

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundland and Labrador
A1C 5T2
Bid Fax: (709) 772-4603

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
PWGSC/TPSGC-Nfld Region/Real Property
John Cabot Building
10 Barters Hill, P.O. Box 4600
St. John's
Newfoundl
A1C 5T2

Title - Sujet S/O Quality Control Services - NL	
Solicitation No. - N° de l'invitation E0224-131889/A	Date 2012-10-18
Client Reference No. - N° de référence du client E0224-131889	GETS Ref. No. - N° de réf. de SEAG PW-\$PWD-004-5680
File No. - N° de dossier PWD-2-35096 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-28	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Hoskins, Nicole	Buyer Id - Id de l'acheteur pwd004
Telephone No. - N° de téléphone (709)772-8192 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Various Locations, NL (Eastern, Central, Western & Labrador)	
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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) 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 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 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work and the Basis of Payment.

2. Summary

Public Works and Government Services Canada (PWGSC) has a requirement to establish Regional Individual Standing Offers (RISOs) for Quality Control Services at Various Locations across the province of Newfoundland and Labrador.

Work under these RISOs will include, but is not limited to, the following requirements: on-site sampling and testing of concrete, sampling and testing of concrete aggregates, review of concrete mix design, concrete trail mix preparations and testing, concrete compressive strength testing, soil and rock sampling and testing, nuclear densometer testing, and asphalt laboratory and field testing.

The term for these RISOs will be two (2) years, on an "as and when requested basis." A standing offer is an agreement and not a contract. Canada reserves the right to award to more than one Offeror.

Four (4) separate RISOs may be issued, one for each of the specified geographic regions - Eastern Region, Central Region, Western & Southern Labrador Region, and Labrador Region. Offerors can submit rates for any or all of the four specified geographic areas.

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

Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

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 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.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any Standing Offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

1.1 SACC Manual Clauses

SACC Manual clause M0019T **(2007-05-25)**, Firm Prices and/or Rates.
SACC Manual clause M1004T **(2011-05-16)**, Condition of Material.

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 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.

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 Newfoundland and Labrador.

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

Prices must appear in the financial offer only, located in Annex "B" - Basis of Payment. No prices must be indicated in any other section of the offer.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (which can be found on-line at the following website: <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 8.5 x 11 inch (216 mm x 279 mm) 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: 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 must 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 II: 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.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the solicitation in order to enable full and complete evaluation.

1.2 Financial Evaluation

1.2.1 SACC Manual clause M0220T **(2007-05-25)**, Evaluation of Price.

1.2.2 Offers will be evaluated on the basis of the lowest overall Total Estimated Amount (HST Extra) for each of the four (4) geographic areas specified. Offerors may submit an offer on any or all of the locations.

1.2.3 Offerors should indicate below which geographic regions they are offering on:

_____ Eastern Region

_____ Central Region

_____ Western & Southern Labrador Region

_____ Labrador Region

Please refer to the Site Map in Appendix "A" - Statement of Work for the areas covered under each of the regions.

1.2.4 Offerors are required to provide pricing for all line items in Annex "B" - Basis of Payment for any of the geographic areas they are offering on. All line items on each individual Unit Price Table should be completed or that Table may be considered non-responsive.

2. Basis of Selection

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 for each geographic region will be recommended for issuance of a standing offer. An alternate may also be considered for each geographic region, to be awarded on the right of first refusal basis, as required.

PART 5 - CERTIFICATIONS

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

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

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

- 1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

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.

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS , offerors must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the FPS . It does not include

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pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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 fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

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.

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. 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.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is a two (2) year period - from _____ to _____ *(to be completed by PWGSC upon award)*.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Nikki Hoskins
Supply Specialist
Public Works and Government Services Canada (PWGSC)
Acquisitions Branch
Real Property Contracting (RPC)

P.O. Box 4600
10 Barter's Hill
St. John's, NL

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Telephone: (709) 772-8192

Facsimile: (709) 772-4603

E-mail address: Nicole.Hoskins@pwgsc-tpsgc.gc.ca

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

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 (to be completed by the Offeror)

Name: _____

Telephone Number: _____

Facsimile: _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada (PWGSC).

6. Call-up Procedures

A ranking methodology for multiple standing offers may be used, if applicable. Should Canada exercise its right to award a standing offer to more than one contractor for each specified geographic region, work will be granted to the primary contractor in each location on the right of first refusal basis.

