

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Sanitary Services - Cold Lake	
Solicitation No. - N° de l'invitation W0134-14CYLN/C	Date 2014-01-03
Client Reference No. - N° de référence du client W0134-14CYLN	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-202-8827	
File No. - N° de dossier WPG-3-36187 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-22	
Time Zone Fuseau horaire Central Standard Time CST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kozak, Tammy	
Buyer Id - Id de l'acheteur wpg202	
Telephone No. - N° de téléphone (204) 984-8825 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE P.O.BOX 6550 STN FORCES COLD LAKE Alberta T9M2C6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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 - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

This bid solicitation cancels and supersedes previous bid solicitation number W0134-14CYLN/B dated December 04, 2013 with a closing of December 16, 2013 at 2:00 pm CST. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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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, 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.

2. Summary

Public Works and Government Services Canada (PWGSC) on behalf of the Department of National Defence (DND) in Cold Lake Alberta, has a requirement for a Regional Individual Standing Offer (RISO) for Sanitary Services to include all labour, materials, equipment, supervision, transportation and tools required to provide sanitary services to various buildings at 4 Wing Cold Lake in accordance with the Statement of Work at Annex A. The Standing Offer will be in effect for a two (2) year period from date of issuance (estimated to be February 1, 2014 to January 31, 2016), with an additional three (3), one (1) year option periods.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website."

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

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.

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 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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

M0019T Firm Price and/or Rates

2007-05-25

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.

3. Former Public Servant

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.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 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 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 Applicable Taxes.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Manitoba.

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 (2 hard copies)
 Section II: Financial Offer (1 hard copy)
 Section III: Certifications (1 hard 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Applicable Taxes must be shown separately.

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 _____

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Buyer ID - Id de l'acheteur

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- (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.

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

- a) Ability to perform the full scope of the work described in Annex "A".
- b) Provision of pricing for all of the items shown in Annex "B", Basis of Payment.

1.2 Financial Evaluation

1.2.1

SACC Manual Clause A0220T (2010-01-11), Evaluation of Price

2. Basis of Selection

- 2.1** 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.

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. 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 is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional 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.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**1. Security Requirement**

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

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 "A".

2. Security Requirement

- 2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.

3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

4. The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
- (b) Industrial Security Manual (Latest Edition).

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from (estimated to be February 1, 2014 to January 31, 2016),

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 an additional three (3), one (1) year option 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Tammy Kozak
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, Manitoba R3C 2Z1

Telephone: 204-984-8825
Facsimile: 204-983-7796
E-mail address: tammy.kozak@pwgsc-tpsgc.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, 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

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.

5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DND 4 Cold Lake.

9. 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 or an electronic document.

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Federal Contractors Program for Employment Equity - Certification;
- j) Annex E, Insurance Requirements;
- k) the Offeror's offer dated _____

12. Certifications

12.1 Compliance

Compliance with the certifications and related documentation 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

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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, provide the related documentation or if 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.

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 Manitoba.

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 (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2013-06-27), 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. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price specified in the Call-Up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

5.2 Limitation of Price

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

5.3 Method of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payment

5.4 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0710C	Time and Contract Price Verification	2007-11-30
C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
C0504C	Overtime	2010-01-11

5.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6. Invoicing Instructions

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

7. Insurance Requirements

SACC Manual clause G1001C (2008-05-12) Insurance Requirements

8. SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16
D5328C	Inspection and Acceptance	2007-11-30
A9006C	Defence Contract	2008-05-12

ANNEX "A"

STATEMENT OF WORK

**DEPARTMENT OF NATIONAL DEFENCE
4 WING COLD LAKE**

WING CONSTRUCTION ENGINEERING

FOR

Sanitary Services

**CFB COLD LAKE
ALBERTA, T9M 2C6**



Requisition Number: W0134-14CYLN

Contract Card: SANSLN

Date: 28 June 2013

Project Authority: Sharon Bibeau

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Description of Work

1. Work under this Standing Offer must include the supply of all labour, materials, tools, equipment, transportation and supervision necessary to supply, deliver, maintain, clean and remove portable toilets, hand wash units and cleaning of aircraft septic tanks for the Department of National Defence, 4 Wing Cold Lake, at the following sites:

- a. On Base - consists of 4 Wing Cold Lake, Cadet Camp and AFTTC which is within a 5km radius.
- b. PLER is located approx 54km from 4 Wing on highway 897.

