



Environment Canada
Environnement Canada

**RETURN BIDS TO:
RETOURNER LES PROPOSITION A:
Bid Receiving /
Réception des proposition**

Reg.landry@canada.ca

**REQUEST FOR STANDING OFFER
DEMANDE DE L'OFFRE À COMMANDE**

Proposal to: Environment 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: Environnement Canada
Nous offrons par la présente de vendre à Sa Majesté I 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 indiqués(s).

Comments - Commentaries

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

Telephone No. - no de téléphone:

Title-Titre Construction Services – Cable Way – Repair / Replace / Upgrade Project	
Solicitation No. – No. de l'invitation 5000034347	Date November 2, 2017
Client Reference No. - No. De Référence du Client	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM EST on – le December 12, 2017 2017	
F.O.B. - F.A.B. Destination	
Address Inquiries to: - Adresser toute demande de renseignements à: Reg Landry Environment and Climate Change Canada Corporate Services and Finance Branch 200 Sacre-Coeur Blvd., Gatineau, Quebec K1A 0H3 Email : reg.landry@canada.ca	
Telephone No. - No de téléphone (819) 938-3064	Fax No. – No de Fax: 819-938-3843
Destination of Goods and Services: Destinations des biens et services: Manitoba	
Instructions : See Herein Instructions : Voir aux présentes	
Delivery Required – Livraison exigée See Herein	Delivery Offered – Livraison proposée
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement

2. Definitions

The following definitions apply to this RFSO:

Call-Up Against Standing Offer or Call-Up A resulting contract issued to a Standing Offer Holder for the services of one or more Qualified Resources, in accordance with the terms of the Standing Offer, which represents the contractual agreement between the Contractor and ECCC.

Contractor includes Qualified Resources and Standing Offer Holders

ECCC Environment and Climate Change Canada.

Region – Manitoba

Offer The document submitted by an Offeror in response to this RFSO.

Offeror The legal entity (individual, partnership or corporation) submitting an Offer in response to this RFSO.

Per Diem Rate Rate of payment for each completed day of work.

Qualified Resource A resource (individual) proposed in an Offer who has successfully complied with all evaluation criteria in the RFSO and with respect to whom a Standing Offer has been issued.

Request for Standing Offer (RFSO) This competitive solicitation used to qualify and select the resources that may be called up to provide services to ECCC in accordance with the terms set out herein.

Standing Offer (SO) Document which establishes a procurement framework with a Standing Offer Holder to permit the expeditious processing of legally binding contracts (Call-Up) for the provision of defined services by a Qualified Resource. The SO establishes the terms and conditions which will apply to any Call-Up.

Statement of Work (SOW) The document (Appendix 'A' to this RFSO) which defines the services to be performed by a Contractor under this RFSO.

Technical Authority The ECCC manager or responsible for managing a program area or project for which a Call-Up has been issued.

Contracting Authority – The ECCC person responsible for the award and the day-to-day administration of the contract and ensuring the integrity of the contracting process and that contracting policies and procedures are followed.

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* (SACC) issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

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 (2010-01-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

1. wherever Public Services and Procurement Canada (PSPC) **revise** to read "Environment and Climate Change Canada (ECCC)";
2. under "General Information", **revise** paragraph one as follows:
"One method of supply used by Environment and Climate Change Canada (ECCC) is to arrange with suppliers to submit an offer to qualify for a Standing Offer to provide goods and services or both during a specified period, during which time internal clients within
ECCC can then make call-ups against the Standing Offer(s) detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the Standing Offer in accordance with the predetermined conditions."
3. At General Information, paragraph two, **delete** "...and to departments and agencies authorized to make call-ups...";
4. At "General Information", paragraph two, **delete** "Departments and agencies may make one or several call-ups..." and **insert** "ECCC may make one or several call-ups";
5. At Article 02, "Standard Instructions, Clauses and Conditions" **delete** 'Pursuant to the Department of Public Works and Government Services Act, S.C. 1996,c.6...';
6. At Article 04, "Submission of Offers", subparagraph 4, delete "Offers will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the RFSO. Insert"Offers will remain open for acceptance for a period of not less than 180 days from the closing date of the RFSO."
7. At Article 07, "Transmission by Facsimile", delete in its entirety. Fax bids will not be accepted.
8. At Article 19, "Further Information", delete the second paragraph in its entirety.

2. Submission of Offers

Offers must be submitted only to Environment and Climate Change Canada by the date, time and place indicated on page 1 of the Request for Standing Offers. ECCC will not assume responsibility for bids directed to any location other than that stated on page 1 of the RFSO.

ELECTRONIC TRANSMISSIONS OF BIDS ARE PERMITTED UNDER THE RFSO.

Submissions are to be sent to the Contracting Authority at: reg.landry@canada.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Contracting Authority no later than 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

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in which the work will be undertaken and authorized by the Call up. 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

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

Section I: Technical Offer: one (1) electronic copy
Section II: Financial Offer: one (1) electronic copy
Section III: Certifications: one (1) electronic copy

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

Section I: Technical Offer

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

Section II: Financial Offer

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

Section III: Certifications

Offerors must submit their certifications in accordance with Part 6 – Certifications.

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 Requirements

The following information must be provided and included as part of the Technical Offer. Mandatory Requirements will be evaluated on a pass/fail basis.

	MANDATORY CRITERIA	Met/ Not Met
M1	Offeror must provide a copy of its insurance certificate with its bid. The contractor must maintain Commercial General Liability Insurance in accordance with Environment and Climate Change Canada requirements sufficient to cover the proposed work as described in this RFSO for the duration of the standing offer arrangement.	
M2	The Offeror must hold a certificate or license in good standing as a construction company in the province or territory in which the company does business. A copy of the license or certificate must be provided.	

1.1.2 Point Rated Technical Criteria

The following information must be provided and included as part of the Technical Offer.