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 an 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. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ **(to be completed by PWGSC upon award) (Goods and Services Tax or Harmonized Sales Tax excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. 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) the general conditions 2035 **(2012-07-16)**, General Conditions - Higher Complexity - Services;
- e) Annex "A" - Statement of Work;
- f) Annex "B" - Basis of Payment;
- g) the Offeror's offer dated _____ **(insert date of offer)**.

11. Certifications

11.1 Compliance

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

12. 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 Newfoundland and Labrador.

13. SACC Manual Clauses

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SACC Manual clause M3800C **(2006-08-15)**, Estimates.

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 **(2012-07-16)**, General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 17, Interest on Overdue Accounts, of 2035 **(2012-07-16)**, General Conditions - Higher Complexity - Services, will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B" - Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in

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accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (found online at: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees."

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

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.

4.4 SACC Manual Clauses

SACC Manual clause A9117C (**2007-11-30**), T1204 - Direct Request by Customer Department.

4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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. The original and one (1) copy must be forwarded to the address shown on page 1.

6. Insurance

SACC Manual clause G1005C (**2008-05-12**), Insurance.

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ANNEX "A"
STATEMENT OF WORK

(10 pages, as attached below)

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ANNEX "B"
BASIS OF PAYMENT

(4 pages, as attached)

Table 1
Eastern Region - 2 Year Term

Item	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity	Price Per Unit	Estimated Total Price
1.a)	Senior Engineer	Hour	50	\$	\$
1.b)	Technician	Hour	100	\$	\$
2.a)	Field Sampling & Concrete/ Rock Testing including all personnel, equipment, & consumables				
	.1 Regular Time	Hour	250	\$	\$
	.2 Overtime	Hour	50	\$	\$
	.3 Standby	Hour	20	\$	\$
2.b)	Concrete Coring including all personnel, equipment, drilling bit consumption, grout, & anchor bolts				
	.1 Regular Time	Hour	40	\$	\$
	.2 Overtime	Hour	10	\$	\$
	.3 Standby	Hour	10	\$	\$
3	Laboratory Testing				
	.1 Concrete cylinders including curing, capping, & compressive strength.	Each	500	\$	\$
	.2 Concrete cores including cutting, trimming, capping, and compressive strength.	Each	20	\$	\$
	.3 Mortar cube compressive strength	Each	20	\$	\$
	.4 Aggregate tests sieve analysis	Each	10	\$	\$
	.5 Specific gravity & absorption	Each	10	\$	\$
	.6 Soundness	Each	10	\$	\$
	.7 L.A. Abrasion	Each	10	\$	\$
	.8 Petrographic Number	Each	5	\$	\$
	.9 Asphalt: Marshall Stability (3 briquettes)	Each	5	\$	\$
	.10 Extraction and Bitumen Content	Each	5	\$	\$
	.11 Proctor	Each	5	\$	\$
	.12 Moisture Content	Each	10	\$	\$
4	Nuclear Densometer	Day	10	\$	\$
5	Travel Expenses - Provisional*	Lump Sum			\$ 8,000.00
TOTAL ESTIMATED AMOUNT (HST EXTRA)					\$

* As per the Treasury Board Travel Directive, found at:

http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp

Offers will be evaluated on the basis of the lowest overall Total Estimated Amount (HST Extra) for each of the four (4) geographic areas specified. Offerors may submit an offer on any or all of the locations.

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Offerors are required to provide pricing for all line items in Annex "B" - Basis of Payment for any of the geographic areas they are offering on. All line items on each individual Unit Price Table should be completed or that Table may be considered non-responsive.

