



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 (RFSO)

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

Issuing Office:

Parks Canada Agency
National Contracting Services
Cornwall, ON

Title: RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site	
Solicitation No.: 5P300-22-0329/A	Date: July 25, 2023
Client Reference No.: N/A	
GETS Reference No.: N/A	

Solicitation Closes: At: 2:00 PM On: August 21, 2023	Time Zone: EDT
---	---------------------------------

F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address Enquiries to: Nicholas Moise
Telephone No.: 343-585-4589
Email Address: nicholas.moise@pc.gc.ca
Destination of Goods, Services, and Construction: Parks Canada Agency As per details of the call-up document

TO BE COMPLETED BY THE OFFEROR

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

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Amendment No.:
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Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
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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 email address for responses to the Request for Standing Offers (RFSO) is soumissionest-bidseast@pc.gc.ca. Offers submitted by email directly to the Standing Offer Authority or to any email address other than soumissionest-bidseast@pc.gc.ca will not be accepted.

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

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 and any other annexes.

1.2. Summary

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

The period for making call-ups against the Standing Offer is from issuance of Standing Offer to July 31, 2024, with a possibility of two (2) additional one-year periods.

- 1.2.2.** The intent is to award up to three (3) Standing Offers for each crane size. Parks Canada retains the right to increase the number of standing offers it issues to ensure that all of the crane sizes below are available:

Crane Sizes (in tonnes): 50, 80, 110, 150, 200, 300

Substitute crane sizes: Offerors may submit crane sizes not listed above. Any crane size not listed must be rounded down to the nearest crane size listed.

Example: Crane size of 160 Ton can be submitted as a 150 Ton crane.

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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.

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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](#) (2023-06-08) 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 no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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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 Ontario.

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

2.5. Bid Challenge and Recourse Mechanisms

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

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

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

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

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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 – Basis of Payment.

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 at **Annex G to Part 4 of the Request for Standing Offers**.

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 may award up to three (3) Standing Offers for each crane size. Parks Canada retains the right to increase the number of Standing Offers it issues to ensure that all of the requested crane sizes are available.

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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's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

5.2.4. Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.1. Status and Availability of Resources - Offer

SACC Manual clause [M3020T](#) (2016-01-28), Status and Availability of Resources – Offer

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PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1. Security Requirements

There is no security requirement applicable to the 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 perform the Work in accordance with the Statement of Work at Annex A.

7.2. Security Requirements

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

7.3. Standard Clauses and Conditions

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

7.3.1. General Conditions

[2005](#) (2022-12-01), 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 Standing Offer award to July 31, 2024 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-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

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7.5. Authorities

7.5.1. Standing Offer Authority

The Standing Offer Authority is:

Nicholas Moïse
A/Advisor
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
111 Water Street East, Cornwall, Ontario, K6H 6S2

Telephone: 343-585-4589

E-mail address: nicholas.moise@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

*** to be submitted with the offer ***

The Offeror's Representative for the Standing Offer is:

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:

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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 Agency;
Ontario Waterways Unit, Rideau Canal National Historic Site

7.8. Call-up Procedures

7.8.1. Ranking and Methodology for Standing Offers, Multiple Standing Offers

Right of first refusal basis:

(a) When a requirement is identified for a specific crane size, the Project Authority will contact the highest-ranked Offeror for that crane size to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its Standing Offer. If that Offeror is unable to meet the requirement, the Project Authority will contact the next ranked Offeror. The Project Authority will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.

(b) For urgent and emergency services, the Project Authority will call the highest-ranked Offeror. If the call is not answered, the Identified User will leave a voice message. The highest-ranked Offeror will have 1 hour to respond. If the highest-ranked Offeror does not respond, the Project Authority will contact the next ranked Offeror in this manner until one Offeror indicates that it can meet the urgent requirement of the call-up.

(c) The Offeror that is available and able to complete the requirement 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 unit 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.