	Rated Criteria	Points
R1	Four examples of experience in managing comparable projects, in terms of scope and complexity must be provided. The examples will be assessed for: - Scope - Complexity - Comparability	3 points per example up to 12 points

R2	Based on the four examples, experience includes remote site work, installation of suspended cables, helicopter long lining or other relevant tasks	2 points per example up to 8 points
R3	<p>Project Manager Assigned Project Manager has related education with a high level of experience managing comparable and experience managing projects with remote locations. 10 points</p> <p>Assigned Project Manager has related education and construction experience 8 points</p> <p>Assigned Project Manager has some related education and some construction experience 6 points</p> <p>Assigned Project Manager has minimal education and construction experience 4 points</p> <p>Assigned Project Manager has minimal experience and little or no construction experience 2 points</p>	Up to 10 points
R4	<p>Superintendent Assigned Superintendent has a high level of experience with comparable projects. Is trade qualified and first aid certified with high level of experience working with remote sites. 10 points</p> <p>Assigned Superintendent has a related level of experience with comparable projects. Is trade qualified or first aid certified with related experience working with remote sites. 6 points</p> <p>Assigned Superintendent has minimal experience with comparable projects. Is not trade qualified or first aid certified with minimal level of experience working with remote sites. 3 points</p>	Up to 10 points
R5	<p>Machine Operator Has over 10 years of experience operating related equipment. 5 points</p> <p>Has between 5 and 10 years of experience operating related equipment 3 points</p> <p>Has less than 5 years operating related equipment. 1 point</p>	Up to 5 points
R6	<p>Corporate Experience Overall clarity, organization and quality of the submission 5 points</p> <p>Proposal demonstrates good clarity and understanding of the project requirement 3 points</p> <p>Proposal demonstrates some clarity and understanding of the project requirement 1 point</p>	Up to 5 points

R7	General Submission is complete and compiled in conformance with all of the requirements of the Request for Standing Offer. 5 points Demonstrated previous construction experience with similar projects 3 points Proposal demonstrates some previous experience with similar projects 1 point	Up to 5 points
Total	Minimum Points Required = 60% 33 points	55 points

1.2 Financial Evaluation

The financial proposal must be submitted as per the tables below. The final blended rate for each category (Labour, Equipment and disposal) will be added together and used as a final price for evaluation **purposes only**. The percentages will be based on 50 % equipment, 40% labour and 10% disposal.

Blended Rates

To obtain the “blended rate”, multiply the hourly rate by the percentage provided. Blended rates are used for proposal evaluation purposes only.

Table B-1: Hourly Charge-Out Rates of Key Personnel/Positions/Location

Offeror’s must clearly indicate below which region they are submitting for.

Northern Manitoba – generally encompassing projects sites located north of Highway 1 Trans-Canada Highway

Southern Manitoba – generally encompassing projects sites south of Highway 1 Trans-Canada Highway”

	Position/ Project Role	Hourly Rate (\$)	Blended Rate (% of Hourly Rate)
1	Project Manager		(10%)
2	Site Superintendent (price should include one site truck).		(35%)
3	Machine Operator		(20%)
4	General Labourer		(35%)
5	<i>Add additional personnel/positions as needed</i>		N/A

Total Blended Rate (Personnel)	
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Notes:

1. Rates will remain fixed during the course of the Standing Offer.
2. Taxes are excluded from the hourly rates.
3. A single individual may be proposed to fulfill multiple roles.
4. The values assigned to the “Blended Rates” are for proposal evaluation purposes only.
5. Financial information provided in this Annex by the Offeror will constitute the Basis of Payment of any Standing Offer awarded to the Offeror
6. The Blended Rate will be determined by combing the blended rate for personnel and the blended rate for equipment, equally weighted. To establish the financial merit score, each proposal will be prorated against the lowest submitted Blended Rate (LSBR). The difference between the Blended Rate (BR) and the lowest submitted Blended Rate (as a percentage) will be subtracted from 100 percent and multiplied by the ratio of 40 percent, equivalent to:

$$\left[2 - \frac{BR}{LSBR} \right] \times 40\%$$

Table B-2: Hourly Charge-Out Rates of Equipment

	Equipment	Contractor’s Equipment (Make/Model/Year)	Hourly Rate (\$)	Mob/Dem ob Hourly Rate (\$)	Blended Rate (% of Hourly Rate)
1	Excavator CAT 313F Series or equivalent				(25%)
2	Backhoe Loader CAT 420F Series or equivalent				(25%)
3	Mini Excavator CAT 303E Series or equivalent				(20%)
4	Dump Truck Tri-Axle 16ft Box or equivalent				(15%)
5	Vibratory Plate Compactor (hoe-mounted) CAT CVP 110 or equivalent				(5%)
6	Vibratory Rammer (Jumping Jack) Whacker Neuson BS50-2 or equivalent				(5%)
7	Screw Pile Driver (hoe-mounted) Earth Drill 35000-80 or equivalent				(5%)
8	<i>Additional equipment as needed e.g. Boat, truck</i>				N/A
Total Blended Rate (Equipment)					

Notes:

1. Rates will remain fixed during the course of the Standing Offer.

2. Taxes may be excluded from the hourly rates.
3. The values assigned to the “Blended Rates” are for proposal evaluation purposes only.

Table B- 3: Unit Disposal Rates

	Equipment	Rate Per Kg (\$)	Blended Rate (% of Hourly Rate)
1	Concrete (includes concrete containing rebar but not the cost of rebar)		(35%)
2	Steel (includes A-frames, cables, cable accessories, ladders, rebar, etc.)		(25%)
3	Aluminum		(15%)
4	Wood		(10%)
5	Creosote treated wood		(5%)
6	Creosote contaminated soil		(10%)
7	<i>Additional materials not listed</i>		N/A
Total Blended Rate (Disposal)			

Notes:

1. Rates will remain fixed during the course of the Standing Offer.
2. Taxes may be excluded from the hourly rates.
3. The values assigned to the “Blended Rates” are for proposal evaluation purposes only.
4. Prices should be only for the cost of disposal and not include the cost of disassembling, loading, transportation or unloading the materials.

1.3 Basis of Selection

Selection of successful proposals will be based on a combined scoring of the Technical Offer and Financial Offer, weighted 60 percent for the technical offer and 40 percent for the financial offer. To establish the technical merit score, the technical score of each proposal will be determined as the number of points obtained divided by the maximum number of points available multiplied by the ratio of 60 percent.

To be declared responsive, a resource must:

- (a) comply with all the requirements of the RFSO;
- (b) meet all mandatory technical evaluation requirements for the Streams on which they submitted; and
- (c) obtain the minimum point rating for the point rated technical criteria for each stream.
- (d) Resources not meeting (a),(b) and (c) above will be declared non-compliant.

Formula:

In this formula, the Offeror's Technical Score is the number of points achieved (maximum 80) in the assessment of the rated requirements.

