

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Brunswick
E2L 2B9**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Bruns
E2L 2B9

Title - Sujet Material Testing, Various Locations	
Solicitation No. - N° de l'invitation EC015-131061/A	Date 2012-07-25
Client Reference No. - N° de référence du client EC015-131061	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3108
File No. - N° de dossier PWB-2-35035 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-05	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Doucet, Gisele PWB	Buyer Id - Id de l'acheteur pwb004
Telephone No. - N° de téléphone (506)636-4541 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Material Testing Northeast-Southeast Northeast-Southeast New Brunswick Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

IMPORTANT CHANGES TO SECTION 01 "CODE OF CONDUCT AND CERTIFICATION - OFFER" OF THE 2006 (2012-07-11) STANDARD INSTRUCTIONS - REQUEST FOR STANDING OFFERS - GOODS OR SERVICES - COMPETITIVE REQUIREMENTS (REFER TO PART 5 CERTIFICATIONS, CLAUSE 1) OFFERORS MUST FROM NOW ON SUBMIT WITH THEIR OFFERS ON CLOSING DATE:

- **A COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE OFFEROR'S BOARD OF DIRECTORS. (SEE ANNEX C)**

AND

- **CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229) PROPERLY COMPLETED AND SIGNED, FOR EACH INDIVIDUAL NAMED IN THE AFORMENTIONED LIST. (SEE SAMPLE IN ANNEX D)**

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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 Basis of Payment, Certifications and Terms of Reference.

2. Summary

This Request for a Standing Offer (RFSO) is to establish a Regional Individual Standing Offer (RISO) for the testing and inspection of concrete, asphaltic concrete, granular fill, mortar materials, and reinforcing bars layout for various locations throughout Northeast and Southeast New Brunswick (Restigouche, Gloucester, Northumberland, Kent and Westmorland Counties) as well as Northeast Nova Scotia (Cumberland County). The period of the Standing Offer will be for two years from the date of award and will be on an "as and required" basis in accordance with Annex "E", Terms of Reference.

Pursuant to section 01 of Standard Instructions 2006, a Consent to a Criminal Record Verification form, must be submitted with the offer, by Request for Standing Offers closing date, for each individual who is currently on the Offeror's Board of Directors.

This agreement is subject to the provisions of the NAFTA, WTO-AGP and the Agreement on Internal Trade (AIT) as well as Canada-Peru FTA and Canada-Columbia FTA.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual clauses

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

2. Submission of Offers

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

Offers by facsimile will be accepted. Facsimile Number is (506) 636-4376.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.

Solicitation No. - N° de l'invitation

EC015-131061/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

Client Ref. No. - N° de réf. du client

EC015-131061

File No. - N° du dossier

PWB-2-35035

CCC No./N° CCC - FMS No./N° VME

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 New Brunswick.

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.

Solicitation No. - N° de l'invitation

EC015-131061/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

Client Ref. No. - N° de réf. du client

EC015-131061

File No. - N° du dossier

PWB-2-35035

CCC No./N° CCC - FMS No./N° VME

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify 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 Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

2. Certifications Precedent to Issuance of Standing Offer

The certifications listed in **Annex "C" Certifications** 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 requirements within that time period will render the offer non-responsive.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex C**. If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Terms of Reference in Annex "E".

2. 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.

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for a period of two years from the date of award.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Gisèle Doucet
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 421
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-4541

Facsimile: (506) 636-4376

E-mail address: gisele.doucet@pwgsc.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.

4.2 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.

4.3 Offeror's Representative

Name: _____

Telephone: () _____

Fax: () _____

E-mail: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form CF942.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Harmonized Sales Tax excluded).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$174,790.00 (Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. 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 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2012-07-16), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

10. Certifications

10.1. Compliance

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

11. 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 New Brunswick.