Table 2
Central Region - 2 Year Term

Item	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity	Price Per Unit	Estimated Total Price
1.a)	Senior Engineer	Hour	50	\$	\$
1.b)	Technician	Hour	100	\$	\$
2.a)	Field Sampling & Concrete/ Rock Testing including all personnel, equipment, & consumables				
	.1 Regular Time	Hour	250	\$	\$
	.2 Overtime	Hour	50	\$	\$
	.3 Standby	Hour	20	\$	\$
2.b)	Concrete Coring including all personnel, equipment, drilling bit consumption, grout, & anchor bolts				
	.1 Regular Time	Hour	40	\$	\$
	.2 Overtime	Hour	10	\$	\$
	.3 Standby	Hour	10	\$	\$
3	Laboratory Testing				
	.1 Concrete cylinders including curing, capping, & compressive strength.	Each	500	\$	\$
	.2 Concrete cores including cutting, trimming, capping, and compressive strength.	Each	20	\$	\$
	.3 Mortar cube compressive strength	Each	20	\$	\$
	.4 Aggregate tests sieve analysis	Each	10	\$	\$
	.5 Specific gravity & absorption	Each	10	\$	\$
	.6 Soundness	Each	10	\$	\$
	.7 L.A. Abrasion	Each	10	\$	\$
	.8 Petrographic Number	Each	5	\$	\$
	.9 Asphalt: Marshall Stability (3 briquettes)	Each	5	\$	\$
	.10 Extraction and Bitumen Content	Each	5	\$	\$
	.11 Proctor	Each	5	\$	\$
	.12 Moisture Content	Each	10	\$	\$
4	Nuclear Densometer	Day	10	\$	\$
5	Travel Expenses - Provisional*	Lump Sum			\$ 8,000.00
TOTAL ESTIMATED AMOUNT (HST EXTRA)					\$

* As per the Treasury Board Travel Directive, found at:

http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp

Offers will be evaluated on the basis of the lowest overall Total Estimated Amount (HST Extra) for each of the four (4) geographic areas specified. Offerors may submit an offer on any or all of the locations.

Offerors are required to provide pricing for all line items in Annex "B" - Basis of Payment for any of the geographic areas they are offering on. All line items on each individual Unit Price Table should be completed or that Table may be considered non-responsive.

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Table 3
Western Region - 2 Year Term

Item	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity	Price Per Unit	Estimated Total Price
1.a)	Senior Engineer	Hour	50	\$	\$
1.b)	Technician	Hour	100	\$	\$
2.a)	Field Sampling & Concrete/ Rock Testing including all personnel, equipment, & consumables				
	.1 Regular Time	Hour	250	\$	\$
	.2 Overtime	Hour	50	\$	\$
	.3 Standby	Hour	20	\$	\$
2.b)	Concrete Coring including all personnel, equipment, drilling bit consumption, grout, & anchor bolts				
	.1 Regular Time	Hour	40	\$	\$
	.2 Overtime	Hour	10	\$	\$
	.3 Standby	Hour	10	\$	\$
3	Laboratory Testing				
	.1 Concrete cylinders including curing, capping, & compressive strength.	Each	500	\$	\$
	.2 Concrete cores including cutting, trimming, capping, and compressive strength.	Each	20	\$	\$
	.3 Mortar cube compressive strength	Each	20	\$	\$
	.4 Aggregate tests sieve analysis	Each	10	\$	\$
	.5 Specific gravity & absorption	Each	10	\$	\$
	.6 Soundness	Each	10	\$	\$
	.7 L.A. Abrasion	Each	10	\$	\$
	.8 Petrographic Number	Each	5	\$	\$
	.9 Asphalt: Marshall Stability (3 briquettes)	Each	5	\$	\$
	.10 Extraction and Bitumen Content	Each	5	\$	\$
	.11 Proctor	Each	5	\$	\$
	.12 Moisture Content	Each	10	\$	\$
4	Nuclear Densometer	Day	10	\$	\$
5	Travel Expenses - Provisional*	Lump Sum			\$ 8,000.00
TOTAL ESTIMATED AMOUNT (HST EXTRA)					\$

* As per the Treasury Board Travel Directive, found at:

http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp

Offers will be evaluated on the basis of the lowest overall Total Estimated Amount (HST Extra) for each of the four (4) geographic areas specified. Offerors may submit an offer on any or all of the locations.

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Offerors are required to provide pricing for all line items in Annex "B" - Basis of Payment for any of the geographic areas they are offering on. All line items on each individual Unit Price Table should be completed or that Table may be considered non-responsive.