(SUGGESTED POINTS ONLY FOR CONSIDERATION):

$$\frac{\text{Offeror's Rated Score}}{\text{Highest Offeror's Rated Score}} \times 60 + \frac{\text{Lowest Offeror's Per Diem Rate}}{\text{Other Offeror's Per Diem Rate}} \times 40 =$$

Example: (technical merit **(60%)** and price **(40%)**)

Description	Offeror A	Offeror B	Offeror C
Offeror Technical Points Received	80	70.4	60.6
Offeror Proposed combined Rate	\$1,100.00	\$1,250.00	\$1,450.00

Final Evaluation Score Calculation:

Offeror	Points for Technical Score	Points for Per Diem Rate	Total Points
Offeror A	$(80/80) \times 60 = 60,0$	$(1\ 100,00/1\ 100,00) \times 40 = 40,00$	100
Offeror B	$(70.4/80) \times 60 = 52.8$	$(1\ 100,00/1\ 250,00) \times 40 = 35.2$	88
Offeror C	$(60.6/80) \times 60 = 45.5$	$(1\ 100,00/1\ 450,00) \times 40 = 30.3$	75.8

In this example, **Offeror A** will be given the **first right of refusal**.

The Offerors will be ranked in order of Total Points received. ECCC reserves the right to issue up to four (4) Standing Offers as a result of this RFSO.

In the event identical scores are present, the rank and final selection will be based on the resource that clearly demonstrates the greatest number of years' experience in delivering construction services.

2. Confidentiality Requirement

It is understood and agreed that the Contractor shall, during and after the effective period of the ensuing call-up, treat as confidential and not divulge, unless authorized in writing by the Technical Authority or his/her delegate, any information obtained in the course of the performance of the ensuing call-up.

Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature. Any failure of the Contractor to respect the confidentiality obligations is a default of the Contractor for which the Minister may terminate the contract.

3. Deleted

4. Insurance Requirements

The Contractor (and sub-trades, if applicable) must maintain Commercial General Liability Insurance in accordance with Environment and Climate Change Canada requirements. The Contractor must also maintain their insurance for the life of the Standing Offer Arrangement (SOA)

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications attached at Annex “C” to be issued a Standing Offer. .

Compliance with the certifications that 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 Contracting Authority will have the right to ask for additional information to verify the 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 Contracting Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed at Annex “C” 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 Contracting 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 requirements within that time period will render the offer non-responsive.

PART 6 - 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

There is no security requirement associated with the requirement

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 issued by Public Services and Procurement Canada (PSPC). The Manual is available on the PSPC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3.1 General Conditions

General Conditions – Standing Offers – Goods or Services Number 2005 (2010-01-10) **apply** to the Standing Offer and Call-Up, subject to any other express terms and conditions contained in these documents **AND SUBJECT TO THE FOLLOWING REVISIONS:**

1. wherever “Public Works and Government Services (PWGSC)” appears in the document

- revise** to read “Environment and Climate Change Canada (ECCCC)”;
2. At Article 2005 03, “Standard Conditions and Clauses”, **delete** “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16...”;
 3. At Article 2005 05, “Call-Ups”, **revise** to read: ‘Call-Up procedures and payment for Call-Ups will be as detailed in the ECCC Standing Offer document.’

3.2 Standing Offers Reporting

Upon receipt of a signed call-up and initiation of the work, the Offeror shall work closely with ECCC’ team, and submit status reports as specified in the call-up. The Offeror shall schedule regular meetings with ECCC, and key stakeholders as required.

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for placing call-ups against any resulting Standing Offer will be a maximum of five (5) years from the date a Standing Offer is awarded. The Standing Offer will initially be awarded for a two (2) year period and with three (3) one (1) year optional periods to be exercised at the discretion of the Department. Call-ups will not be made for services beyond the end date of the standing offer. A maximum of two (2) companies will be accepted on the Standing Offer for each region.

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 up to an additional three (3) one (1) year option periods under the same conditions and at the per diem rates specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

4.3 Required Contractor Resources

The services submitted by the on this proposal must be available from RFSO award up to 2022 in the event that the Standing Offer is renewed for its three one year optional periods. In the event that the Contractor is no longer able to perform any of the required services, they must inform the Contracting Authority and the Standing Offer arrangement with that contractor will be cancelled.

In the event that any key personnel or equipment listed in the proposal are no longer available, the Contractor must submit, in writing, to the Contracting Authority a proposal for replacement personnel/equipment. Notification must be submitted within 1 month of the key personnel leaving or equipment becoming unavailable. The Contractor will have five (5) days to secure a replacement. The proposed replacement will be evaluated using the same technical criteria used to evaluate the original proposal for the Standing Offer. In the event that a suitable replacement (based on the opinion of the Contracting Authority) is not identified, a new call-up may not be issued for that particular service until an appropriate replacement personnel is identified.

Preleared Replacement Personnel

Multiple persons may be submitted for each role. It is recognized that the individuals named in the Standing Offer may not always be available for every call-up. In the event that any key personnel listed in the proposal are not available for a call-up, the Contractor must submit, in

writing, to the Contracting Authority, a proposal for replacement personnel. The proposed replacement will be evaluated using the same technical criteria used herein. If, in the opinion of the Contracting Authority, the proposed replacement personnel are not considered suitable or equivalent, the call-up may be issued to another contractor.

5. Authorities

5.1 Standing Offer Authority

The Contracting Authority for the Standing Offer is:

Reg Landry
Contracting Officer
200 Sacre-Cœur Blvd.,
Gatineau, Quebec
Phone: 819-938-
Fax: 819-938-3843
Email: reg.landry@canada.ca

The Contracting 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, she/he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by the Technical Authority or his/her designate. .

5.2 Technical Authority

The Technical Authority for the Standing Offer is identified in the call-up against the Standing Offer. .

The Technical Authority is the ECCC program 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 Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail Address: _____

The Identified User authorized to make call-ups against the Standing Offer is: Environment and Climate Change Canada.

6. Deleted

7. Call-up Procedures

For the duration of the resulting Standing Offers, including the option years, ECCC shall issue call-ups on the basis of right of first refusal.

When a requirement is identified, the authorized call-up authority shall approach the Contractor holding the highest ranked standing offer to determine if the requirement can be satisfied by that

Contractor. . If the highest ranked Contractor is able to meet the requirement, the call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the authorized call-up authority will approach the Contractor of the next ranked SO. The authorized call-up authority will continue and proceed as above until one Contractor indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the 'right of first refusal' basis. Where the highest ranked Contractor is unable to fulfill the need, the authorized technical authority is required to document his/her file appropriately.