12. Estimates

SACC Manual clause M3800C (2006-08-15) Estimates

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex B. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

Supplemental General Conditions 2010C (2012-07-16), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

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

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. 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.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

ANNEX "A"
BASIS OF PAYMENT
PRICING SCHEDULE 1 - YEAR 1 AND 2

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ ¢	Estimated Total Price \$ ¢
1	Engineering Services	As per APEGNB fee Schedule to a total of			\$18,000.00
2	Technician				
	(a) Field	Hour	2,000	\$ _____	\$ _____
	(b) In Travel	Hour	1,000	\$ _____	\$ _____
3	Concrete Testing				
	Concrete Aggregate Tests, Sieves Analysis and Fineness Modulus (each unit includes sieve analysis and fineness modulus)				
	(a) Fine	Each	25	\$ _____	\$ _____
	(b) Coarse	Each	25	\$ _____	\$ _____
	(c) Mix Review	Each	30	\$ _____	\$ _____
	(d) Trail Mix	Each	20	\$ _____	\$ _____
	(e) Resistance to Abrasion (Los Angeles Abrasion or Micro Deval)	Each	15	\$ _____	\$ _____
	(f) Compressive Strength of Cylinders (Molds included)	Each	600	\$ _____	\$ _____
	Specific Gravity and Absorption				
	(g) Fine	Each	25	\$ _____	\$ _____
	(h) Coarse	Each	25	\$ _____	\$ _____
	(i) Soundness: Coarse & Fine (inclusive)	Each	25	\$ _____	\$ _____
	Organic Impurities				
	(j) Fine	Each	10	\$ _____	\$ _____
	Wash Aggregates				\$ _____
	(k) Coarse or Fine	Each	10	\$ _____	\$ _____
4	Asphalt Concrete Testing				
	(a) Review of Mix Design	Each	10	\$ _____	\$ _____
	(b) Marshall Stability	Each	10	\$ _____	\$ _____
	(c) Flow Value	Each	10	\$ _____	\$ _____
	(d) Voids in Mineral Aggregate	Each	10	\$ _____	\$ _____
	(e) Index of Retained Stability	Each	10	\$ _____	\$ _____
	(f) Maximum Theoretical Specific Gravity	Each	10	\$ _____	\$ _____

Item	Description, Class of Labour, Material or Plant	Unit of Measure	Estimated Hrs / Qty	Unit Price \$ ¢	Estimated Total Price \$ ¢
4	Asphalt Concrete Testing - con't				
	(g) Bulk Specific Gravity of Compacted Paving Mixture	Each	10	\$ _____	
	(h) Compaction by Coring	Each	20	\$ _____	\$ _____
	(i) Compaction by Nuclear Densometer (equipment only)	Hour	20	\$ _____	\$ _____
5	Granular Fill Testing				
	(a) Fine, Coarse or Combined Sieve Analysis	Each	10	\$ _____	\$ _____
	(b) Moisture Density	Each	10	\$ _____	\$ _____
	(c) Nuclear Densometer (equipment)	Hour	50	\$ _____	\$ _____
6	Quarried Rock Testing				
	(a) Crushing and Preparing Sample	Each	10	\$ _____	\$ _____
	(b) Specific Gravity	Each	10	\$ _____	\$ _____
	(c) Loss from Freeze-Thaw	Each	10	\$ _____	\$ _____
	(d) Mirco Deval	Each	10	\$ _____	\$ _____
7	Mortar Testing				
	(a) Compressive Strength of Cubes	Each	10	\$ _____	\$ _____
8	Final Summary Report	Each	12	\$ _____	\$ _____
9	Travel				
	Includes all Expenses (Meal and Mileage allowance)	Provisional			\$12,000.00
Total Estimated Amount used for Evaluation - Materials Testing					\$ _____

Note: The estimated quantity entered in column four for each item is an estimate only for services as and when requested and does not infer that all the quantities for that item will be utilized or that the quantities may not be exceeded.

ANNEX "B"

Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing

Within seven (7) days and prior to award, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

2. Laboratory Qualifications Code for Concrete Testing Laboratories

The firm must show that they are a C.S.A. accredited firm. Written proof of accreditation to be submitted upon request for all technicians performing the work.

3. Liability Insurance

Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
 - (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.

