

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Sewer Services, Garrison Edmonton	
<b>Solicitation No. - N° de l'invitation</b> W0127-12LP41/A	<b>Date</b> 2012-05-23
<b>Client Reference No. - N° de référence du client</b> W0127-12LP41	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-607-9428
<b>File No. - N° de dossier</b> EDM-2-35016 (607)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-08</b>	
<b>Time Zone Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jenkinson, Lorraine	<b>Buyer Id - Id de l'acheteur</b> edm607
<b>Telephone No. - N° de téléphone</b> (780)497-3593 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> Engineer Services Company EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**TITLE: SEWER SERVICES, GARRISON EDMONTON**

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## PART 1 - GENERAL INFORMATION

### 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, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications 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 as indicated in the Table of Contents.

### 2. Summary

- a. This requirement is for the provision of all labour, materials, transportation, tools, equipment and supervision necessary to perform video inspection, auguring, and high pressure cleaning of sewer lines, provide vacuum and hydrovac truck services, and pumping of lift stations containing sewage on an "as and when requested basis" for the Department of National Defence (DND), Edmonton Garrison, Edmonton, Alberta. Locations include Edmonton Garrison, the Cardiff transmitter site (approximately 18 km North of Edmonton Garrison) and the Riverbend Receiver site (approximately 16 km east of Edmonton Garrison).
- b. It is anticipated that any Standing Offer will be effective for a period of five (5) years from the date of award.
- c. The requirement is limited to Canadian goods and/or services.

### 3. Debriefings

After issuance of a standing offer, 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

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working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Transmission of offers by facsimile to PWGSC will be accepted.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **four (4) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 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 Alberta.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 hard copy or 1 fax copy)  
 Section II: Financial Offer (1 hard copy or 1 fax copy)  
 Section III: Certifications (1 hard copy or 1 fax copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;  
 (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Offer

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

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

##### 1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b)  Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

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Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria at Bid Closing

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

- a) Vacuum truck must have a minimum capacity of 11,000 litres and a 540 CFM air flow with a 40 foot lift capability.
- b) Hydrovac unit must be capable of completing excavations to a minimum depth of five (5) meters, a minimum distance of ten (10) meters out from the unit and be able to hold a minimum of 5 cubic meters of removed material. Unit must have a boiler for winter applications.
- c) High pressure flushing unit must be able to accommodate sewage lines up to 24 inches in diameter.
- d) High pressure steam unit must reach a temperature of 180 degrees Celsius.
- e) Auguring and video inspection services for 4 inch and 6 inch diameter sewer lines are required.
- f) The Bidder must provide a letter of assurance stating that an Accredited Sewage Treatment Facility will accept the waste collected if the Bidder is awarded a standing offer as a result of the bid solicitation.

#### 1.2 Financial Evaluation

1.2.1 The Total Bid Price will be calculated in the following method:

- a) Items 1-6: Pricing will be evaluated by multiplying the unit price for each year by the estimated usage and aggregating these totals.
- b) Item 7: Pricing will be evaluated by multiplying the mark-up for each year by the estimated value and aggregating these totals.

c. The aggregated total of each line item be added together to reach a Total Bid Price.

**1.2.2** SACC Manual Clauses  
M0220T (2007-05-25), Evaluation of Price

**2. Basis of Selection**

**2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

**PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

**1. Certifications Precedent to Issuance of a Standing Offer**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

**1.1 Federal Contractors Program - Certification**  
Federal Contractors Program - \$200,000 or more

**1.1.1** The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

1.1.2 If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC [<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>].

1.1.3 The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a.  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44 [<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>];
- c.  is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d.  is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site [<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>].

## 1.2 Former Public Servant Certification

Contracts with 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 with FPS, offerors must provide the information required below.

### 1.2.1 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, in the context of the fee abatement formula, 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.

### 1.2.2 Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

### 1.2.3 Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### 1.2.4 Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## 1.3 Canadian Content Certification

1.3.1 SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

1.3.2 Canadian Content Certification  
This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Part 7, B, Articles 7, 8, 9, and 10.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "X".