Table 4
Labrador Region - 2 Year Term

Item	Class of Labour, Plant or Material	Unit of Measure	Estimated Quantity	Price Per Unit	Estimated Total Price
1.a)	Senior Engineer	Hour	50	\$	\$
1.b)	Technician	Hour	100	\$	\$
2.a)	Field Sampling & Concrete/ Rock Testing including all personnel, equipment, & consumables				
	.1 Regular Time	Hour	250	\$	\$
	.2 Overtime	Hour	50	\$	\$
	.3 Standby	Hour	20	\$	\$
2.b)	Concrete Coring including all personnel, equipment, drilling bit consumption, grout, & anchor bolts				
	.1 Regular Time	Hour	40	\$	\$
	.2 Overtime	Hour	10	\$	\$
	.3 Standby	Hour	10	\$	\$
3	Laboratory Testing				
	.1 Concrete cylinders including curing, capping, & compressive strength.	Each	500	\$	\$
	.2 Concrete cores including cutting, trimming, capping, and compressive strength.	Each	20	\$	\$
	.3 Mortar cube compressive strength	Each	20	\$	\$
	.4 Aggregate tests sieve analysis	Each	10	\$	\$
	.5 Specific gravity & absorption	Each	10	\$	\$
	.6 Soundness	Each	10	\$	\$
	.7 L.A. Abrasion	Each	10	\$	\$
	.8 Petrographic Number	Each	5	\$	\$
	.9 Asphalt: Marshall Stability (3 briquettes)	Each	5	\$	\$
	.10 Extraction and Bitumen Content	Each	5	\$	\$
	.11 Proctor	Each	5	\$	\$
	.12 Moisture Content	Each	10	\$	\$
4	Nuclear Densometer	Day	10	\$	\$
5	Travel Expenses - Provisional*	Lump Sum			\$ 18,000.00
TOTAL ESTIMATED AMOUNT (HST EXTRA)					\$

* As per the Treasury Board Travel Directive, found at:

http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp

Offers will be evaluated on the basis of the lowest overall Total Estimated Amount (HST Extra) for each of the four (4) geographic areas specified. Offerors may submit an offer on any or all of the locations.

Offerors are required to provide pricing for all line items in Annex "B" - Basis of Payment for any of the geographic areas they are offering on. All line items on each individual Unit Price Table should be completed or that Table may be considered non-responsive.

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List of Appendices

Appendix A - Area Map (Newfoundland and Labrador)

1.0 GENERAL

1. This section specifies the requirements for quality control testing services for various locations throughout Newfoundland and Labrador as indicated on attached Sketch SK-1, for the following regions:

1. **Eastern Newfoundland;** East of Clarenville and Long Harbour, (Fortune Bay), including the Burin Peninsula.
2. **Central Newfoundland;** East of, and including Jackson's Arm and MaCallum, West of, but not including, Clarenville and Long Harbour, (Fortune Bay).
3. **Western Newfoundland and Southern Labrador;** West of, but not including MaCallum, and North of, but not including Jackson's Arm (Northern Peninsula). Southern Labrador, North of, and including L'Anse au Clair, South of, and including Cartwright.
4. **Labrador;** Goose Bay and vicinity. Coastal Labrador, North of, but not including Cartwright, and South of, and including Nain.

The sites are typically located along the coastal shoreline.

The Consultant will be responsible for testing construction materials for their suitability and compliance with specific project specifications prior to incorporation into the work. When available, the consultant will immediately provide test results via e-mail, followed by a fax copy and one (1) original copy of all test results, which with all other related information, will include:

1. Results of all laboratory and field tests arranged in tabular form.
2. A description of equipment and methods used in the execution of the field and laboratory work.
3. Recommendation of test results for compliance to specific project specification and explanation of units used.

2.0 HEALTH AND SAFETY REQUIREMENTS

1. Consultant will develop and implement a written site specific Health and Safety Plan for work to be completed under this Contract. The Consultant will assume the role of Principal Contractor, as defined by Provincial legislation, if no other firm, company or individual has been specifically identified by PWGSC for the specific work site. The Health and Safety Plan will then be modified to include Health and Safety requirements of the Principal Contractor.
-

