2nd Option Year (excluding applicable taxes)			\$

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Summary for evaluation purposes

Table 1A - Ingonish (Award to October 31, 2023)	\$
Table 1B - Ingonish (Option 1 – November 1, 2023 to October 31, 2024)	\$
Table 1C - Ingonish (Option 2 – November 1, 2024 to October 31, 2025)	\$
Table 2A - Cheticamp (Award to October 31, 2023)	\$
Table 2B - Cheticamp (Option 1 – November 1, 2023 to October 31, 2024)	\$
Table 2C - Cheticamp (Option 2 – November 1, 2024 to October 31, 2025)	\$
Estimated total (excluding taxes)	\$

Notes:

- (a) Unidentified costs will not be allowable under the Standing Offer unless there is a change to the work requirements and addressed by an amendment issued by the Standing Offer Authority;
- (b) Additional payment terms and conditions will not apply to the Standing Offer; and
- (c) Customs duties are included and Applicable Taxes are extra.

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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 Parks Canada Agency.
 - 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. 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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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

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n/a

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: _____

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n/a

Title:
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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 ()
--

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? 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.