For each individual work requirement, the Technical Authority will provide a detailed description of the services required, as described in Annex A– 'Statement of Work'. The Contractor(s) will identify proposed resources and provide ECCC with a deliverables-based work plan and professional fees rate for each proposed individual. Such fees shall in no event exceed those stipulated within Annex B – 'Basis of Payment' herein.

No costs incurred before receipt of a signed call-up from the Contracting Authority can be charged to ECCC.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form **PSPC-TPSGC 942, "Call-up Against a Standing Offer"**

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 per call-up (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

The total cost to Canada resulting from call-ups against any Standing Offer over 5 years, which includes the initial two year period and the three option years, if exercised, must not exceed the sum of \$2 M. per Standing Offer (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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 - Standing Offers - Goods or Services 2005 (2017-06-21) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>
- d) General Condition (GC) 2 – Administration of the Contract – Construction Services – R2820D (2016-01-28) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2820D/9>
- e) the General Conditions (GC) 1: General Provisions – Construction Services R2810D (2017-08-17) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2810D/16>
- f) General Condition (GC) 6 - Delays and Changes in the Work – Construction Services – R2860D (2016-01-28) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2860D/5>

- g) Dispute Resolution - 100K to 5M - Construction Services – R2880D (2016-01-28) - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2880D/7>
- h) Annex “A” – Statement of Work
- i) Annex “B” – Basis of Payment
- j) Annex “C” – Sample photos of Cable Ways
- j) the Offeror's bid dated_____.

In the event of any discrepancy between the English and French versions of the RFSO, the English version shall prevail.

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 entire period 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 that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

13. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in which the work will be undertaken and authorized by the Call up. 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.

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

2035 02 (2016-04-04) General Conditions - Services, apply to and form part of the Contract.

2.2 Standard Acquisitions Clauses and Conditions Manual Clauses

The following terms, conditions and clauses set out hereunder by title, number and date (located in the *SACC Manual* at PWGSC Website <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) shall form part of any Call-Up; **for purposes of the Standing Offer, where reference is made to Public**

Works and Government Services Canada (PWGSC) in any of the terms, conditions and clauses, it shall be read as “Environment and Climate Change Canada (ECCC)”

Canada to Own Intellectual Property Rights in Foreground Information- #4007 dated (2010-08-16)

3. Term of Contract

3.1 Period of Contract

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

4. Payment

4.1 Basis of Payment

In consideration of the Offeror satisfactorily completing all of its obligations under any resulting call-up issued against the Standing Offers, the Contractor shall be paid the fees stipulated in Annex B – ‘Basis of Payment’ for any call-ups awarded.

4.2 Limitation of Expenditure

No increase in the total liability of ECCC or in the price of the work resulting from any design changes, modifications or interpretations of the specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation in the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of ECCC to be exceeded, unless an increase is authorized by the Contracting Authority

4.3 Method of Payment

Payment for each call-up issued shall be made upon submission of an invoice acceptable to the Technical Authority specified herein. The invoice must define time in hours actually spent and activities actually performed for all the authorized resources working on the project.

1. Payment by Canada for the work shall be made in accordance with the Basis of Payment specified herein:
 - a) within thirty (30) days following the date on which the work has been performed;
 - or
 - b) within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;whichever is later.
2. If Canada has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, Canada shall notify the Offeror of the nature of the objection. "Form of the invoice" means an invoice that contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts

5. Invoicing Instructions

It is a condition precedent to the obligation to pay any amount under contract resulting from a standing offer call-up that the Offeror prepare and submit an invoice (quoting the contract number) that sets out the total number of days during which the individual(s) proposed by the Contractor were engaged in performing the requisite work during the period immediately preceding the date of the invoice.

An invoice must be submitted as stipulated in the call up. Payment will only be made on receipt of a satisfactory invoice duly supported by specific release documents and other documents called for under the contract. Invoices must be submitted on the Contractor's own invoice form and forwarded to the Technical Authority.

The Contractor shall, on their invoices, clearly indicate the hours/days worked and a description of the work performed.

- (a) the contract serial number;
- (b) the date the invoice was submitted and the period covered by the invoice;
- (c) the name and address of the Contractor;
- (d) the number of days worked by the individual(s) named in the contract;
- (e) deliverable and/or description of the work performed by the individual(s); and,
- (f) the amount of the invoice (with the GST/HST as a separate item).

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by Environment and Climate Change Canada under applicable services Call-up against a Standing Offers (including Call-up against a Standing Offers involving a mix of goods and services) must be reported on a T4-A supplementary slip. To enable the Environment and Climate Change Canada to comply with this requirement, Contractors are required to provide the following information with each invoice:

- (a) the legal name of the entity, i.e. the name associated with Business Number (BN), as well as the address and postal code;
- (b) the status of the Contractor, i.e. unincorporated business, corporation or partnership;
- (c) for unincorporated businesses, the Contractor's Social Insurance Number (SIN), or if applicable, the GST/HST number;
- (d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and,
- (e) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided herein, including the legal name, address, and Canada Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

6. Suitability of Services – Rights of ECCC

All services rendered may be evaluated within a reasonable time from commencement of the Contract on the basis of quality and adherence to ECCC's schedule and standards. Personnel assigned must be capable of performing the work at a level of competence deemed acceptable by ECCC.

Should personnel be found unsuitable to perform the services, and upon written advice from ECCC through the Contracting Authority, the Contractor will implement suitable corrective action upon receiving written notice by the Contracting Authority. Any costs associated with individual replacement shall be to the Contractor's own account.

ECCC has the right to reject any resource or work submitted that could result in potential embarrassment to ECCC, such as, where the past conduct of the resource(s) is (are) incompatible, **in the opinion of the ECCC**, with the subject matter of the training or the work performed, as described in the Statement of Work. ECCC also has the right to terminate, if necessary, any contract in which the work is performed by any individual who, **in the opinion of the ECCC**, is incompetent or has been conducting himself/herself improperly.

