

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions Travaux publics et Services  
gouvernementaux Canada**  
Building S-111  
CFB Petawawa  
Petawawa  
Ontario  
K8H 2X3  
Bid Fax: (613) 687-6656

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

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

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada Supply  
and Services Operation  
Petawawa Procurement  
Building S-111  
CFB Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> Ready Mix	
<b>Solicitation No. - N° de l'invitation</b> W0107-11B319/A	<b>Date</b> 2012-06-19
<b>Client Reference No. - N° de référence du client</b> W0107-11CB319	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-903-1191
<b>File No. - N° de dossier</b> PET-2-37051 (903)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-08-08</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Harrington, Mary-Lou	<b>Buyer Id - Id de l'acheteur</b> pet903
<b>Telephone No. - N° de téléphone</b> (613)687-0789 ( )	<b>FAX No. - N° de FAX</b> (613)687-6656
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

#### **A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument
8. Limitation of Call-ups
9. Priority of Documents
10. Certifications
11. Applicable Laws

#### **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Commercial General Liability Insurance

#### **List of Annexes:**

- Annex A Statement of Requirement  
Annex B Basis of Payment

---

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) template is divided into six 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 to the RFSO;
- Part 3: Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- Part 6: 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- B: 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 and Statement of Requirement

### 2. Summary

**2.1** To establish a Regional Individual Standing Offer for the **supply and delivery of ready mix, site mix, pre-cast concrete and associated items** as per the attached Specification and Pricing Basis for the Base Construction Engineers at CFB Petawawa, Ontario.

#### **2.2 Period of Standing Offer:**

The Standing Offer will be from 01 September 2012 to 31 August 2015.

### 3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

---

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sac.tpsgc-pwgsc.gc.ca/pub/achoc-eng.jsp>) Manual issued by Public Works and Government Services Canada (PWGSC).

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

## **2. Submission of Offers**

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

## **3. Enquiries - Request for Standing Offers**

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

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

## **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in Ontario.

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **1. Offer Preparation Instructions**

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

**Section I:** Offer (Request for Standing Offer)(1 hard copy)

**Section II:** Financial Offer (1 hard copy)

**Section III:** Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environment considerations into the procurement process *Policy on Green Procurement* (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

#### **Section I: Offer (Request for Standing Offer)**

In their offer, offerors are to complete and submit the fill-in pages of the RFSO document. Offerors are to ensure that that these pages are submitted with their offer for each period.

#### **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, if applicable.

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

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

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

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

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

#### **Section III: Certifications:**

Offerors must submit the certifications required under Part 5.

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

## 1. Evaluation Procedures

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

### 1.1. Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

### 1.2 Financial Evaluation

Offers will be assessed to arrive at an aggregate value based on the estimated usage provided herein at Annex B, FOB Destination as indicated. The estimated usage provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

The Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. In the event that a bidder does not provide a price for any item PWGSC will, for assessment purposes only, substitute the highest price quoted (by another bidder) for the item for which they did not provide a quote. If all bidders fail to provide a price for a particular item, that item will be eliminated from the assessment. This will be for the purposes of obtaining an aggregate total for each bidder.

The aggregate value is the sum of all extended prices.

## 2. Basis of Selection

**2.1** It is the intention of Canada to issue a single Standing Offer for this requirement to the compliant offeror whose proposal:

1. Offers the lowest aggregate value ; and
2. Meets all the Conditions Precedent to Issue of a Standing Offer (located in Part 5).

## 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. Certifications Precedent to Issuance of a Standing Offer

Offerors must submit the certifications as provided below:

#### 1.1 Certifications Precedent to Issuance of a Standing Offer

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

Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

### 1.1.1 Federal Contractors Program for Employment Equity -Certification - over \$25,000 and below \$200,000

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 the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.*

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

The Bidder or the member of the joint venture

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

### 1.1.2 Documents Required

- a) A copy of insurance certificate which meets or exceeds the coverage specified herein.
- b) A copy of Worker's Compensation coverage for all applicable employees.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

#### 2. Standard Clauses and Conditions

Solicitation No. - N° de l'invitation

W0107-11B319/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PET-2-37051

Buyer ID - Id de l'acheteur

pet903

CCC No./N° CCC - FMS No/ N° VME

W0107-11CB319

---

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada (PWGSC).