4. Federal Contractors Program for Employment Equity (FCP-EE)

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

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

The Offeror or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C.. 1995, c. 44;
- () is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

5. 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:*

an individual;

an individual who has incorporated;

a partnership made up of former public servants; or

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 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:

name of the former public servant;

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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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

Signature

Solicitation No. - N° de l'invitation

EC015-131061/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

Client Ref. No. - N° de réf. du client

EC015-131061

File No. - N° du dossier

PWB-2-35035

CCC No./N° CCC - FMS No./N° VME

ANNEX C

COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

NOTE TO OFFERORS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation

EC015-131061/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

Client Ref. No. - N° de réf. du client

EC015-131061

File No. - N° du dossier

PWB-2-35035

CCC No./N° CCC - FMS No./N° VME

ANNEX D

SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229)

Solicitation No. - N° de l'invitation

EC015-131061/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

Client Ref. No. - N° de réf. du client

EC015-131061

File No. - N° du dossier

PWB-2-35035

CCC No./N° CCC - FMS No./N° VME

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	SAMPLE ONLY		
Print Name - Nom en lettres moulées	USE FORM AVAILABLE ONLINE AT WEB SITE INDICATED IN SI01 3.1 b.		Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement		
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante			
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat			Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante		Contact Person Tel. No. - N° de tél. de la personne-ressource	

Solicitation No. - N° de l'invitation

EC015-131061/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

Client Ref. No. - N° de réf. du client

EC015-131061

File No. - N° du dossier

PWB-2-35035

CCC No./N° CCC - FMS No./N° VME

ANNEX E

TERMS OF REFERENCE

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

PART 1 - GENERAL

Testing and inspection of concrete, asphaltic concrete, granular fill, mortar materials, reinforcing bars layout will be required for various projects to be located throughout Northeast and Southeast New Brunswick, (Restigouche, Gloucester, Northumberland, Kent and Westmorland Counties) and Northeast Nova Scotia (Cumberland County). Testing services quoted in this submission will be required for 2 years.

PART 2 - PERSONNEL

2.1 Field Technician

The Consultant will provide the services of an experienced Technician to perform material sampling, concrete batch plant inspections, on-site testing and inspection of placing of concrete, asphaltic concrete, granular fill, mortar materials and the positioning of the reinforcing bars, when requested. The hours quoted in the cost breakdown are for daily time spent on site to perform the specified work. The Consultant is to note that it will be necessary to provide the required services with a twelve (12) hour prior notice of when Technician is required on site. All labour costs for work done in association with laboratory testing and inspection are to be included in the quoted rates for specific items stated in the Quotation Summary. Travel Expenses to sampling pits, plants, and job site(s) to be paid not exceeding to Travel Federal Governmental rates. All hours of work performed by the Field Technician are to be approved by Public Works and Government Services Canada (PWGSC) Project Manager prior to start of work. The cost for transportation of concrete cylinders and mortar cubes to and from the site will be paid on invoice and will be included under the provincial amount for travel.

The technician is to advise PWGSC Project Manager after or during each site visit the work performed and any difficulties encountered. The on site Technician must be equipped with a cellular phone to be able to communicate between the field and the Project Manager.

2.2 CSA Requirements

The Consultant will be a C.S.A. accredited firm for concrete inspection. The firm will provide written proof of accreditation upon request of all technicians performing the work.

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

PART 3 - REPORTS

3.1 General Requirements

The Consultant is to perform the required laboratory testing or engineering analysis immediately upon delivery of samples, mix designs, etc. Results are to be forwarded to PWGSC Project Manager immediately upon completion of findings.

All laboratory and field testing results are to be arranged in tabular forms, signed by the consultant reviewer and copies of all correspondence are to be provided per the following requirement:

One copy of test results via facsimile or e-mail are to be provided to PWGSC Project Manager. The PWGSC Project Manager will be identified on each individual call-up form. The test results will include the engineering analysis, site testing and discussion of test results.

Upon completion of all testing, engineering analysis, and site testing, the Consultant will provide a consolidated report complete with:

- project description
- all test data sheets
- data on testing completed
- description of methods and procedures used for testing
- results of testing in a tabular form
- discussion of test results
- report will be signed by the Consultant appointed reviewer.

PWGSC Project Manager must be informed of all the results from the testing and the on site inspection immediately after performance of these additional requirements.