2.0 HEALTH AND SAFETY REQUIREMENTS (CONT'D)

2. The Health and Safety Plan will be designed to identify, evaluate and control safety and health hazards and provide for emergency response procedures for work to be completed under this Contract. The Health and Safety Plan will be modified to include all site activities if the Consultant is the Principal Contractor. The written Health and Safety Plan will be site specific and include the following:
 - .1 A Hazard Assessment protocol and procedure is required to be implemented prior to commencing any work on a site, at the start of each work day and immediately after a new hazard is identified during completion of work.
 - .2 A Health and Safety Plan will:
 - .1 Contain Hazard Assessment results for hazards that are associated with the completion of work under this contract. The Hazard Assessment will be expanded to include all hazards which are associated with work performed on a work site if the Consultant is the Principal Contractor.
 - .2 Identify engineering and administrative controls (work practices and procedures) to be implemented for managing identified and potential hazards and comply with applicable Federal and Provincial legislation;
 - .3 Identify personal protective equipment required to manage hazards that can not be reasonably or practically managed by engineering and administrative controls and for complying with applicable Federal and Provincial legislation; and,
 - .4 Be modified to include engineering, administrative controls and personal protective equipment requirements of the Principal Contractor if the Consultant is not the Principal Contractor on a work site.
 3. An Emergency Response Plan which will establish emergency response protocols and procedures for the potential occurrence of an incident from a hazard identified in the Hazardous Assessment.
 4. The Consultant will periodically review and modify, as required, each component of the Health and Safety Plan when a new hazard is identified by a Hazard Assessment, during completion of work and/or when an error or omission is identified in any part of the Health and Safety Plan. All requirements of the Project Health and Safety Plan will be implemented by every person that may be effected by a hazard associated with work under this contract or by all site hazards if the Consultant is the Principal Contractor. The
-

2.0 HEALTH AND SAFETY REQUIREMENTS (CONT'D)

4. Consultant will take all necessary measures to immediately implement any engineering, administrative controls, personal protective equipment requirements or termination of work procedures to ensure compliance with the Project Health and Safety Plan and applicable legislation.
5. The written site specific Health and Safety Plan will be submitted to PWGSC prior to commencement of any on-site work. Acceptance of the Project Health and Safety Plan by PWGSC will only be viewed as acknowledgment that the Consultant has submitted a Project Health and Safety Plan as required under this Contract. PWGSC makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Project Health and Safety Plan by its acceptance. Consultant's responsibility for errors and omissions in the Project Health and Safety Plan is not relieved by acceptance of Project Health and Safety Plan by PWGSC.
6. Prior to commencement of any on-site work, the consultant must provide written confirmation that its employees have been informed of the potential site hazards, site specific safety plan and site requirements.
7. Measurement for Payment
 - .1 All costs associated with this section will be considered incidental to the standing offer unit prices and will not be measured for payment.

3.0 TESTING REQUIREMENTS

3.1 On-site Sampling and Testing of Plastic Concrete

- .1 Samples of concrete for test purposes will be secured in accordance with CSA Test Method A23.2-1C.
 - .2 Slump tests will be made in accordance with CSA Test Method A23.2-5C.
 - .3 Air content determinations will be made in accordance with one of the following CSA Test Methods:
 - (a) A23.2-7C or
 - (b) A23.2-4C
 - .4 Making and curing concrete compression and test specimens in accordance with CSA Test Method A23.2-3C.
 - .5 Temperature of plastic concrete mix will be recorded.
-

3.0 TESTING REQUIREMENTS (CONT'D)

3.1 On-site Sampling and Testing of Plastic Concrete (Cont'd)

- .6 The yield of the concrete, when requested, will be determined by CSA Test Method A23.2-6C.

3.2 Sampling and Preliminary Testing of Concrete/Rock Materials to CAN/CSA-A23.2-04

- .1 Sample Aggregates for Use in Concrete (A23.2-1A).
- .2 Sieve Analysis of Fine and Course Aggregate (A23.2-2A).
- .3 Relative Density and Absorption of Coarse Aggregate (A23.2-12A).
- .4 Soundness of Aggregate by Use of Magnesium Sulphate (A23.2-9A).
- .5 Resistance to Degradation of Small and Large Aggregate by Abrasion and Impact in the Los Angeles Machine (A23.2-16A and 17A).

3.3 Review of Concrete Mix Designs

1. Provide analysis and recommendations as to the acceptability of the concrete design mix for standard ready mix concrete. Provide comments on acceptability of proposed use of any admixtures. Mix designs for each location to be submitted to consultant as received by the Department.
2. Trial mixes are to be prepared and tested for locations requested.

3.4 Test for Compressive Strength of Concrete Cylinders for Cast-in-Place Concrete

1. To CAN/CSA-A23.2-04. One(1) test at seven (7) days and two (2) tests at twenty-eight (28) days are required. Engineer may take test cylinders, air and slump tests. Upon request, Consultant to go to site and cast test cylinders, perform air, slump and temperature tests.