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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;
- (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 \$100,000.00, 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 \$_____ ***** to be provided at issuance of a Standing Offer ***** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) 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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7.12. 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](#) (2022-12-01), General Conditions – Standing Offers – Goods or Services;
- (d) The general conditions [2010C](#) (2022-12-01), General Conditions – Services (Medium Complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (i) The Offeror's offer dated ***** to be inserted at issuance of a Standing Offer *****.

7.13. Certifications and Additional Information

7.13.1. Compliance

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

7.13.2. Status of Availability of Resources – Standing Offer

SACC Manual clause [M3020C](#) (2016-01-28), Status and Availability of Resources – Standing Offer

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](#) (2022-12-01), 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.

7.2.2. Supplemental General Conditions

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

7.4. Proactive Disclosure of Contracts with Former Public Servants

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

7.5. Payment

7.5.1. Basis of Payment – Firm Unit Prices

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

1. 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.
2. 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% committed, or
 - b. four 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.
3. 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.

7.6. Time Verification

SACC Manual clause [C0711C](#) (2008-02-12), Time Verification

7.7. 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.

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7.8. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, if applicable.
2. Invoices must be distributed as follows:
 - a. The invoice must be forwarded electronically to the Project Authority for certification and payment.

7.9. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

7.10. 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.

7.11. Inspection and Acceptance

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

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ANNEX A

STATEMENT OF WORK

1. Title:

Crane rental with Operator Services / Rideau Canal National Historic Site.

2. Objective(s):

Crane services are required for various projects such as when installing new lock gates, hoisting docks and hoisting boats into the canal.

3. Scope of Work:

The location of work will cover all the locks on the Rideau Canal system, which covers an area of 212 km stretching from the Kingston Mills lock in Kingston to the Ottawa Locks on the Ottawa River.

Details on the Northern, Central and Southern sectors can be found in Appendix I to Annex A – Statement of Work.

Regular hours of work: 7:00 AM to 4:00 PM, excluding 30 minutes for lunch.

Required crane sizes are: 50 Ton, 80 Ton, 110 Ton, 150 Ton, 200 Ton, and 300 Ton.

3.1. Offeror Responsibilities:

- a) The Offeror must provide the crane with an operator, and the necessary safe operating and required maintenance instructions as requested herein.
- b) For any Crane size 110 tons or larger, the Offeror must supply one (1) signal person.
- c) The Offeror is responsible for the delivery of the crane to Parks Canada Agency as per the call-up document.
- d) The crane supplied must be in good mechanical condition and capable of continuous operation, without breakdown (8 hours per day). No rental charges will be paid for down time.
- e) All maintenance, fuel and lubrication of crane is to be included in the rental fee and is the responsibility of the Offeror. No additional charges for this will be made to Parks Canada Agency by the Offeror.
- f) The Offeror must provide the size of crane requested by the Project Authority. The Offeror, upon approval from the Project Authority, may substitute the requested crane size with a larger and/or smaller crane size, but the applicable charge must be the lower of the two. The Offeror must advise the Project Authority of any substitution.
- g) The Offeror is responsible for providing all lifting apparatuses as needed including, but not limited to, straps, chains, spreader bars etc. No additional charges will be applied as these fees are included in the mobilization fees found in the Annex B – Basis of Payment.

- h) The Offeror must provide an engineered crane lift plan when requested by the Project Authority.
- i) The Operator must take all necessary precautions to protect and prevent damage to any structures and or surrounding property. Damage caused by the Operator must be made good without undue delay and to the satisfaction of Parks Canada Agency.
- j) The minimum duration of equipment rental (excluding mobilization and demobilization) is:
 - 50 to 80 Ton = 4 hours
 - 110 to 300 Ton = 8 hours
- k) Mobilization consists of all activities and costs for transportation of personnel, equipment and supplies to the project site. This includes all travel time, road permits, counterweight transportation, crane set up and extending the boom. On the day of mobilization, the Operator(s) will not work over 8 regular hours. No overtime rates will be paid without prior authorization from the Project Authority. No hourly rate will be paid during the time of mobilization as this rate is included in the mobilization fee of Annex B – Basis of Payment. The 8 hour minimum charge per day cannot be applied on the day of mobilization.
- l) Demobilization consists of all activities and costs for transportation of personnel, equipment and supplies from the project site. This includes all travel time, counterweight transportation, dismantling the crane and packing up the boom. On the day of demobilization, the Operator(s) will not work over 8 regular hours. No overtime rates will be paid without prior authorization from the Project Authority. No hourly rate will be paid during the time of demobilization as this rate is included in the demobilization fee of Annex B – Basis of Payment. The 8 hour minimum charge per day cannot be applied on the day of demobilization.