7. Deleted

8. Replacement of Specific Individuals

If specific individuals are identified in the Standing Offer to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

ANNEX "A"

STATEMENT OF WORK (SOW)

Construction Services Related to Hydrometric Station Upgrades and Decommissioning

BACKGROUND

1.1 Project Title

Request for a Regional Standing Offer to provide construction services on an as-and-when requested basis on behalf of Environment and Climate Change Canada (ECCC) in support of proposed hydrometric station upgrades and decommissioning.

1.2 Introduction

The Water Survey of Canada (WSC) Branch of Environment and Climate Change Canada (ECCC) maintain hundreds of hydrometric stations along rivers and streams for the purpose of collecting hydrometric data. Many of these installations were constructed more than three decades ago. A recent review identified design and/or safety deficiencies at many of the stations, and identified many others that were obsolete:

ECCC requires various construction services to upgrade, or in some cases, decommission hydrometric stations, or parts of stations. The services required will vary depending on the upgrades necessary at each station. In general, the work is anticipated to include the supply of materials, labour, equipment and travel for the following services **but not limited to:**

- Installing shallow foundations;
- Erecting new (pre-fabricated) towers;
- Excavating and installing tie-back anchorages;
- Supplying cables and other hardware;
- Stringing, tensioning and testing suspended cables;
- Installing ladders, raised platforms, signage, aircraft warning markers and other details;
- Decommissioning (removal and disposal) of wells, weirs, shelters, cableways, etc.

1.3 General Description of Hydrometric Stations

Typically, ECCC hydrometric stations consist of the following basic water monitoring facilities and components:

- A cableway crossing of the creek or river
- A shallow well and associated intake pipes
- A small shelter
- An in-stream control structure or weir
- Survey benchmarks
- Miscellaneous stairs, fences, guards, catwalks and windmills

1.4 General Description of Cableways

ECCC cableways typically comprise a main cable which spans across a creek or river and is supported on each bank by an A-frame tower. The main cable passes over each tower and is anchored into the ground some distance farther back. Many cableways also include a lighter messenger cable above the main cable, which supports aircraft warning markers. The messenger cable is also carried back to the tie-back anchorage. The anchorage often consists of a concrete mass block. The A-frame towers are supported by shallow concrete footings. One or both of the towers usually incorporate a ladder and raised platform for personnel to access a cable-car, which runs suspended from the main cable.

1.5 General Description of Wells and Intake Pipes

Wells are typically constructed of either corrugated metal pipe (CMP) or creosote treated wood staves. The depths of the well vary, but generally extend less than 0.6 m below the elevation of the adjacent riverbed or creek bed. There are typically two intakes attached to each well, an upper wooden box culvert and a lower 76 mm (3-inch) diameter steel pipe. The intakes are buried in the ground and lead from the river to the bottom of the well. The intake pipe inside the well is equipped with a flushing system that includes a valve, with extension handle, and a stand pipe with a funnel on top for removal of accumulated silt in the intake pipe. The intake pipes are often equipped with a heat tape.

1.6 General Description of Shelters

There are two typical shelter styles. A walk-in style, comprises of a small (1.5 m square), insulated metal clad structure which may or may not be installed directly over the well. In cases where the shelter is situated over the well, a full-height steel support frame is usually included inside the shelter for the purposes of a fall restraint anchor. Where the shelter is not situated over the well, the floors can be either concrete or wood. The other style of shelter consists of a look-in cabinet made of metal or aluminium. These cabinets sit on concrete slab foundations or metal helix pile anchors.

1.7 General Description of In-Stream Control Structures

The in-stream control structures typically comprise steel sheet piles which extend laterally across the channel creating a barrier. The base of the sheet piles are driven to just below the depth of seasonal frost penetration. The tops of the sheet piles are trimmed to the desired control elevation and buttressed with rip rap on the downstream face and buttressed with crushed or screened rock on the upstream face.

1.8 General Description of Survey Benchmarks

Each station has at least one, and up to four survey benchmarks. There are generally three styles of benchmarks, all of which are capped with a brass Water Survey marker. The top caps are attached to either a 50 mm (2-inch) diameter pipe that extends about 1.8 m below ground and has a 150 mm base plate; attached to a 20 mm diameter rod that extends up to 10 m below ground surface; or plug grouted into a concrete footing or anchorage.

1.9 Objectives of this Standing Offer

The purpose of this request is to solicit proposals for standing offers for companies with the ability to provide construction and project management services related to the decommissioning, upgrading or full replacement of cableways, weirs, wells, shelters and other peripheral structures. The successful proponents are required to have technical experience in the erection of suspended cables, shelters, wells and weirs in accordance with engineering drawings and specifications. The Contractor will be available to help ECCC staff with infrastructure decommissioning, upgrades or new installations on an as-needed basis for the duration of the Standing Offer period.

2.0 DESCRIPTION OF REQUESTED TASKS, AND ACTIVITIES

2.1 General Scope of Work

The precise scope of services required will vary in each call-up, depending on the deficiencies and necessary upgrades or decommissioning required at each station. In general, the work is anticipated to involve the following:

- Review project information provided by ECCC
- Obtain and abide by any permits, dockets or licenses as required under federal, provincial, municipal and/or territorial laws and regulations
- Procure materials
- Mobilize personnel, equipment and materials to site
- Furnish first-aid and site safety through the duration of the work
- Implement and/or install the proposed upgrades
- Decommission/remove and dispose of select installations
- Site Restoration (what does this mean? - replant trees/grass or just tidy up the site?)
- Carry out tests and inspections and maintain records as part of a quality management program
- Provide project management services for the work specified in each call-up
- Provide on-site Superintendent who will be on site during all phases of the work

2.2 Review of Project Information

Site specific terms of reference will be provided for each individual call-up. Prior to mobilization, the Contractor shall review and familiarize themselves with the terms of reference and all available project information. In the case of full infrastructure replacement, the terms of reference will typically include a full set of engineered drawings and specifications. For more minor upgrades, the terms of reference may be less formal and limited to a written statement with sketches, photographs or generic drawings. For decommissioning, the terms of reference will include a generic statement of work for all the typical infrastructure components and their respective removal and disposal methods along with an itemized list of the components to be found at each site. The Contractor shall identify any additional information they require to implement the proposed work and shall identify any regulatory requirements, labour codes, safety requirements, or environmental restrictions which will impact the project.