#### 2. Blank

#### 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

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The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than **ten (10 calendar days)** after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Public Works and Government Services Canada

Acquisitions Branch

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **5.2 Project Authority**

*(to be named upon Standing Offer issuance)*

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

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The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 5.3 Offeror's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6. Identified Users

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

- Department of National Defence, Engineer Services Company, CFB/ASU Edmonton, AB

### 7. Call-up Procedures

Call Ups will be directed to the Standing Offer holder. Only one standing offer agreement will result from the Request for Standing Offer.

### 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

### 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$26,250.00 (Goods and Services Tax or Harmonized Sales Tax included).

### 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax 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 three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services;

- d) the general conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity);  
 e) Annex A, Statement of Work;  
 f) Annex B, Basis of Payment;  
 g) Annex C, Standing Offer Usage Report;  
 h) the Offeror's offer \_\_\_\_\_ (insert date of offer), \_\_\_\_\_ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" **or** "as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable).

## 12. Certifications

### 12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 12.2 SACC Manual Clauses

M3060C (2008-05-12), Canadian Content Certification

## 13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (Insert the name of the province or territory as specified by the offeror in its offer, if applicable).

## 14. Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## 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.

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

**2.2 Modifications to General Conditions**

Section 13 - Interest on Overdue Accounts, of 2010C (2012-03-02), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

**3. Term of Contract**

**3.1 Period of the Contract**

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

**4. Payment**

**4.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of **\$(the value of the Call-up)**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**4.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16), Limitation of Price

**4.3 Single Payment**

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

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

**4.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0710C (2007-11-30), Time and Contract Price Verification  
C0711C (2008-05-12), Time Verification

**4.3 Payment by Credit Card**

*(The standing offer authority must complete one of the clauses if the offeror has accepted payment by credit card(s) {Visa, Master Card} as specified by the offeror under Part 3 of the request for standing offers.)*

*(Use this clause if only one credit card is accepted)*

The following credit card is accepted: \_\_\_\_\_.

**OR**

*(Use this clause if more than one credit card are accepted)*

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

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## 5. Invoicing Instructions

- 5.1 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 release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

- 5.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6. SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A9039C (2008-05-12), Salvage

A9062C (2011-05-16), Canadian Forces Site Regulations

## 7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Articles 8, 9, and 10. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 8. Commercial General Liability Insurance

- 8.1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

- 8.2. The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of

Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. 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.

## 9. Automobile Liability Insurance

- 9.1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 9.2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection

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- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## 10. Environmental Impairment Liability Insurance

- 10.1. The Contractor must obtain Type 2: "Contractors Pollution Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 10.2. 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.
- 10.3. The Type 2: "Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: 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.
  - d. 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.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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**STATEMENT OF WORK ..... ANNEX "A"**



**DEPARTMENT OF NATIONAL DEFENCE**

**STATEMENT OF WORK**

**SUPPLY VACUUM TRUCK, HYDROVAC TRUCK & SEWER SERVICES**

**JOB NO. 12LP41**

**DATE: 12 April 2012**

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## **SCOPE OF WORK**

This requirement is for the provision of all labour, materials, transportation, tools, equipment and supervision necessary to perform video inspection, auguring, and high pressure cleaning of sewer lines, provide vacuum and hydrovac truck services, and pumping of lift stations containing sewage on an "as and when requested basis" for the Department of National Defence (DND), Edmonton Garrison, Edmonton, Alberta.

Locations include Edmonton Garrison, the Cardiff transmitter site (approximately 18 km North of Edmonton Garrison) and the Riverbend Receiver site (approximately 16 km east of Edmonton Garrison).

The Offeror must be able to be on-site working within 8 hours of receiving an emergency call-up.

Vacuum truck must have a minimum capacity of 11,000 litres and a 540 CFM air flow with a 40 foot lift capability.

Hydrovac unit must be capable of completing excavations to a minimum depth of five (5) meters, a minimum distance of ten (10) meters out from the unit and be able to hold a minimum of 5 cubic meters of removed material. Unit must have a boiler for winter applications.

High pressure flushing unit must be able to accommodate sewage lines up to 24 inches in diameter.

High pressure steam unit must reach a temperature of 180 degrees Celsius.

Auguring and video inspection services for 4 inch and 6 inch diameter sewer lines are required.