The final report is to be submitted in duplicate. No separate payment will be made for the supply of results. Cost of reports to be considered incidental to the pay items listed in the cost breakdown.

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

3.2 Additional Services

PWGSC Project Manager may request from the Consultant to perform additional services based on the results of the above testing. This may include a request for the Consultant's comments on the test results and recommendations for remedial action.

The method of payment for the provision of this service will be in accordance with the Engineer and Technician rates established in the Unit Table of this service contract. PWGSC Project Manager must pre-approve the time and rate of payment before the service is carried out.

PART 4 - CONCRETE TESTING AND INSPECTION REQUIREMENTS

4.1 General

All materials and methods used in performance of the concrete testing and inspection are to be performed to CAN3-A23.1-00 - Concrete Materials and Methods of Concrete Construction, All testing of concrete to be performed to CAN3-A23.2-00 - Methods of Test for Concrete.

All firms responding to this invitation for services must substantiate that they are accredited under C.S.A. to perform testing requirements.

4.2 Concrete Testing

- .1 Fine and Coarse Aggregate:
 - a) Sieve Analysis and Fineness Modulus
 - b) Specific Gravity and Absorption
 - c) Soundness of Aggregate
 - d) Resistance to Abrasion by use of Los Angeles Machine
 - e) Organic Impurities
- .2 Concrete Trial Mix: Prepare concrete trial mix and provide recommendations to improve mix, the compressive strength results of the trial mix, etc.
- .3 Field preparation of concrete test cylinders including supply molds, field testing for percent air voids and slump tests. Laboratory testing of concrete test cylinders for compressive strength at 3 days if requested, 7 and 28 days. Consultant to check sizes, quantity and placing of all reinforcing steel. One hour of field work verification will be allowed prior to each pour.

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

4.2 Concrete Testing (Cont'd)

.3 (Cont'd)

The Consultant will maintain a continuous supply of at least six test cylinder moulds on site during periods of construction.

.4 Concrete work shall be tested according to the schedule indicated in Table 4.2a below.

.5 Pre-cast Concrete: Consultant to supply cylinder moulds to take cylinders as well as check sizes, quantity and placing of all reinforcing steel. Consultant is to verify that all pre-cast concrete work is in accordance with CAN3-A23.4-78 and CAN-A23.3-M77 and plans and specifications.

Quality Assurance and Material Testing
Table 4.2a
Frequency of Testing (Concrete)

Number of Cubic Metres in Placing Operation	Minimum No. of Cylinders	Minimum No. of Tests (See Note 1)
Up to 25	5	1
26-50	7	1
51-100	10	2
101-200	12	2
Over 200	See Note 2	
Note 1: A test is defined as 2 cylinders to be broken at 28 days. Cylinders shall be sampled in accordance with CSA A23.2-1C.		
Note 2: An additional test will be taken for each additional 100 cubic metres of concrete placed.		
Note 3: The cost of each cylinder will be incidental to the testing.		

4.3 Concrete Inspection

.1 Upon request from PWGSC, inspect concrete batch plants to insure that the plants, equipment and all materials to be used in concrete mixes meet requirements of CAN3-A23.1-M90. Sampling of aggregates to be performed when requested.

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

4.3 Concrete Inspection (Cont'd)

- .2 Review of concrete mix designs proposed by the Supplier/Contractor. Mix designs will be forwarded to the Consultant after receipt from the Contractor. The Consultant will be required to review the mix design proposed to be used for the method selected by the Contractor to place the concrete. The Consultant's Engineer will review the mix proportions, acceptability of aggregates, etc. The Consultant will provide, if required, recommendations for any changes which he may feel will be necessary to improve the mix. Comments on the effects of admixtures should they be requested to be used will be required.

4.4 Reinforcing Bars Inspection

- .1 Reinforcing bars shall be free of oil, dirt, mil scale, loose or excessive rust or other coatings that reduce bond to concrete.
- .2 Reinforcing bars shall be fastened at all intersections, except where the spacing is less than 300 mm in each direction in which case fastening at alternate intersections.
- .3 The minimum reinforcing bars cover for marine structure shall be 75 mm.
- .4 Plastic bar supports or concrete blocks shall be used as chairs for supporting and/or spacing the reinforcing bars. Bricks are not allowed.
- .5 The reinforcing bars shall be secured so they will remain in position during depositing and vibration of the concrete.