2.3 Obtain and Abide by Any Permits, Dockets or Licenses

Where applicable, the Contractor will be responsible to obtain and abide by any permits, dockets or licences needed to complete the project work. ECCC will apply for any necessary Water Security Agency - Aquatic Habitat Protection Permits, and provide it to the Contractor. The Contractor must have the Habitat Protection Permits with them on site prior to the start of any work. It will be the Contractor's responsibility to obtain Waste Approval Applications from contaminated materials companies. If there is a license necessary to grant Right-of-Entry it will be the Contractor's responsibility to apply for it. Contractor will be responsible for carrying out underground utility line locates prior to any excavation work. In decommissioning sites with electrical power, ECCC will have the power disconnected at site, but it is the responsibility of the Contractor to confirm that there is no power connected prior to work starting.

2.4 Material Procurement

Pre-fabricated cableway towers and cabinets will be provided by ECCC. The Contractor shall be responsible for procuring all other materials necessary to carry out the work as defined in the call-up. Typical materials include wire rope and related hardware (clips, turnbuckles, sheaves, etc.), concrete, rebar, anchor bars, aircraft warning marker balls and signage. The contractor will be providing the quote and that material will be paid for by ECCC prior to the issuance of the call up.

2.5 Mobilization

The Contractor shall be responsible for mobilizing to the project site all personnel, equipment and materials necessary to complete the work described in the call-up. The hydrometric monitoring sites are located throughout the province, varying from within cities to very remote locations. Correspondingly, some sites may be accessed by major highway, while other sites are only accessible by dirt road or helicopter. With the above mentioned, ECCC will be responsible for the mobilization of the A-Frames to the site.

In the event that helicopter access is required, ECCC will arrange for helicopter transport services, at no cost to the Contractor. Contractors must be fully aware that where air transport is required ECCC will arrange flights to remote areas. However, commercial flight transporters are independent contractors and not Government of Canada employees and as such Contractors will travel on these flights at their own risk.

2.6 First Aid and Site Safety

The Contractor shall furnish all equipment, supplies, facilities and attendants to comply with provincial Occupational Health and Safety obligations, including maintaining suitable transportation and communication at all times.

2.7 Station and Cableway Upgrades

The services required will vary depending on the upgrades necessary at each hydrometric station. The upgrades will typically involve the decommissioning and then installation of one or more of the following structures:

Shelters

The majority of shelters will be upgraded to aluminum cabinets on tilting mast stands anchored to precast concrete slabs or helix earth anchors. The cabinets and stands will be stocked by ECCC but the foundations of precast concrete or helix earth anchors will be purchased and installed by the Contractor. Alternately the walk-in metal shelters may be used and set on either a treated wooden base, a concrete base, or on a well.

Foundations

New or relocated cableway towers and cabinet bases will require the installation of shallow concrete foundations or portable, helix earth anchor piles, depending on the soil/bedrock conditions.

Cableway Support Towers

ECCC will provide pre-fabricated cableway towers in heights of between 3.0 m and 6.0 m for use. As such, fabrication of the tower supports for cableways will not be required. Installation of the towers will be limited to erecting them true and plumb on the foundations, connecting and tensioning backstay cable supports and adding other details such as platforms, ladders, top sheaves and other hardware.

Tie-Back Anchorages for Cableways

The tie-back anchorages support the main cable, the messenger cable and the tower backstay cables. They historically have been comprised of cast-in-place, steel-reinforced, concrete mass anchorages. Alternatively, in cases where cast-in-place concrete is not practical, multiple buried steel plate or helix earth pile anchorages may be specified. Both cases typically involve excavating or drilling to depths of about 1.5 m to 2.5 m below ground surface. Backfilling for plate anchors is typically accomplished using the excavation spoils (high quality imported, granular backfill is generally not specified) placed and compacted in controlled lifts.

Cables and Hardware

The main cable is to be installed and tensioned to 2 percent sag, such that the sag at the low point in the cable when unloaded is equal to 2 percent of the horizontal distance between the supports. At a minimum, accurate tensioning and sag measurements of the unloaded cable must be carried out by the contractor. In rare cases, a full-scale load test of the main cable may be required.

Historically, ECCC cableways have incorporated a 25.4 mm (1-inch) main cable (typically 6X19 galvanized wire rope), 12.7 mm (½-inch) tieback cable, and 9.5 mm (3/8-inch) messenger cable for aircraft warning markers. All cables have turnbuckles and are secured with clip-type wire rope end connections.

Most new cableways no longer have manned cable-cars and therefore have lighter load requirements and smaller diameter cables.

2.8 Station and Cableway Decommissioning

The extent and process of decommissioning will vary from station to station depending on the nature of the structures and the condition of the river or creek bank. The intent is to remove the physical structures and restore the site to a condition where there is no sign of previous presence by Environment and Climate Change Canada-. Generally, all decommissioned structures are to be removed from site and disposed of at an authorized recycling centre or landfill. However consideration will be given to abandon-in-place buried concrete anchorages and footings.

Concrete

Sites that have cableways identified for removal may not require the removal of the cableway concrete mass anchors. This will be assessed on a station by station basis, giving consideration to the environment and the potential risks of leaving in-place. The assessment will also consider possible reuse of the anchorage for future replacement cableways. Where mass anchors are not removed but not repurposed, they will be buried on site to a minimum of 1.2 m below grade or in situations where removal will cause bank damage and their presence does not disrupt natural surroundings or stability, the anchor will be left as is. Prior to removing any cableway structure, the removal of the mass anchor must be verified with the Technical Authority.

Creosote-Contaminated Soil

In the case of creosote wells, the treated wood and surrounding 1 m of soil must be removed and disposed of at an authorized contaminated soil reclamation facility following environmental regulations and protocols.

Backfill of voids

Removal of below-grade structures such as wells and intake pipes will create a void which will require backfilling. Backfilling will be carried out with clean, well-graded import fill, approved by the Technical Authority and shall be placed and compacted in lifts as specified in the terms of reference for that call-up. Upon completion, the ground surface shall be graded to match surrounding topography.

Below-Grade Benchmark Rods

If possible, benchmark rods should be removed completely, but may be cut off 600 mm below ground surface where complete removal is impractical.

Miscellaneous: Boats, Stairs, Catwalks, Fences and Guards

Decommissioning of any site with stairs, catwalks, boats, livestock fences or guards will include removal of these items. Removal of stairs and catwalks also includes removing any concrete pads or supports and returning the site to its natural surroundings and native grasses. To be defined in the call up should it be necessary

Metal will be disposed at a recycling facility or a landfill. Wooden fences will be disposed of with the wooden creosote wells as they may have been impregnated with preservatives.