Prior to commencement of work, drivers are to contact the Project Authority in person or by phone for confirmation of instructions.

The Offeror will provide a quote prior to each job, subject to written approval before any work begins. Any additional costs that arise in the course of performing the work must be brought to the attention of the Project Authority and approved in writing.

Invoices are requested within five (5) working days of completion and acceptance of the work.

Any removed material that is determined by DND to be free of contaminants can be placed in the Base borrow pit (the truck must arrive empty and clean to ensure that any removed material is not contaminated by material in the truck). Contaminated material must be disposed of in an approved landfill licensed to receive the known contaminants in accordance with all Federal, Provincial and Municipal Regulations. Any deviations must be identified in advance and approved by the Project Authority.

All refuse disposed of off DND property must be disposed of in accordance with all Municipal Regulations. Sewage collected must be disposed of at an accredited sewage treatment facility.

The Contractor shall be responsible for the clean-up of any spills occurring on DND property.

**BASIS OF PAYMENT** ..... **ANNEX "B"**

- Unit prices must remain firm for the periods indicated and will include all costs associated with labour, materials, equipment, tools, supervision and transportation necessary to carry out the work.
- Do not include G.S.T./H.S.T. in the firm unit prices. G.S.T./H.S.T. is extra and will be added as a separate item on any resulting invoice.
- Estimated usages are for evaluation purposes only and do not constitute a guarantee of work required and will not form part of any resultant contract.

ITEM	DESCRIPTION	EST. USAGE [A]	UNIT PRICE YEAR 1 [B]	UNIT PRICE YEAR 2 [C]	UNIT PRICE YEAR 3 [D]	UNIT PRICE YEAR 4 [E]	UNIT PRICE YEAR 5 [F]	EXTENDED PRICE [AXB]+[AXC]+[AXD]+[AXE]+[AXF]
1.0	Vacuum truck for all pumping requirements complete with 2 operators. (minimum 1,000-liter capacity and 540 CFM air flow with 40-foot lift capacity)							
a)	During regular working hours (07:30 – 16:00 hours)	100 hours	\$ ____/hr					
b)	Outside regular working hours, weekends and Statutory holidays	100 hours	\$ ____/hr					
2.0	High Pressure flushing unit complete with 2 operators (up to 24" diameter sewage lines)							
a)	During regular working hours (07:30 – 16:00 hours)	25 hours	\$ ____/hr					
b)	Outside regular working hours, weekends and Statutory holidays	25 hours	\$ ____/hr					
3.0	High Pressure steam unit complete with 2 operators (temperature up to 180 degrees C)							
a)	During regular working hours (07:30 – 16:00 hours)	20 hours	\$ ____/hr					

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b)	Outside regular working hours, weekends and Statutory holidays	20 hours	\$ ___/hr					
4.0	Auguring of sewer lines							
a)	4" diameter lines	25 hours	\$ ___/hr					
b)	6" diameter lines	25 hours	\$ ___/hr					
5.0	Video Inspection of sewer and drain lines							
a)	4" diameter lines	10 hours	\$ ___/hr					
b)	6" diameter lines	10 hours	\$ ___/hr					
6.0	Hydrovac Truck for all hydrovac requirements complete with 2 operators							
a)	During regular working hours (07:30 – 16:00 hours)	50 hours	\$ ___/hr					
b)	Outside regular working hours, weekends and Statutory holidays	10 hours	\$ ___/hr					
7.0	If required, subcontracting will be charged at the Offeror's laid-down cost plus a mark-up	\$10,000	___%	___%	___%	___%	___%	___%
<b>TOTAL BID PRICE:</b>								

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**STANDING OFFER USAGE REPORT..... ANNEX "C"**

Each Usage Report is to be comprised of data from completed Call Ups.

The data must be submitted by email on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority at WST.PA-EDM@pwgsc-tpsgc.gc.ca.

The first due date is \_\_\_\_\_, and reports are due every four (4) months thereafter.

The Offeror hereby offers to provide information on completed Callups as per the format below;

Supplier Name		Contact Name / Number:	
Standing Offer Number:		Period Covered	

Department	Call up Number	Dollar Value (GST Included)