3.5 Asphalt Testing

1. Testing of asphalt to be carried out to applicable ASTM standards.
-

3.0 TESTING REQUIREMENTS (CONT'D)

3.6 Measurement for Payment

1. Payment for services will be based on estimated quantities shown in Unit Price Table.
2. .1 Travel - will be paid as per Federal Government Travel Regulations at time of travel. Details of expense claims to be broken down daily, showing departure and arrival times, meals, incidentals and accommodations on the invoices. A provisional amount of \$8,000.00 (\$ 18,000 for Labrador) will be included in total bid price submitted.

Note: when submitting invoices for payment of items under this section, please quote pre HST amounts, i.e. where HST has been paid on any of above items, please deduct HST when invoicing for reimbursement.

- .2 Base of operations for each individual region will be as indicated:
 1. **Eastern Region:** Base of operations is St. John's, NL.
 2. **Central Region:** Base of operations is Gander, NL.
 3. **Western & Southern Labrador Region:** Base of operations is Corner Brook, NL.
 4. **Labrador Region:** Base of operations is Goose Bay, Labrador.

Note: For areas accessible by road in Southern Labrador (i.e. L'Anse au Clair to Cartwright), all hours of work and kilometres will be measured from Corner Brook, NL. Remote access to Coastal Labrador not accessible by road (i.e. North of Cartwright to Nain), all hours of work will be measured from Goose Bay, Labrador. Mode of transportation will be paid on invoice with base of operation from Goose Bay, Labrador. Mode of transportation and location to be determined by PWGSC at time of inspection services.

- .3 For all areas accessible by road, all kilometres traveled to and from site will be measured from base of operation as indicated for each individual region. In the event more than one site is visited on an inspection trip, the cost of traveling will be the aggregate cost of traveling to each individual site and return, as determined by the Departmental Representative. (Note: No additional payment will be authorized for rental vehicles, petroleum products, hours of operation of vehicle, and air transportation).
 - .4 The number of hours used for field testing will include reasonable travel time to the site and return from base of operations identified for each individual region.
-

3.0 TESTING REQUIREMENTS (CONT'D)

3.6 Measurement for Payment (Cont'd)

- .5 Overtime rate will apply to hours worked in excess of eight (8) hours per day or on Saturdays and Sundays. All overtime must be approved by the Departmental Representative before being incurred.
- .6 Payment for Standby will be based on the time spent standing idle on-site due to inclement weather or when expressly required by Engineer. Standby time will only be paid upon prior authorization from Departmental Representative to a maximum of eight (8) hours per day, and measured such that the total of hours worked and standby time not exceed the eight (8) hours per day maximum. Standby time will not be authorized prior to arrival to specific project site.
- .7 No separate payment will be made for the production and review of concrete compressive cylinder reports. Costs associated with these items will be included in the unit price for items 3.1 Concrete Cylinders.

Note: Concrete compressive test cylinders cast in the field by the Consultant will be crated and delivered to laboratory by Contractor unless otherwise specified by PWGSC.

- .8 No separate payment will be made for the production and review of all other Laboratory testing reports as identified for items 3.2 to items 3.12. Costs associated with these items will be included in the unit price for each individual item.
 - .9 Additional information (i.e. interpretation and analysis) requiring the services of a Senior Engineer and/or Technician will be paid at the unit rate quoted in the agreement and pre-authorized in writing by the Departmental Representative.
 - .10 The Crown reserves the right to increase or decrease quantities.
 - .11 Where invoices are generated from head offices instead of local locations, please ensure by signature that local verification has taken place.
-