## **2.1 General Conditions**

2005(2012-03-02) 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 Standing Offer**

The period for making call-ups against the Standing Offer is as follows:

From 01 September 2012 to 31 August 2015.

### **3.2 Standing Offers Reporting**

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

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

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

The quarterly periods are defined as follows:

1st quarter: December 1 to February 28;

2nd quarter: March 1 to May 31;

3rd quarter: June 1 to August 31;

and 4th quarter: September 1 to November 30.

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

## **4. Authorities**

### **4.1 Standing Offer Authority**

The Standing Offer Authority for the Standing Offer is:

Mary Lou Harrington  
Public Works and Government Services Canada  
Petawawa Procurement  
Bldg S-111, CFB Petawawa  
Petawawa, Ontario K8H 2X3  
Telephone: 613-687-0789 Facsimile: 613-687-6656  
E-mail address: marylou.harrington@pwgsc.gc.ca

Solicitation No. - N° de l'invitation

W0107-11B319/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pet903

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

W0107-11CB319

File No. - N° du dossier

PET-2-37051

CCC No./N° CCC - FMS No/ N° VME

---

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 DND Project Authority

The DND Project Authority for the Standing Offer is:

***(to be completed upon issue of the SOA)***

The DND Contracting Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract. Prior to the first call-up, the offeror may be requested to participate in a post-award meeting to discuss the procedures with the DND Contracting Authority.

#### 4.3 Offeror Contacts:

Name and Telephone number of the person responsible for: **(to be completed by Offeror)**

***General Enquiries:***

\_\_\_\_\_ (name)  
\_\_\_\_\_ (telephone number)  
\_\_\_\_\_ (fax number)  
\_\_\_\_\_ (email address)

***Delivery Follow-up:***

\_\_\_\_\_ (name)  
\_\_\_\_\_ (telephone number)  
\_\_\_\_\_ (fax number)  
\_\_\_\_\_ (email address)

#### 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is :  
Base Construction Engineering, CFB Petawawa

#### 6. Call-up Procedures

The Identified User will establish which items from Annex "B" are required for each call-up.

#### 7. Call-up Instrument

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

#### 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

#### 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 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-03-02) Goods (Medium Complexity)
- e) Annex A - Specification;
- f) Annex B - Pricing Basis
- g) the Offeror's offer \_\_\_\_\_ (insert date of offer) (If the offer was clarified or amended, insert at the time of issuance of the offer: ", as clarified on \_\_\_\_\_" or ", as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable)

## 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 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.

## 11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in \_\_\_\_\_. (The Standing Offer Authority must insert the name of the province or territory as specified by the Offeror in its offer).

## 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. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

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

#### 2.2 SACC Manual Clauses

**A9062C Canadian Forces Site Regulations**

**2010-01-11**

### 3. Term of Contract

#### 3.1 Delivery Date

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

**4. Payment****4.1 Basis of Payment**

1. The basis of payment attached hereto as Annex B shall be used to price any call-up made pursuant to this Standing Offer.

**4.2 SACC Manual Clauses**

H1001C Multiple Payments

2008-05-12

**4.3 Payment by Credit Card**

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

OR

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

**5. Invoicing Instructions****5.1 Invoicing Requirements - CFB Petawawa**

Only one (1) copy of the invoice is required and must show:

- a) the date
- b) name and address of the consignee
- c) DND's purchase order number and the Standing Offer number
- d) description of the goods

**6. 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 Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- 
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations:  
Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours):  
To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the

Solicitation No. - N° de l'invitation

W0107-11B319/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PET-2-37051

Buyer ID - Id de l'acheteur

pet903

CCC No./N° CCC - FMS No/ N° VME

W0107-11CB319

---

Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

---

**ANNEX A  
STATEMENT OF REQUIREMENT**

1 Dec 2011

Specification for Ready mix, site mix and pre-cast concrete

Project File Number CB 319

1) Identification

- a) The requirement is to supply and deliver all Ready mix, site mix and pre-cast concrete for CFB/ASU Petawawa

2) Standards

- a) Canadian Standards Association (CSA)
- b) Underwriters' Laboratories of Canada (ULC)
- c) Americana National Standard Institute (ANSI)
- d) Canadian General Standard Board (CGSB)
- e) Ontario Ministry of Transportation (MTO)

3) Environmental

- a) The general geographical area of Canadian Forces Base Petawawa is located in north central Ontario, about 171 kms west of Ottawa, north of Trans Canada Highway.
- b) Does not include Private Married Quarters (PMQ's) on Canadian Forces Base / Area Support Unit Petawawa.
- c) Access to the site is subject to the following restrictions: Troop movements, Other regulations as laid down by the Base Commander and/or the Technical Authority; and all possible steps will be taken to provide the Contractor with access to the area at all times. However, DND activity may require some closure of the area.