Contractors Use of Site

2. For execution of the work only, subject to the following:

- a. Movement around site will be subject to restrictions imposed by the Project Authority;
- b. Do not unreasonably encumber site with materials or equipment;
- c. Maintain work in tidy condition, free from accumulation of waste products and debris: and
- d. Execute work with the least possible interference or disturbance to occupants and normal use of premises.

Workmanship

3. Workmanship must be of the best quality, executed by workers skilled and ticketed in the respective trades for which they are employed. It is the responsibility of the Contractor to supply fully licensed and accredited employees. All related licenses, tickets and accreditation are the responsibility of the Contractor.

4. Contractor must not employ any unfit person or anyone unskilled in their respective duties. The Work must not be performed by any person who, in the opinion of the Project Authority, is incompetent, unsuitable or has been conducting himself/herself improperly. Project Authority reserves the right to request the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.

5. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority, whose decision is final.

Operational Security

6. Work carried out within the General Restricted Area (GRA) is subject to special and unique security regulations. All Contractors' employees must carry company I.D. and GRA pass. Individuals without authorized passes in their possession will not be permitted to enter the GRA. If the Project Authority requires the Contractor to work in the GRA where their Reliability clearance does not give them access, the Project Authority will attempt to provide Security Escorts.

7. The use of cell phones is restricted in the GRA;

- a. Use of cellular phones is prohibited within Refuelling compounds; and
- b. Cell phones must not be operated within 15 metres of an aircraft.

8. Contractors must not take any pictures within the GRA, if required to take a picture, the Project Authority could take the picture for the Contractor. A request must be submitted to the Project Authority well in advance; this request will be considered but might not be supported due to other requirements.

Health & Safety Requirements

9. All accidents must be reported to the Project Authority immediately.
10. All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority.
11. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, Contractors must report it to Project Authority immediately.
12. If during execution of contract work, workers uncover or disturb suspected asbestos products that are not covered in the contract specifications, STOP work in that area and report to Project Authority immediately.
13. 4 Wing Cold Lake has a no smoking policy in effect with exceptions in designated smoking areas.

Orientation Meeting

14. A kickoff meeting will be conducted for the Contractor and Project Authority to discuss the terms of the Standing Offer. This meeting provides both parties an opportunity to bring forward or answer all inquiries or questions. This meeting will be held prior to initial call-up to ensure there is no misunderstanding. This meeting may be conducted by teleconference at the request of the Project Authority. The Project Authority will contact the Contractor to arrange for this meeting as soon as possible after the issuance of the Standing Offer. The meeting is expected to last approximately one hour but may vary from this time frame.

15. The Contractor's personnel who will be working on 4 Wing must read and abide by the 4 Wing Cold Lake Fire Orders and Regulations for Contractors, which will be provided by the Project Authority during the orientation meeting or before the commencement of the work.

The Project Authority will coordinate arrangements for the Contractor to be briefed on Fire Safety at their orientation meeting before any work is commenced.

16. Contractors/visitors/subcontractors working with/supporting DND personnel must attend work-specific briefings by the Project Authority lasting approximately one (1) hour relating to health, safety, environmental and emergency response procedures. Documentation including Standing Operating Procedures (SOP's) or other procedures, and safety standards will be cited or made available to contract/visitor principals on a loan basis for reference, as applicable.

17. Contractors must observe On-site Safety, Health and Environmental Standards on Protection of Property. The Contractor, his employees and/or subcontractors must undertake and agree to comply with all DND regulations in force at the worksite, including the observance of all safety, health and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire.

18. The Contractor must ensure all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Contractor Safety Orientation Checklist prior to the start of any portion of the on site work. A copy of the signed checklist must be provided to the Project Authority. No payments will be issued until all documentation is in place.

Environmental Protection Procedures

19. Title to waste must pass to the Contractor as soon as the Contractor takes possession of the waste, and the Contractor must dispose of such waste in accordance with the requirements of the Standing Offer, if any, and in accordance with applicable law, whether federal, territorial or municipal.

20. The Contractor must immediately notify the Project Authority of any damage incident.

Special Procedures: Airports in Use

21. When operating within the 4 Wing areas the following restrictions apply:

- a. Do not disrupt airport business except as permitted by Project Authority;
- b. Provide temporary protection for safe handling of public, personnel, pedestrians and vehicular traffic; and
- c. Provide barricades and lights where directed.