3.1.2. Certifications, Permits and/or Regulations:

The crane must comply with all provincial vehicle operation, maintenance and safety regulations and have all applicable licenses and special permits and levies applicable for the cranes.

The Operator must be a certified crane operator in Ontario and not an apprentice. The Offeror must ensure that the crane is operated by a certified crane operator at all times and is done so in a safe manner and that all safeguards are in place.

The Offeror is also responsible for obtaining and purchasing all required road permits for accessing the job site(s). An example of permits includes, but are not limited to, half load permits. No additional charges will be applied as these fees are included in the mobilization fees found in the Annex B – Basis of Payment.

The Offeror must inform the Project Authority in writing of any necessary requirements to ensure they are compliant with the above.

3.1.3. Urgent/Emergency Service(s):

The Offeror must provide 24 hour urgent/emergency service if required. The Project Authority will call the highest-ranked Offeror with the crane size required. If the call is not answered, the Project Authority will leave a voice message. The highest-ranked Offeror will have 1 hour to respond. If the highest-ranked Offeror does not respond, the Project Authority will contact the next ranked Offeror in this manner until one Offeror indicates that it can meet the urgent requirement of the call-up.

For urgent/emergency service(s), delivery of crane(s) to the site must be made within 24 hours.

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3.2. Additional Offeror Responsibilities:

3.2.1. Crane Breakdown:

The Offeror must dispatch a licensed mechanic and mobile service unit to perform repairs unless the repairs cannot be performed on location. The licensed mechanic and mobile service unit must be on location of the breakdown within a reasonable timeline, agreed by both parties, depending on the location of the Parks Canada worksite. Ideally, the repair should occur within 3 hours of a breakdown. No rental charges will be paid during a mechanical breakdown.

If the Offeror cannot perform the repairs within a reasonable time (ideally 3 hours), the Offeror is to dispatch a replacement unit to the breakdown location immediately at no additional cost to Parks Canada. The Offeror is responsible for all delivery, offloading and all travel and living expenses associated with providing a replacement unit. The replacement unit will be subject to inspection and acceptance by the Project Authority.

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

3.2.2. Barge:

For crane sizes 50 ton to 110 ton, upon request, the Offeror must supply a barge and utilize their crane on the barge. The provision of a barge will be quoted at the time of the call-up. The Offeror will provide a barge size based on the requirement of the call-up and the crane required. Price certification and verification of the barge could be requested by the Project Authority (e.g., quote(s) provided to other client(s) for a similar size of barge, price analysis done comparing the quote to Industry standards).

3.3. Constraints:

At the discretion of the Project Authority in consultation with the crane operator, work may be stopped, delayed or postponed to the following day for inclement weather causing unsafe conditions (e.g., high winds, thunderstorms). At the time of a call up, the Project Authority must give a minimum 12 hours advanced notice to the Offeror about postponement of work due to inclement weather conditions and no rental charges will be incurred. Without 12 hours notice, a maximum rental charge of 4 hours may be applied. If the work stoppage and/or delay occurs on-site, and the Work has been completed for under 4 hours, a maximum rental charge of 4 hours may be applied.

Cranes (including outriggers) must remain a minimum of 2m (6') back from the edge of any retaining wall structures. This is for two reasons: 1) the 2m (6') gap allows for safe passage of workers in the area and 2) this protects the asset from damage.