2.9 Site Restoration

Disturbances to the bank and boundary of the watercourse outside of the immediate work area must be minimized. Existing vegetation should be retained wherever possible. Effective measures must be used to minimize any damage to the bed, bank or boundary of the watercourse from the transport and operation of heavy equipment. Every reasonable precaution must be taken to prevent material and debris from entering the watercourse. Appropriate measures must be taken to prevent the release of sediments into the watercourse. All unavoidable disturbances to the streambed, banks and channel will be mitigated using appropriate materials that are either naturally present or best approximate the natural surroundings. The purpose is to ensure that the areas are returned back to their natural conditions. Topsoil will be required and the area seeded with native grasses to match the natural landscape of the area.

The riverbank is to be returned to its natural slope and, if necessary, supported to prevent erosion. Bank support will generally come in the form of rip rap or natural fiber erosion control matting. Rip rap will have a minimum nominal size of 150 mm (6 inches). However, the preferred method of bank restoration will be determined and specified on a case-by-case basis by the Technical Authority in consultation with the permitting authorities having jurisdiction.

2.10 Quality Management

The Contractor will be responsible for carrying out their own quality management program (although ECCC or their representatives may elect to carry out their own independent quality management program). This would typically include, but not be limited to maintaining mill test certificates and other documentation for all cables and hardware, materials testing on concrete and backfill, recording the as-constructed lines and grades of footings, anchorages and cable supports, recording cable tensioning and sag data, and carrying out commissioning tests.

2.11 Project Management

The Contractor will be responsible for construction management including submitting requests for information, cost estimates, progress claims, schedule updates, etc. The Contractor shall keep the Technical Authority informed of schedule, work progress, potential problems and changes on a regular basis but at least on a weekly basis and dependent on the call up.

2.12 Specifications and Standards

All work must be carried out in accordance with current standards of practice and meet all relevant federal, provincial, municipal and/or territorial codes.

2.13 Project Locations

Project sites vary in location from within major cities to very remote locations only accessible by dirt road or helicopter. Services may be required at any of these various locations across the province.

However, for the purpose of soliciting Contractor s who are based, geographically, in the regional vicinity of where the work will take place, separate Standing Offers will be set up for:

Northern Manitoba – generally encompassing projects sites located north of Highway 1 Trans-Canada Highway

Southern Manitoba – generally encompassing projects sites south of Highway 1 Trans-Canada Highway”

The Contractor may choose to submit Standing Offers for one or both regions. However, separate submissions must be made for each region.

2.14 Project Timing

The Contractor must time the projects schedule as to produce the least damage to the environment, land and wildlife. The Aquatic Habitat Protection Permits may specify at what time of the year the work can be conducted as not to disturb the animals in the water or riparian zone. The Contractor must be willing to conduct work during the winter if need be, but generally environmentally sensitive site work will not be carried out during winter season.

2.15 Delivery Location

Unless on-site work and/or meetings at ECCC premises is required by the specific demands of a Call-up, the Contractor shall conduct work, on site and provide its own equipment, software, and tools necessary for the performance of the tasks outlined in the SOW and any resultant Call-ups, Contractors must also abide by Treasury Board Secretariats’ Security and Contracting Management Standard. Relevant information can be found at <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12332§ion=text>.

2.16 Contractor Responsibilities

The Contractor shall:

- a. Be in possession of all the required software and tools required to complete the work.
- b. Be capable of commencing work within seven (7) calendar days following receipt of a Call-up and be available for the completion of the entire Call-up and be completed by the date specified in the call up.
- c. Confirm with the ECCC Technical Authority, in writing, the receipt and successful completion of all Call-up requests.

2.16 Language of Work

The language of work will be in English.

ANNEX B

Basis of Payment

List the hourly charge-out rates for the key personnel and equipment that will be assigned to the Standing Offer in a format similar to that shown in Table B-1 and Table B-2 and Table B-3 for unit disposal rates for materials that will be encountered in the Standing Offer

B1 Listing of Additional Key Personnel/Positions

Providing hourly rates for the four positions listed in Table B-1 is mandatory. Adding additional positions and corresponding hourly rates to Table B-1 is optional. However, Contractors are encouraged to include as many additional key personnel as they think will be necessary to meet the work requirements presented in the Request for Standing Offer. The additional positions listed will contribute to a higher score for general completeness and quality of the Offer submission. For ease of evaluation, only the hourly rates of the four primary positions will be considered in scoring of the Financial Offer.

B2 Additional Personnel/Positions Not Listed

It is recognized that the individuals in the positions listed in Table B-1 would likely be supported by a variety of other personnel with job title positions that are not included in Table B-1. Any position (and corresponding hourly rate) that is not listed in Table B-1 must be submitted to and authorized by the Technical Authority before that position may carry out work under the Standing Offer.

B3 Listing of Additional Equipment Available

Providing hourly rates for the six pieces of equipment listed in Table B-2 are mandatory. Adding additional equipment and corresponding hourly rates to Table B-2 is optional. However, Contractor s are encouraged to include as many pieces of equipment as they think will be necessary to meet the work requirements presented in the Request for Standing Offer. Added equipment listed can be used in any call up resulting from this standing offer. The additional equipment listed will contribute to a higher score for general completeness and quality of the Offer submission. But, for ease of evaluation, only the hourly rates of the six primary pieces of equipment will be considered in scoring of the Financial Offer.

B4 Additional Equipment Not Listed

It is recognized that execution of the work may require equipment not listed in the Standing Offer. In such cases, the make, model, year and hourly rate of the new equipment must be submitted to and authorized by the Technical Authority before that equipment is used under the Standing Offer.

B5 Additional Materials Not Listed

It is recognized that during the execution of the work, materials not listed in the Standing Offer may arise. In such case, indicate the name and type of material as well as the unit rate for disposal of the material. The submitted item must be authorized by the Technical Authority before the material can be removed during the Standing Offer.

B6 Mobilization and Demobilization

The estimated time to mobilize and demobilize will be identified by the Contractor and agreed upon by the Technical Authority at the start of each individual call-up. The hourly rates provided for mobilization/demobilization shall include all costs associated with moving crew/equipment to the site and off site, including, site clean-up after completion, the cost of site security and the costs of supplying and operating transportation equipment such as low beds.