22. In areas of airport not closed to aircraft traffic, the Contractor must:

- a. Obtain Project Authority's approval on scheduling of work;
- b. Control movements of equipment and personnel as directed by Project Authority;
- c. Obey signals and directions from escort instantly;
- d. For all services that are required on the airfield an escort will be provided by DND;
- e. All personnel must be aware of Jet Blast (exhaust) from running and turning aircraft when working on the aerodrome. Jet Blast is extremely hot and forceful.

23. The Contractors must be aware of the following Foreign Object Debris (FOD) Controls:

- a. Where travel routes cross active runways, taxiways or aircraft parking aprons, the Contractor and/or his designate must broom clean debris from area immediately;
- b. Where access routes cross active runways, taxiways or parking aprons, the Contractor and/or his designate must keep crossings free of mud and debris at all times; and
- c. FOD Control must be exercised on a continuous basis in vicinity of aircraft, runways or aprons. Control all blowing debris at all times, stop and check vehicle tires at all designated FOD Check Stop.

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Scope of Work

1. Portable Toilets:

- a. Specifications – all portable toilets supplied must include:
 1. Fibreglass, polyethylene, and/or polypropylene material construction;
 2. One toilet, roof and privacy enclosure including door with latch;
 3. Holding tank vented through the roof;
 4. One separate urinal;
 5. One hand wash / sani-station complete with sanitizer solution; and
 6. Toilet Paper and Dispenser;
- b. Specifications – self-contained heated portable toilets supplied must include:
 1. Heated and insulated to provide comfortable temperature to -40 degrees Celsius;
 2. Flush toilet and urinal;
 3. One wash basin complete with soap dispensing system, hot and cold running water;
 4. Air circulating system that changes the air;
 5. Solar power system or 120 power capable; and
 6. Toilet Paper, Paper towel and hand soap;
- c. Delivery must include transportation from suppliers' facility to designated location, initial set-up, staking down of each unit, filling with water or antifreeze, paper products, chemical disinfectants required for use of unit (toilet);
- d. Removal must include transportation to supplier's facility, removal of stakes, final clean-up, and sanitation of the unit (toilet);
- e. Cleaning and Servicing must include removal of all waste products, high pressure washing of each unit with a sterilizing solution, replacement of paper, chemical disinfectants, and disposal of waste product and residue in accordance with existing provincial and/or municipal regulations and/or bylaws. The Contractor must be responsible for any and all charges which may be imposed by such regulations and/or bylaws. Servicing trucks must be equipped with the following equipment:
 1. Pressurized water system and holding tank with fresh water for hosing down complete inside of unit;
 2. Holding tank for chemical waste;
 3. Service truck must be equipped with 4 wheel drive capability and a steel cable winch to assist in own recovery of stuck vehicle; and
 4. Contractor must make arrangements with civilian recovery company for recovery of their own vehicle(s).
- f. Relocation of a unit from one place to another:
 1. Moves of distances more than 500 meters require servicing before the move; and
 2. Requests for short-distance moves less than 500 meters will be moved when regularly scheduled servicing occurs.

2. Aircraft Septic Tanks:

- a. Obtain all clearances and ground permission to approach aircraft;
- b. Locate member of ground crew for assistance;
- c. Locate lavatory service hatches;
- d. Position service vehicle (use a spotter when backing up);
- e. Apply safety brakes, and then block tires;
- f. Open service hatch and connect aircraft service coupler to aircraft;
- g. Connect service truck vacuum hose to service coupler;

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- h. Open and lock (in open position) aircraft lavatory waste valve;
- i. Start service truck vacuum pump.(DO NOT VACUUM TILL WASTE VALVE IS OPEN);
- j. Open service truck valve and pump out septic waste until flow stops;
- k. When flow stops, disconnect aircraft service coupler from aircraft;
- l. Close aircraft lavatory waste valve;
- m. Close lavatory service hatch;
- n. Open service truck valve ensuring no waste left in service coupler;
- o. Close service truck valve;
- p. Replace service coupler and vacuum hose on service truck;
- q. Shut down service truck vacuum pump;
- r. Replenish aircraft lavatory grey water with 15 litres water with deodorizer;
- s. Obtain permission to leave aircraft site;
- t. Unblock tires, release brakes and leave site; and
- u. If potable water is requested (on occasion by commercial aircraft), this must be supplied by Contractor. If Contractor is unable to satisfy this request, it may be sub-contracted out. This request must be approved by the Technical Authority in advance of services rendered.

3. Response time:

- a. Work must be performed within 48 hours of notification of Technical Authority; and
- b. Work must be performed within 4 hour of notification of Technical Authority for aircraft septic tank servicing.