3.4. Travel:

Travel is required for mobilization and demobilization of the crane, as well as for the operator and/or signal person to perform the Work.

The updated rates from the 'The International Union of Operating Engineers Provincial Collective Agreement (2019-2022)', Schedule A – Articles 3 and 4 will apply to the Standing Offer and Call-ups. The applicable lowest rate will be chosen by the Project Authority from these sections and will be selected at the time of each call-up. Home base will be defined as the Offeror's closest place of business, office and/or yard to the work site and is verifiable by the Project Authority.

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3.5. Meetings:

The Operator must attend all on-site safety meetings requested by the Project Authority. These are typically done on the 1st day of the Work and are approximately 15 minutes in length.

For crane sizes 80 tons and larger, the Offeror must visit each work site with the Project Authority prior to the call-up being issued to review site(s) access, the set-up area and to confirm the requested crane size will be sufficient to complete the Work.

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APPENDIX I TO ANNEX A - STATEMENT OF WORK

Lock Station Civic Addresses

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

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ANNEX B

BASIS OF PAYMENT

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Offeror must submit its financial bid in accordance with this Basis of Payment.
- (c) The offer must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (d) Offerors can provide pricing for any of the crane sizes listed below. It is not mandatory to include pricing for all of the listed crane sizes.
- (e) Total Combined Evaluated Estimated Bid Price Calculation:
 - a. For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A through Table C for each crane size.
- (f) Crane sizes:
Offerors may submit prices for crane sizes not listed. Any crane size not listed must be rounded down to the nearest crane size listed in the tables of this Annex B – Basis of Payment (e.g., crane size of 160 Ton can be submitted as a 150 Ton crane)
- (g) Mobilization consists of all activities and costs for transportation of personnel, equipment and supplies to the project site. This includes all travel time, road permits, counterweight transportation, crane set up and extending the boom, as outlined in *Annex A – Statement of Work* as defined.
- (h) Demobilization consists of all activities and costs for transportation of personnel, equipment and supplies from the project site. This includes all travel time, counterweight transportation, dismantling the crane and packing up the boom, as outlined in *Annex A – Statement of Work* as defined.
- (i) Hourly rates, include, but it not limited to: the rental rate for the crane with a certified operator. For cranes 110 tons or larger, the rate includes a signal person.
Regular Hours: 7:00 AM to 4:00 PM, excluding 30 minutes for lunch.
- (j) Details and addresses on the Northern, Central and Southern sectors can be found in Appendix I to Annex A Statement of Work

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50 TON CRANE

A. Standing Offer Period – Standing Offer award date to July 31, 2024

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
50 Ton Crane:					
A.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
A.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
A.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
A.4	Regular Hours	Per Hour	\$	120	\$
A.5	Outside Regular Hours	Per Hour	\$	20	\$
A.6	Weekend/Stat Hours	Per Hour	\$	10	\$
A.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(A)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

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50 TON CRANE

B. Option Period 1 – August 1, 2024 to July 31, 2025

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
50 Ton Crane:					
B.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
B.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
B.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
B.4	Regular Hours	Per Hour	\$	120	\$
B.5	Outside Regular Hours	Per Hour	\$	20	\$
B.6	Weekend/Stat Hours	Per Hour	\$	10	\$
B.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(B)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

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50 TON CRANE

C. Option Period 2 – August 1, 2025 to July 31, 2026

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
50 Ton Crane:					
C.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
C.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
C.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
C.4	Regular Hours	Per Hour	\$	120	\$
C.5	Outside Regular Hours	Per Hour	\$	20	\$
C.6	Weekend/Stat Hours	Per Hour	\$	10	\$
C.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(C)	SUB-TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

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50 TON CRANE

D. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Standing Offer Period – Standing Offer award date to July 31, 2024 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Option Period 1 – August 1, 2024 to July 31, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Option Period 2 – August 1, 2025 to July 31, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	TOTAL EVALUATED BID PRICE Sum of Bid Prices	\$

Notes:

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

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80 TON CRANE

A. Standing Offer Period – Standing Offer award date to July 31, 2024

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
80 Ton Crane:					
A.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
A.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
A.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
A.4	Regular Hours	Per Hour	\$	400	\$
A.5	Outside Regular Hours	Per Hour	\$	100	\$
A.6	Weekend/Stat Hours	Per Hour	\$	40	\$
A.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(A)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

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80 TON CRANE

B. Option Period 1 – August 1, 2024 to July 31, 2025

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
80 Ton Crane:					
B.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
B.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
B.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
B.4	Regular Hours	Per Hour	\$	400	\$
B.5	Outside Regular Hours	Per Hour	\$	100	\$
B.6	Weekend/Stat Hours	Per Hour	\$	40	\$
B.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(B)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

80 TON CRANE

C. Option Period 2 – August 1, 2025 to July 31, 2026

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
80 Ton Crane:					
C.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
C.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
C.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
C.4	Regular Hours	Per Hour	\$	400	\$
C.5	Outside Regular Hours	Per Hour	\$	100	\$
C.6	Weekend/Stat Hours	Per Hour	\$	40	\$
C.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(C)	SUB-TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

80 TON CRANE

D. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Standing Offer Period – Standing Offer award date to July 31, 2024 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Option Period 1 – August 1, 2024 to July 31, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Option Period 2 – August 1, 2025 to July 31, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	TOTAL EVALUATED BID PRICE Sum of Bid Prices	\$

Notes:

- (d) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (e) Additional payment terms and conditions will not apply to the contract; and
- (f) Customs duties are included and Applicable Taxes are extra.

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

110 TON CRANE

A. Standing Offer Period – Standing Offer award date to July 31, 2024

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
110 Ton Crane:					
A.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
A.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
A.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
A.4	Regular Hours	Per Hour	\$	80	\$
A.5	Outside Regular Hours	Per Hour	\$	20	\$
A.6	Weekend/Stat Hours	Per Hour	\$	8	\$
A.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(A)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

110 TON CRANE

B. Option Period 1 – August 1, 2024 to July 31, 2025

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
110 Ton Crane:					
B.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
B.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
B.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
B.4	Regular Hours	Per Hour	\$	80	\$
B.5	Outside Regular Hours	Per Hour	\$	20	\$
B.6	Weekend/Stat Hours	Per Hour	\$	8	\$
B.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(B)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

110 TON CRANE

C. Option Period 2 – August 1, 2025 to July 31, 2026

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
110 Ton Crane:					
C.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
C.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
C.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
C.4	Regular Hours	Per Hour	\$	80	\$
C.5	Outside Regular Hours	Per Hour	\$	20	\$
C.6	Weekend/Stat Hours	Per Hour	\$	8	\$
C.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(C)	SUB-TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

110 TON CRANE

D. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Standing Offer Period – Standing Offer award date to July 31, 2024 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Option Period 1 – August 1, 2024 to July 31, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Option Period 2 – August 1, 2025 to July 31, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	TOTAL EVALUATED BID PRICE Sum of Bid Prices	\$

Notes:

- (g) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (h) Additional payment terms and conditions will not apply to the contract; and
- (i) Customs duties are included and Applicable Taxes are extra.

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

150 TON CRANE

A. Standing Offer Period – Standing Offer award date to July 31, 2024

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
150 Ton Crane:					
A.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
A.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
A.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
A.4	Regular Hours	Per Hour	\$	16	\$
A.5	Outside Regular Hours	Per Hour	\$	4	\$
A.6	Weekend/Stat Hours	Per Hour	\$	8	\$
A.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(A)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

150 TON CRANE

B. Option Period 1 – August 1, 2024 to July 31, 2025

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
150 Ton Crane:					
B.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
B.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
B.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
B.4	Regular Hours	Per Hour	\$	16	\$
B.5	Outside Regular Hours	Per Hour	\$	4	\$
B.6	Weekend/Stat Hours	Per Hour	\$	8	\$
B.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(B)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