---

#### 4) Technical Requirements

- a) The supply and delivery of Ready mix, site mix and pre-cast concrete to the BCE warehouse. There will be a requirement to forward deliver materials to workshops but the delivery person must always stop at BCE warehouse first to present the packing slip.
- b) BCE will verify all orders within 72 hours and report deficiencies to the supplier
- c) Emergency Items will be delivered with in twenty four (24) hours of call up. All Emergency items will be identified at the time of the call up.
- d) The contractor must be capable of supplying to the BCE tool crib all items on Annex B, Pricing Basis "A" within three (3) days of time of call up. The time of call up shall start at either the time stamp on the fax or when a verbal approval from authorized purchasers.
- e) All special order items will be delivered with in the agreed upon time, settled upon at time of order. Special order items are items that cannot be found in Annex B, Pricing Basis "A".
- f) All packages will be labelled with "Attention BCE Tool Crib". All packages will be packed according to work orders relating to packing slips. There must be a packing slip attached to each package of related items. All packing slips will denote the work order number and the requisition number.
- g) No deliveries shall be accepted without clearly legible Material Safety Data Sheets (MSDS) and product labels that are Workplace Hazardous Material Information System (WHMIS) compliant.
- h) The contractor must note that all deliveries will be accepted during the time of 0730 to 1130 and 1230 to 1530 Monday to Friday unless other wise directed by technical authority.
- i) Annex B, Pricing Basis "B" is to be utilized for the purchase of related materials not listed in Annex "B", Pricing Basis "A".

**ANNEX B  
BASIS OF PAYMENT**

**Year 1 - 01 September 2012 to 31 August 2013**

**Year 2 - 01 September 2013 to 31 August 2014**

**Year 3 - 01 September 2014 to 31 August 2015**

No minimum orders.

Transportation Charges: All prices shown herein will include transportation. For speciality items a transportation charge can be charged but must be provided at the time of the call-up.

**PRICING BASIS "A" -**

Item	DESCRIPTION	UOI	QTY PER YEAR	YEAR 1 UNIT PRICE	YEAR 2 UNIT PRICE	YEAR 3 UNIT PRICE
1.	Concrete premixed, 5076 PSI /35 MPA, ¾ inch/19.0mm stone, 3 inch/80mm slump with 5-8 % air entrainers	M <sup>3</sup>	50			
2.	Concrete premixed, 4641 PSI /32 MPA, ¾ inch/19.0mm stone, 3 inch/80mm slump with 5-8 % air entrainers	M <sup>3</sup>	25			
3.	Concrete premixed, 4351 PSI /30 MPA, ¾ inch/19.0mm stone, 3 inch/80mm slump with 5-8 % air entrainers	M <sup>3</sup>	15			
4.	Additional charge for winter heat	M <sup>3</sup>	5			
5.	Additional charge for set retarders	M <sup>3</sup>	1			
6.	Additional charge for set accelerators	M <sup>3</sup>	3			
7.	Additional charge for superplasticizers	M <sup>3</sup>	15			
8.	Additional charge for coloring	M <sup>3</sup>	1			
9.	Bulk Pave Patch	Ton ne	14			
10.	Pave Patch 22.7 KG/50lb	BG	187			

11.	Portland Cement 36.30 kg/80 lb	BG	11			
12.	Type S Masonry 30 kg/66.14 lb	BG	15			
13.	Rebar 15 Mil	M	67			
14.	Pallet charges All pallets used for the delivery of products to the consignee must be returned to the contractor. Pallets not returned to the contractor within 1 month after their delivery to the consignee will be charged at the rate of \$_____ per pallet on the next month's invoice. The contractor is responsible for the pick-up of empty pallets at no charge to the customer.		6			
15.	Underload charge (applicable to items 1 to 12 only) an underload charge of \$_____ lot price will be charged for orders under_____.		2			

**PRICING BASIS "B" -**

For items of a similar nature, not specifically listed above, available at contractor's cost plus a mark-up of \_\_\_\_\_%