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

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ANNEX "B"

BASIS OF PAYMENT

Rates quoted must remain firm for the period of the Contract. GST is not included and is to be shown as a separate item on any resulting invoice. Rates quoted include ALL relative costs associated with providing the service in accordance with the Statement of Work, Annex "A".

Firm unit price in Canadian funds, GST extra, F.O.B., in accordance with the terms and conditions detailed herein.

Quantities are estimated and are for evaluation purposes only.

Prices quoted must be in Canadian funds.

See Attached Document

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(*See attached Document*)

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ANNEX D

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with such request by Canada will also render the offer non-responsive, may result in the Standing Offer set-aside, or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX E**INSURANCE REQUIREMENTS****1.1 Commercial General Liability Insurance**

1.1.1 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.

1.1.2 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.

1.2 Automobile Insurance

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

Item	Description	Unit of Issue	Est'd Qty	SO PERIOD Jan 01, 14 to Dec 30, 14	SO PERIOD Jan 01, 15 to Dec 30, 15	OPTION YEAR #1 Jan 01, 16 to Dec 30, 16	OPTION YEAR #2 Apr 01, 17 To Mar 31, 17	OPTION YEAR #3 Apr 01, 17 To Mar 31, 17
1.	SETUP CHARGES – one time charge per unit including DELIVERY SETUP AND REMOVAL – in accordance with Annex A – Statement of Work							
1.1	Portable Toilet	EA	110	\$	\$	\$	\$	\$
1.2	Hand Wash Unit	EA	20	\$	\$	\$	\$	\$
1.3	Heated Portable Washroom with Sink	EA	5	\$	\$	\$	\$	\$
1.4	Handicap Portable Toilet	EA	5	\$	\$	\$	\$	\$
1.5	Washroom Trailer	EA	5	\$	\$	\$	\$	\$
2.	RENTAL OF UNITS – all inclusive rate in accordance with Annex A – Statement of Work							
2.1	Portable Toilet – Daily	EA	180	\$	\$	\$	\$	\$
2.2	Portable Toilet – Weekly	EA	190	\$	\$	\$	\$	\$
2.3	Hand Wash Unit - Daily	EA	20	\$	\$	\$	\$	\$
2.4	Hand Wash Unit - Weekly	EA	15	\$	\$	\$	\$	\$
2.5	Heated Portable Washroom w/ Sink - Daily	EA	5	\$	\$	\$	\$	\$
2.6	Heated Portable Washroom w/ Sink - Weekly	EA	10	\$	\$	\$	\$	\$
2.7	Handicap Portable Toilet – Daily	EA	5	\$	\$	\$	\$	\$
2.8	Handicap Portable Toilet - Weekly	EA	1	\$	\$	\$	\$	\$
2.9	Washroom Trailer – Daily	EA	5	\$	\$	\$	\$	\$
2.10	Washroom Trailer - Weekly	EA	1	\$	\$	\$	\$	\$
3.	CALL OUT RATES – All inclusive price for all travel expenses and travel time (non-productive labour) to and from the job site and including all kilometre / mileage charges in accordance with Annex A – Statement of Work							
3.1	BASE – During Regular Hours	EA	80	\$	\$	\$	\$	\$
3.2	BASE – Outside Regular Hours	EA	10	\$	\$	\$	\$	\$
3.3	PLER – During Regular Hours	EA	15	\$	\$	\$	\$	\$
3.4	PLER –Outside Regular Hours	EA	1	\$	\$	\$	\$	\$
4.	AIRCRAFT PUMP OUT RATE: - in accordance with Annex A – Statement of Work							
4.1	During Regular Hours – for each aircraft	EA	30	\$	\$	\$	\$	\$
4.2	Outside Regular Hours – for each aircraft	EA	10	\$	\$	\$	\$	\$
5.	PORTABLE TOILET PUMP OUT RATE – rate must include all charges associated with the cleaning, maintenance, and servicing of units in accordance with Annex A – Statement of Work							
5.1	During Regular Hours	EA	650	\$	\$	\$	\$	\$
5.2	Outside Regular Hours	EA	25	\$	\$	\$	\$	\$
6.	RELOCATION OF UNITS: - all inclusive rate							
6.1	Move units within either the Base or PLER	EA	20	\$	\$	\$	\$	\$
7.	WAIT TIME: Contractor downtime in excess of 15 minutes while waiting for DND escort.							
7.1	Wait time –time will be paid in 15 minute blocks and rounded to nearest 15 minute block	EA	16	\$	\$	\$	\$	\$