150 TON CRANE

C. Option Period 2 – August 1, 2025 to July 31, 2026

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
150 Ton Crane:					
C.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
C.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
C.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
C.4	Regular Hours	Per Hour	\$	16	\$
C.5	Outside Regular Hours	Per Hour	\$	4	\$
C.6	Weekend/Stat Hours	Per Hour	\$	8	\$
C.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(C)	SUB-TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

150 TON CRANE

D. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Standing Offer Period – Standing Offer award date to July 31, 2024 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Option Period 1 – August 1, 2024 to July 31, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Option Period 2 – August 1, 2025 to July 31, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	TOTAL EVALUATED BID PRICE Sum of Bid Prices	\$

Notes:

- (j) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (k) Additional payment terms and conditions will not apply to the contract; and
- (l) Customs duties are included and Applicable Taxes are extra.

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

200 TON CRANE

A. Standing Offer Period – Standing Offer award date to July 31, 2024

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
200 Ton Crane:					
A.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
A.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
A.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
A.4	Regular Hours	Per Hour	\$	16	\$
A.5	Outside Regular Hours	Per Hour	\$	4	\$
A.6	Weekend/Stat Hours	Per Hour	\$	8	\$
A.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(A)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

200 TON CRANE

B. Option Period 1 – August 1, 2024 to July 31, 2025

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
200 Ton Crane:					
B.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
B.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
B.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
B.4	Regular Hours	Per Hour	\$	16	\$
B.5	Outside Regular Hours	Per Hour	\$	4	\$
B.6	Weekend/Stat Hours	Per Hour	\$	8	\$
B.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(B)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

Solicitation No.:
5P300-22-0329/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

200 TON CRANE

C. Option Period 2 – August 1, 2025 to July 31, 2026

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
200 Ton Crane:					
C.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
C.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
C.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
C.4	Regular Hours	Per Hour	\$	16	\$
C.5	Outside Regular Hours	Per Hour	\$	4	\$
C.6	Weekend/Stat Hours	Per Hour	\$	8	\$
C.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(C)	SUB-TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

Solicitation No.:
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Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

200 TON CRANE

D. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Standing Offer Period – Standing Offer award date to July 31, 2024 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Option Period 1 – August 1, 2024 to July 31, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Option Period 2 – August 1, 2025 to July 31, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	TOTAL EVALUATED BID PRICE Sum of Bid Prices	\$

Notes:

- (m) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (n) Additional payment terms and conditions will not apply to the contract; and
- (o) Customs duties are included and Applicable Taxes are extra.

Solicitation No.:
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Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

300 TON CRANE

A. Standing Offer Period – Standing Offer award date to July 31, 2024

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
300 Ton Crane:					
A.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
A.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
A.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
A.4	Regular Hours	Per Hour	\$	16	\$
A.5	Outside Regular Hours	Per Hour	\$	4	\$
A.6	Weekend/Stat Hours	Per Hour	\$	8	\$
A.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(A)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

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00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

300 TON CRANE

B. Option Period 1 – August 1, 2024 to July 31, 2025

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
300 Ton Crane:					
B.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
B.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
B.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
B.4	Regular Hours	Per Hour	\$	16	\$
B.5	Outside Regular Hours	Per Hour	\$	4	\$
B.6	Weekend/Stat Hours	Per Hour	\$	8	\$
B.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(B)	SUB-TOTAL FIRM UNIT PRICE(S) Sum of Extended Total(s)				\$

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Amendment No.:
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Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

300 TON CRANE

C. Option Period 2 – August 1, 2025 to July 31, 2026

Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
300 Ton Crane:					
C.1	Mobilization/Demobilization - South	Per Call	\$	8	\$
C.2	Mobilization/Demobilization - Central	Per Call	\$	15	\$
C.3	Mobilization/Demobilization - North	Per Call	\$	8	\$
C.4	Regular Hours	Per Hour	\$	16	\$
C.5	Outside Regular Hours	Per Hour	\$	4	\$
C.6	Weekend/Stat Hours	Per Hour	\$	8	\$
C.7	Engineered Crane Lift Plan	Per Plan	\$	1	\$
(C)	SUB-TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

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Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

300 TON CRANE

D. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Standing Offer Period – Standing Offer award date to July 31, 2024 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Option Period 1 – August 1, 2024 to July 31, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Option Period 2 – August 1, 2025 to July 31, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	TOTAL EVALUATED BID PRICE Sum of Bid Prices	\$

Notes:

- (p) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (q) Additional payment terms and conditions will not apply to the contract; and
- (r) Customs duties are included and Applicable Taxes are extra.