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

PART 5 - ASPHALTIC CONCRETE TESTING AND INSPECTION REQUIREMENTS

5.1 Review of Asphaltic Concrete Mix Design

The Consultant will be required to review asphaltic concrete mix designs. Mix designs as specified to be by Marshall method. The Consultant will be required to make recommendations for any changes he feels may be required.

The Consultant will be required to determine if the mixes supplied meet specification requirements. Included in the testing requirements are the following:

- Marshall stability
- Flow Value
- Air Voids in Mixture
- Voids in Mineral Aggregate
- Index of Retained Stability
- Determination of Maximum Theoretical Specific Gravity
- Determination of Bulk Specific Gravity of Compacted Paving Mixture (ASTM D1188)

5.3 On Site Testing

The Consultant is to provide the services of a Technician to visit the site of the asphaltic concrete suppliers to obtain the required samples for testing and mix designs. The Technician will also be required to visit the project sites to set up rolling patterns using the nuclear densometer to (ASTM D2950) to obtain on site sample cores (ASTM D5361) of the asphaltic concrete for compression testing.

PART 6 - GRANULAR FILL TESTING REQUIREMENT

6.1 Laboratory Testing

Sampled aggregates to be obtained at source and tested within one week of notification. The Consultant will perform sieve analysis to ASTM C136-82 and ASTM C117-80. The Consultant is to determine the maximum dry density for each material to ASTM D698, Method C, Standard Proctor Density.

6.2 On Site Testing

The Consultant is to provide the services of a technician to perform on site testing for comp action of granular material. Field testing to be carried out using a nuclear densometer to ASTM-D2922.

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

PART 7 - MORTAR TESTING AND INSPECTION REQUIREMENTS

7.1 General

All materials and methods used in the performance of the mortar testing and inspection are to be performed to CAN3-A371-94, CSA A179-94, and CAN3-A370-94.

P.W.G.S.C. to be informed of results of testing and inspection immediately after performance of work.

7.2 Mortar Testing and Inspection

.1 Mortar Testing

Inspect cementitious materials and aggregates and confirm in conformance with requirements of specified standards.

.2 Field preparation of test cubes including supply of moulds. Laboratory testing of test cylinders for compressive strength at 7 and 28 days.

The Consultant will maintain a continuous supply of at least six test moulds on site during periods of construction.

.3 Mortar Inspection

Inspect mixing equipment to insure that the equipment and all materials to be used in mortar mixes meet requirements of specified standards.

PART 8 - METHOD OF PAYMENT

The items for payment are listed on the attached Estimate of Cost sheet and described above.

There will not be any separate payment for the cost of sending copies of results described in Item 3.1 by facsimile, mail e-mail, or courier services. These costs include stationary, stamps, labour and transmission essences, etc. Include the cost of doing this work in items for payment.

There will not be any separate cost for the telephone services or calls made by the Consultant or his representative. Should the Engineer request additional information or request consultation, the cost of the telephone calls and reports will be included in the rates established and as described in Item 3.2.

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
VARIOUS LOCATIONS - NORTHEAST- SOUTHEAST NEW BRUNSWICK

PART 9 - INVOICING

The Consultant will provide the following as part of invoicing for all work completed:

- (1) Project Name
- (2) Project Number
- (3) Call-up Number
- (4) Call-up Amount less total invoiced to date, i.e. outstanding amount against call-up.
- (5) Notification of Final Invoice on each project and outstanding call-ups remaining.
- (6) Project Officer who initiated call-up.
- (7) Total Consultant Fees, Total Consultant Disbursements for each invoice, mileage to be shown separately.
- (8) Copies of Original Invoice to go to Project Manager who initiated call-up at the following address:

PWGSC
1045 Main Street, Unit 100
Moncton, NB
E1A 4J3

Failure to include any or all of the above will result in the invoice being returned to the Consultant for correction prior to the payment being initiated.