

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions**  
**189 Prince William Street**  
**Room 405**  
**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 405**  
**Saint John**  
**New Bruns**  
**E2L 2B9**

<b>Title - Sujet</b> Material Testing	
<b>Solicitation No. - N° de l'invitation</b> EC015-151458/A	<b>Date</b> 2014-12-01
<b>Client Reference No. - N° de référence du client</b> EC015-151458	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-004-3507
<b>File No. - N° de dossier</b> PWB-4-37117 (004)	<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 2015-01-13</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Doucet, Gisele PWB	<b>Buyer Id - Id de l'acheteur</b> pwb004
<b>Telephone No. - N° de téléphone</b> (506)636-4541 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Dominion Public Building 1045 MAIN ST MONCTON New Brunswick E1C1H1 Canada	
<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**

**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**

Solicitation No. - N° de l'invitation

EC015-151458/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

EC015-151458

File No. - N° du dossier

PWB-4-37117

CCC No./N° CCC - FMS No/ N° VME

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## **REQUEST FOR STANDING OFFER (RFSO)**

### **MATERIAL TESTING VARIOUS LOCATIONS NORTHEAST AND SOUTHEAST NEW BRUNSWICK AND NORTHEAST NOVA SCOTIA**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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, Complete list of each individual who is currently on the Bidder's Board of Directors, Voluntary Certification to Support the Use of Apprentices and Terms of Reference.

## **1.2 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 when required” basis in accordance with Annex “E”, Terms of Reference.

As per the Integrity Provisions under section 01 of Standard Instruction 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 if of the Supply Manual for additional information in the Integrity Provisions.

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

## **1.3 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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **2. 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.

#### **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 and Nova Scotia.

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**

#### **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.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

#### **1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **2. Certifications Precedent to Issuance of Standing Offer**

The certifications listed in **Annex "B" 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 B**. 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 (2014-09-25) 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 will be for 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 Street, Room 405  
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: Public Works and Government Services Canada.

#### **6. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form CF 942.

#### **7. Limitation of Call-ups**

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

## **8. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$199,790.00 (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 wordings 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2014-09-25), 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 and Nova Scotia.

## **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 (2014-09-25), 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	Hrs / Qty	Unit Price \$    ¢	Estimated Total Price \$            ¢
1	(a) Engineering Services	Hour	100	\$ _____	\$ _____
2	Technician				
	(a) Field	Hour	2,000	\$ _____	\$ _____
	(b) In Transit	Hour	600	\$ _____	\$ _____
3	(a) Clerical	Hour	200	\$ _____	\$ _____
4	<b><u>Concrete Testing</u></b>				
	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	\$ _____	\$ _____
	<b><u>Specific Gravity and Absorption</u></b>				
	(g) Fine	Each	25	\$ _____	\$ _____
	(h) Coarse	Each	25	\$ _____	\$ _____
	(i) Soundness: Coarse & Fine	Each	25	\$ _____	\$ _____
	<b><u>Organic Impurities</u></b>				
	(j) Fine	Each	10	\$ _____	\$ _____
	<b><u>Wash Aggregates</u></b>				\$ _____
	(k) Coarse or Fine	Each	10	\$ _____	\$ _____
5	<b><u>Asphalt Concrete Testing</u></b>				
	(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 \$    ¢
5	<b><u>Asphalt Concrete Testing - con't</u></b>				
	(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	\$ _____	\$ _____
6	<b><u>Granular Fill Testing</u></b>				
	(a) Fine, Coarse or Combined Sieve Analysis	Each	10	\$ _____	\$ _____
	(b) Moisture Density	Each	10	\$ _____	\$ _____
	(c) Nuclear Densometer (equipment)	Hour	50	\$ _____	\$ _____
7	<b><u>Quarried Rock Testing</u></b>				
	(a) Crushing and Preparing Sample	Each	10	\$ _____	\$ _____
	(b) Specific Gravity	Each	10	\$ _____	\$ _____
	(c) Loss from Freeze-Thaw	Each	10	\$ _____	\$ _____
	(d) Mirco Deval	Each	10	\$ _____	\$ _____
8	<b><u>Mortar Testing</u></b>				
	(a) Compressive Strength of Cubes	Each	10	\$ _____	\$ _____
9	Final Summary Report	Each	12	\$ _____	\$ _____
					\$ _____
<b><u>Total Estimated Amount used for Evaluation - Materials Testing</u></b>					\$ _____

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.

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## 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.
- (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) 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 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.

#### 4. Former Public Servant Certification

Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

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

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

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

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder 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 adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



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EC015-151458/A  
Client Ref. No. - N° de réf. du client  
EC015-151458/A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PWB-4-37117

Buyer ID - Id de l'acheteur  
pwb004  
CCC No./N° CCC - FMS No./N° VME

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## **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***

## ANNEX "D"

### Voluntary Certification to Support the Use of Apprentices

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

*In order to help meet demand for skilled tradespeople, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes.*

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The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.

*Name:*

*Signature:*

*Company Name:*

*Company Legal Name:*

*Solicitation Number:*

*Optional information to provide:*

*Number of apprentices planned to be working on this contract:*

*Trades of those apprentices:*

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File No. - N° du dossier  
PWB-4-37117

Buyer ID - Id de l'acheteur  
pwb004  
CCC No./N° CCC - FMS No./N° VME

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## **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. 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 Engineer**

A professional Engineer having experience and knowledge of materials will review the reports prior to being sent off to PWGSC, and provide comments of the materials if necessary. All hours of work performed by the Engineer in this capacity are to be approved by Public Works and Government Services Canada (PWGSC) Project Manager prior to start of work.

**2.3 Clerical**

The results of sample collection, inspection, testing, engineering analysis, comments will be transferred to a reporting sheet(s) as per agreed format, and sent electronically to PWGSC by the Consultant's clerical staff. All hours of work performed by the Clerk in this capacity are to be approved by Public Works and Government Services Canada (PWGSC) Project Manager prior to start of work.

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

**2.2 CSA Requirements**

The Consultant firm conducting the laboratory analysis 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.

**2.3 Travel**

Field staff will be required to travel to the sites to conduct inspections, test materials and collect samples. In lieu of per diem expenses and mileage, the Consultant is paid a separate rate "in transit" which is to capture the salary and expenses of the field staff. This contract allows for the actual travel time, rounded to ¼ hours, with no overnight accommodations, and it limited to 4 hrs/per site visit/day.

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

**PART 3 - REPORTS**

**3.1 General Requirements**

1) 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.

2) The final report may be requested by PWGSC upon completion of the project, is to be submitted in hard copy, two copies, bounded—. Samples results will be presented chronologically for each category of materials tested, pertinent photos taken, commentary if supplementary to daily reporting.

**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	
<b>Note 1:</b> A test is defined as 2 cylinders to be broken at 28 days. Cylinders shall be sampled in accordance with CSA A23.2-1C.		
<b>Note 2:</b> An additional test will be taken for each additional 100 cubic metres of concrete placed.		
<b>Note 3:</b> 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.