

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

All questions are to be submitted in writing to Gisele Doucet - Email: gisele.doucet@pwgsc.gc.ca or Fax no. (506) 636-4376.

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

Title - Sujet NB Geotech Drilling/Sampling/Testng	
Solicitation No. - N° de l'invitation EC373-152028/A	Date 2015-02-18
Client Reference No. - N° de référence du client EC373-152028	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3577
File No. - N° de dossier PWB-4-37159 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-31	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Doucet, Gisele PWB	Buyer Id - Id de l'acheteur pwb004
Telephone No. - N° de téléphone (506)636-4541 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA CUSTOMS BLDG 4TH FL. 189 PRINCE WILLIAM ST SAINT JOHN New Brunswick E2L2B9 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EC373-152028/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

EC373-152028

PWB-4-37159

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REQUEST FOR STANDING OFFER (RFSO)

GEOTECHNICAL DRILLING, SAMPLING AND TESTING VARIOUS SITES, NEW BRUNSWICK

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1 Introduction
- 2 Summary
- 3 Debriefings

PART 2 - OFFEROR INSTRUCTIONS

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

11. Applicable Laws
12. Estimates
13. Insurance Requirements

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions

List of Annexes:

- Annex A - Basis of Payment
Annex B - Certifications
Annex C - Complete list of each individual who is currently on the Bidder's Board of Directors
Annex D - Voluntary Certification to Support the Use of Apprentices
Annex E - Terms of Reference

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) to perform geotechnical drilling, sampling and testing at various sites in New Brunswick to determine existing subsurface soil strata. 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.

1.1. SACC Manual clauses

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

2. Submission of Offers

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

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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

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 receive the highest rank and will be recommended for issuance of a Standing Offer. Responsive offers with the second, third, fourth and fifth lowest prices will then be ranked in that order. Canada reserves the right to issue up to three (3) Standing Offers.

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 \$100,000.00 Harmonized Sales Tax Included).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$1,516,050.00 (HST 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 .

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.

Meterage: Estimate

In Overburden: 1,000 meters @ \$_____/m \$_____

In Bedrock: 500 meters @ \$_____/m \$_____

d) Thin Wall Sample Tube:

Estimated 200 @ \$_____/unit \$_____

e) Piezometres (drilling is paid under drilling, quote will materials only)

100 meters @ \$_____/unit \$_____

LABORATORY TESTING: ESTIMATED:

250 Moisture Content @ \$_____/each \$_____

250 sieve analysis @ \$_____/each \$_____

250 Unconfined bedrock core

Compressive Strength tests @ \$_____/each \$_____

3. FACTUAL REPORT

Cost per call-up: 40 unit @ \$_____/each \$_____

4. PROVISIONS FOR STANDBY TIME

200 hours @ \$_____/ Hour \$_____

5. RECOMMENDATIONS AND REVIEWS

Senior Engineer is responsible for the completion of the report and accurate soil log interpretations. An average of 4 hours per report or one hour per bore hole is expected to be charged for this responsibility. All other time for all personnel is embedded in the bid items.

Senior Engineer 160 hours@_____/each \$_____

Senior Technologist 160 hours@_____/each \$_____

TOTAL ESTIMATED COST \$_____ (HST extra)

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

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. 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.

3. 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.

Solicitation No. - N° de l'invitation
EC373-152028/A
Client Ref. No. - N° de réf. du client
EC373-152028/A

Amd. No. - N° de la modif.
File No. - N° du dossier
PWB-4-37159

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

ANNEX C

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

NOTE TO OFFERORS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

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. 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 ratios¹ and to respect any hiring requirements prescribed by provincial or territorial statutes.

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:

ANNEX E

TERMS OF REFERENCE

Standing Offer

Geotechnical Drilling, Sampling and Testing

Various Sites, New Brunswick

1.0 Purpose

Geotechnical drilling/sampling/testing is required at various locations in the Province of New Brunswick including the Islands of Grand Manan, Whitehead, Deer, Campobello and Miscou, to determine existing subsurface soil strata.

The Department will issue individual call-up for harbours with a description of services required at each site.

2.0 Scope of Work:

2.1 Location of Borings

The exact location of boreholes will be provided with each individual call-up. The actual field location of the drilled boreholes shall be accurately located using UTM (NAD 83) or other method approved by the department (i.e. using fix structure located on site). All vertical controls will be referred to Chart Datum using the closest establish BM of the Canadian Hydrographic Services.

Changes in the number or location of boreholes may only occur at the request or with the approval of Public Works and Government Services Canada (PWGSC).

PWGSC will provide the name of the local Harbour Manager, Harbour Authority or Facility's Manager Contact at the time of each call-up to co-ordinate the work with the local users.

The firm will have to make arrangements with the local Manager to have access to the site. The Consultant will be responsible to remove any snow, ice, parked vehicles or make arrangements to have boats that might interfere with doing the work.

2.2 Elevation and Depth of Boreholes

All borehole elevations shall be referenced to chart datum and shall be measured from a CHS benchmark. Elevations shall be measured accurately by a survey technologist.