4.0 ACCREDITATION OF LABORATORY

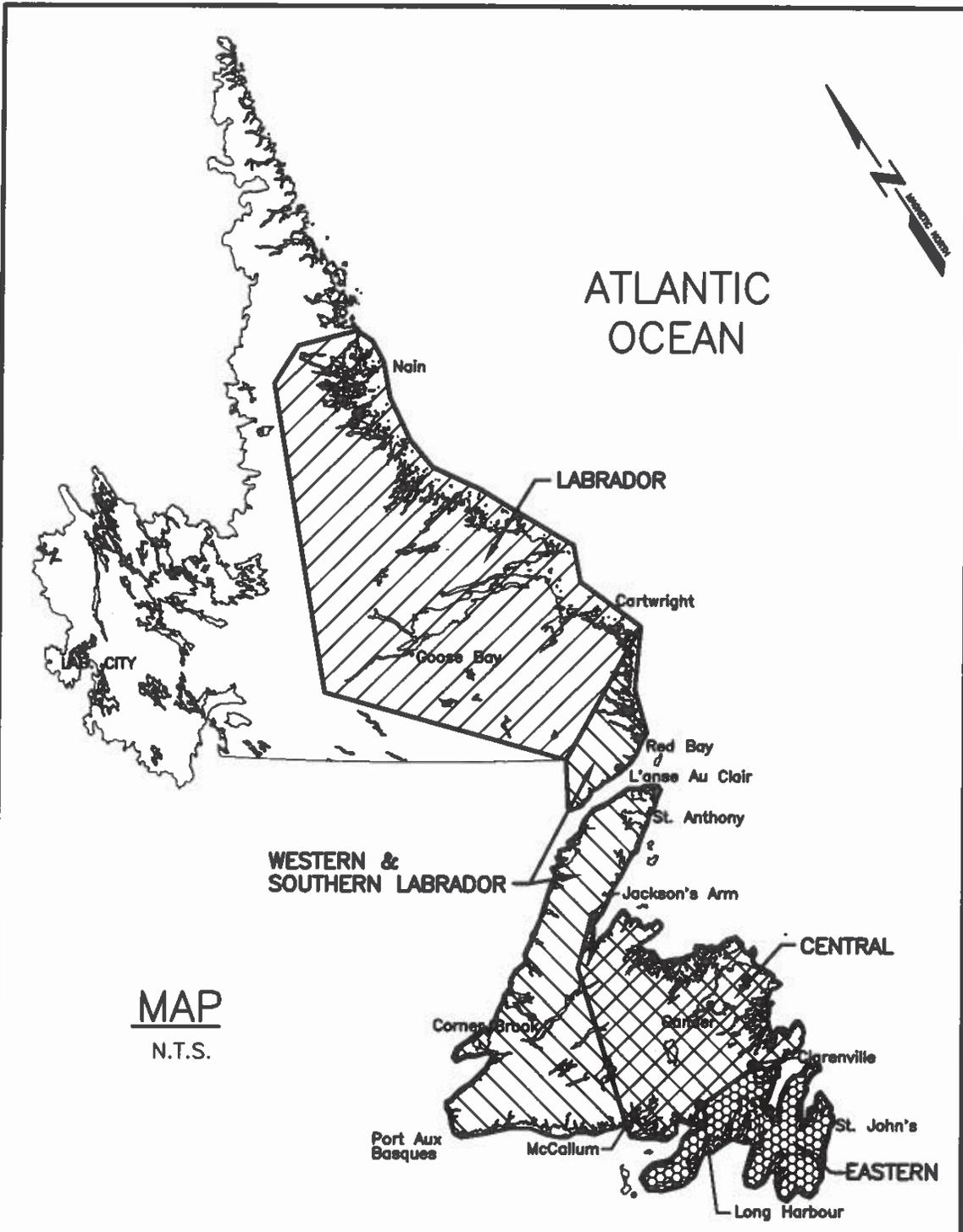
1. Testing laboratories responding to this call for services must substantiate that they are certified by an accredited certification agency in accordance with the requirements of CSA Standard A283 or by testing laboratory accredited by the Standards Council of Canada. Accreditation certificate to be submitted to PWGSC before award of contract.

2. Measurement for Payment
 - .1 All costs associated with this section will be considered incidental to the standing offer unit prices and will not be measured for payment.

APPENDIX A

AREA MAP

(NEWFOUNDLAND & LABRADOR)



	Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada	Drawing title Site Map	Titre du dessin Site Map	designed PWGSC	conçu PWGSC	date JAN. 06
	project Quality Control Services Eastern, Central, Western & Labrador Regions	projet Qualité de contrôle des services des régions Est, Centre, Ouest et Labrador	drawn D.S.	dessiné D.S.	approved [blank]	approuvé [blank]
Tender PWGSC Project Manager		Soumission Administrateur de projets TPSGC				
project number		no. du projet		drawing no. SK-1		no. du dessin