ANNEX C

INSURANCE REQUIREMENTS

A) General Commercial Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Standing Offer, 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.
 - 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

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Contracting Authority:
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RFSO – Crane Rental with Operator Services / Rideau Canal National Historic Site

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.

B) Rigger's Liability Insurance

1. The Contractor must obtain Rigger's Liability Insurance, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate. The Contractor's Riggers Liability Insurance must provide coverage for loss or damage to all Government Property under its care, custody or control, and must be maintained in force throughout the duration of the Contract. The Government Property must be insured on a replacement cost basis (new). The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Rigger's Liability Insurance policy must include the following:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - b. Loss Payee: Canada as its interest may appear or as it may direct, for loss or damage to Government property in the Contractor's care, custody or control.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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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

*** To be completed by the Offeror ***

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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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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ANNEX F TO PART 5 OF THE REQUEST FOR STANDING OFFERS

FORMER PUBLIC SERVANT

*** To be completed by the Offeror ***

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.

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By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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.

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ANNEX G TO PART 4 OF THE REQUEST FOR STANDING OFFERS

TECHNICAL EVALUATION

Mandatory Technical Criteria

Offers will be evaluated against the Mandatory Technical Criteria below.

The Offeror must ensure that they meet all the following mandatory technical requirements. Supporting documentation must be provided for all items.

Number	Mandatory Technical Criteria	Submission Requirements
M1	<p>The Offeror's proposed crane(s) must:</p> <ul style="list-style-type: none">a) proof of age of each proposed crane;b) not be older than fifteen (15) years; andc) have a valid Non Destructive Testing (NDT) certificate as proof of meeting the provisions of the Provincial Regulatory bodies as applicable	<p>The Offeror must submit the following:</p> <ul style="list-style-type: none">a) Document(s) clearly identifying the age of the proposed crane, such as, but not limited to: Bill of sale and/or vehicle registration, engineering inspection reportb) Completed Appendix II – Crane Identificationc) Valid NDT for each proposed crane
M2	<p>The Offeror must propose a minimum of one (1) qualified operator for each crane size that they would like to be considered for.</p> <p>An operator may be used for multiple crane sizes provided that they meet the submission requirements.</p> <p><u>Note:</u> Offerors may submit crane sizes not listed in Section 3. Scope of Work of Annex A – Statement of Work. Any crane size not listed must be rounded down to the nearest crane size listed (e.g., crane size of 160 Ton can be submitted as a 150 Ton crane)</p>	<p>For each operator the Offeror must submit the following:</p> <ul style="list-style-type: none">a) the operator's name;b) a copy of their valid Ontario Hoisting Ticket;c) crane size(s) they are qualified to operate.
M3	<p>The Offeror must have a documented Safe Practices or Operations Manual.</p> <p><u>Note:</u> The Safe Practices or Operations Manual, as such named above, is not intended to correspond to any one Offeror's definition or categorization, as such definitions or categorizations may vary between Offerors.</p>	<p>The Offeror must include a detailed copy of their Safe Practices or Operations Manual. This manual must include at a minimum:</p> <ul style="list-style-type: none">a) crane safety procedures;b) emergency procedures.

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APPENDIX II – CRANE IDENTIFICATION

Offerors must complete the information in the below table for their proposed cranes, as required. Additional rows can be added, if required.

Type of Crane	Crane Identification (make and model number)	Age of the Crane
50 Ton		
80 Ton		
110 Ton		
150 Ton		
200 Ton		
300 Ton		