B7 Equipment Charges

The hourly rates provided for equipment shall include all costs associated with the supply, maintenance and operation of the equipment, including spill protection. Minimum shift is 4 hours. Maximum shift is 12 hours. All equipment shall be in safe, clean, sound working condition.

B8 Disposal Rates

The unit disposal price should only include the cost associated with the disposal at a landfill or recycling facility and should not include the cost associated with loading, unloading, transportation and any disassembling required before being accepted by the location of disposal. The costs listed that are not included as part of the disposal should use the hourly rate of equipment and personnel as listed in tables B-1 and B-2. Not all the materials listed may be involved during any particular call up.

Table B-1: Hourly Charge-Out Rates of Key Personnel/Positions/Location

	Position/ Project Role	Hourly Rate (\$)
1	Project Manager	
2	Site Superintendent (price should include one site truck).	
3	Machine Operator	
4	General Labourer	
5	<i>Add additional personnel/positions as needed</i>	

Notes:

1. Rates will remain fixed during the course of the Standing Offer.
2. Taxes are excluded from the hourly rates.
3. A single individual may be proposed to fulfill multiple roles.



Table B-2: Hourly Charge-Out Rates of Equipment

	Equipment	Contractor's Equipment (Make/Model/Year)	Hourly Rate (\$)	Mob/Dem ob Hourly Rate (\$)	Blended Rate (% of Hourly Rate)
1	Excavator CAT 313F Series or equivalent				(25%)
2	Backhoe Loader CAT 420F Series or equivalent				(25%)
3	Mini Excavator CAT 303E Series or equivalent				(20%)
4	Dump Truck Tri-Axle 16ft Box or equivalent				(15%)
5	Vibratory Plate Compactor (hoe-mounted) CAT CVP 110 or equivalent				(5%)
6	Vibratory Rammer (Jumping Jack) Whacker Neuson BS50-2 or equivalent				(5%)
7	Screw Pile Driver (hoe-mounted) Earth Drill 35000-80 or equivalent				(5%)
8	<i>Additional equipment as needed e.g. Boat, truck</i>				N/A
Total Blended Rate (Equipment)					

Notes:

1. Rates will remain fixed during the course of the Standing Offer.
2. Taxes may be excluded from the hourly rates.



Table B- 3: Unit Disposal Rates

	Equipment	Rate Per Kg (\$)
1	Concrete (includes concrete containing rebar but not the cost of rebar)	
2	Steel (includes A-frames, cables, cable accessories, ladders, rebar, etc.)	
3	Aluminum	
4	Wood	
5	Creosote treated wood	
6	Creosote contaminated soil	
7	<i>Additional materials not listed</i>	

Notes:

1. Rates will remain fixed during the course of the Standing Offer.
2. Taxes may be excluded from the hourly rates.
3. The values assigned to the “Blended Rates” are for proposal evaluation purposes only.
4. Prices should be only for the cost of disposal and not include the cost of disassembling, loading, transportation or unloading the materials.



ANNEX C

CERTIFICATIONS

Offerors **MUST** meet the requirements of the following certifications and **complete/sign/date** where appropriate to certify their compliance. See also Part 5 of this RFSO - "Certifications "

C.1 CERTIFICATION OF EDUCATION/EXPERIENCE

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement are capable of satisfactorily performing the Work described in the resulting Contract.

Signature of Authorized Company Official

Date

C.2 STATUS AND AVAILABILITY OF RESOURCES

The Offeror certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by ECCC's representatives and at the time specified in the bid solicitation or agreed to with ECCC's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its bid, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to ECCC. The Offeror must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

Signature of Authorized Company Official

Date

C.3 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 spending 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" means a 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 and includes:



- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up of former public servants; or
- (d) 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 Public Service.

"pension" means a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36, as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.

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.

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 fee 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.

Certification

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

C.4 JOINT VENTURE

A Joint Venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, *sometimes referred as a consortium*, to submit an offer together on a requirement. Offerors who submit bid as a Joint Venture must indicate clearly that this is a joint venture and provide the following information. (If the information contained in the bid is not clear, the Offeror must provide the information on request from the RFSO Authority.)



The Offeror represents that the offering entity **is** / **is not** (*circle as applicable*) a Joint Venture.

A Offeror that **is** a Joint Venture must provide the following additional information:

1. **Composition of Joint Venture:** (names and addresses of **all** members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

a.		PBN:	
b.		PBN:	
c.		PBN:	
d.		PBN:	

2. **The name of the representative of the Joint Venture, i.e., the member chosen by the other members to act on their behalf, if applicable:**

3. **The name of the Joint Venture, if applicable:**

4. **Type of Joint Venture** (*mark applicable choice*):

<input type="checkbox"/> incorporated joint venture	<input type="checkbox"/> partnership joint venture
<input type="checkbox"/> limited partnership joint venture	<input type="checkbox"/> contractual joint venture
<input type="checkbox"/> other	

The bid and any resulting contract must be signed by all the members of the joint venture **unless** one member has been appointed to act on behalf of all members of the Joint Venture. The Contracting Authority may, at any time, require each member of the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid and the contract. If a contract is issued to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of the contract.

Signature of all Parties (*if a Joint Venture applies*):

Date : _____

Signature of Offeror (*if a Joint Venture does not apply*): _____

Date: _____



C.5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

Federal Contractors Program for Employment Equity - over \$200,000

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers 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 contract award. If the Offeror is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract. Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract 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-EE for a reason other than the reduction of their workforce. Any bid from ineligible contractors will be declared non-responsive.

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-EE, 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. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cqibin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.

3. The Offeror certifies its status with the FCP-EE, as follows:

The Offeror

(a) () is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,

(b) () is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c.44;

(c) () is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part time employees 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 the FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible contractor by HRSDC).

Signature of Authorized Company Official

Date:

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>



ANNEX E

Photos of typical hydrometric station facilities



Photograph 1: Typical cableway and towers.



Photograph 2: Typical A-frame tower and platform.



Photograph 3: Typical cable turnbuckle arrangement.



Photograph 4: Typical clip-type cable terminations.



Photograph 5: Typical shelter on top of a creosote well



Photograph 6: Fall restraint anchor frame inside a shelter on a well.



Photograph 7: Typical steel sheet pile weir.



Photograph 8: Typical shelter with windmill and cattle fence.



Photograph 9: Erosion control matting placed over compacted disturbed soil and native seed.