Boreholes shall be put down to the depth shown on the individual call-up provided that at least the last 6m of soils contained a "N" value index of not less than 20. If the last 6 m of soils contain "N" value less than 20, then advance boreholes beyond the call-up depth minimum until 6 continuous metres of soil is encountered with "N" value index greater than 20 or bedrock is encountered. Where bedrock is encountered in these boreholes it shall be drilled and cored for a depth of no less than three (3) metres to prove rock.

2.3 Sampling and Identification of Boreholes

Samples shall be collected from the boreholes and shall be maintained in weather proof, rigid-sidewall, and container for further testing. All samples shall be properly identified including site, borehole numbers and depth or elevation of samples, and shall become the property of PWGSC.

Samples and Standard Penetration Tests shall be obtained commencing at harbour bottom and then at 1.0 metre intervals in all boreholes. Thin wall tests (Shelby Tube) shall be attempted where standard Penetration Test Results of less than there (3) blows per 300 mm travel are encountered. Good sample recovery is essential.

Rock cores shall be taken when cobbles, boulder or bedrock are encountered in boreholes.

Use Global Positioning System (GPS) Coordinates Lat/Lon and UTM (NAD 83); Collect duplicate samples when required for quality assurance.

2.4 Dynamic Cone Penetration Tests

Dynamic Cone Penetration Tests (DCPTs) will be carried at the locations provided on the Drawings submitted by the Departmental Representative. DCPTs will be put down to Elevation determined by Departmental Representative or to bedrock, whichever is encountered first. DCPTs are limited by the friction created on the cone and rods at depths greater than approximately 10 metres. In addition, soil samples will not be collected and bedrock will not be cored/proven for DCPT test holes.

2.5 Field Presentation of Results

The Consultant shall inform PWGSC of the soil types encountered in the boreholes prior to demobilization equipment from the site.

2.6 Laboratory Testing – Analysis

For the purpose of soil classification for the site, the Consultant shall conform the listed necessary test, (see Appendix B), required to accurately perform this work. Samples selected for laboratory will be directed by PWGSC. Soil property shall be described from the result of laboratory testing and shall be reference to the Canadian Foundation Engineering Manual or Canadian Standard Association. Soil classification shall be in accordance to ASTM 2487-93 and ASTM 2488-93.

2.7 Recommendations

From time to time, PWGSC would seek recommendations or consultation from Senior Engineers and soil Technologists, and to carry out final review of the factual report.

2.8 Factual Report

The Consultant shall provide digital (pdf) copy of the report, and three (3) bound copies of the Factual Report on completion of the work. The factual report shall include no less than the following:

- a) Purpose
- b) Investigation Procedures Used
- c) Site Description
- d) Subsurface Soil Description From Laboratory Tests
- e) Borehole Logs and DCPT Summary
- f) Laboratory Report
- g) Boreholes and DCPT Location Plan with vertical and horizontal controls.
- h) Definitions of Symbols and Terms of bore holes logs and test pits.

2.9 Familiarization With Site and Physical Aspect

The Consultant shall be familiar with accessing various Federal Facilities and Harbours in New Brunswick and its Islands, and anticipated tide differences and subsurface conditions at the site as the type and quantity of equipment, facilities and supplies needed to execute the work satisfactory. Failure to do so will not relieve the Consultant of his responsibility for successfully performing the work.

2.10 Supervision (Supervision Field Technical or Equivalent)

The field work is to be supervised in the field, full time, by an experienced Geotechnical Technologist or equivalent, (minimum three (3) years application experience).

3.0 Scheduling:

The Consultant shall define and adhere to a timetable for the proposed investigation as per individual call-up. The work must be completed, with the Factual Report submitted, 3 weeks after notification of commencement of work.

4.0 Payment for Services:

Payment shall be made in accordance with unit prices itemized in Appendix B.

The basis for successful selection will be the total lowest tendered amount for bid items as shown in Appendix B. These items are inclusive of services and services for arranging drill rigs, for drilling job monitoring, site survey, underground services identifications, laboratory work, location boreholes and complete soil description/factual report.

Payment for the bore holes will be made from the top of the bore holes (soil/sea bottom surface) to the bottom of the borehole. Over water drilling is interpreted to be used for drilling using floating equipment, and in sites that are not assessable from the land or ice.

Senior Engineer is responsible for the completion of the report and accurate soil log interpretations. An average of 4 hours per report or one hour per bore hole can be charged for this responsibility. All other time is embedded in the bid items. Payment for meterage will be made from the top of the boreholes (soil surface) to the bottom of the borehole for completed designated boreholes only.

5.0 Provision for Standby Time:

PWGSC will provide an allowance for standby time incurred as a result of circumstances judged by PWGSC to be beyond the control of either the Consultant or PWGSC. The Consultant shall access the site conditions and provide an estimate of the expected standby time taking in considerations the locations of the work and the time of the year that the call-up is made. An agreement must be reached on the amount of standby time prior to the start of work.

The Consultant will not be paid standby time during set up or during tear down of equipment.

No payment will be considered for standby prior to drilling the first borehole or upon completion of the last borehole.

No allowance shall be made for standby as a result of equipment breakdown.

5.1 Drilling Operations:

The Consultant shall submit an hourly rate for the drill crew, supervisory field technician or equivalent and equipment, inclusive of all costs and expenses, at which standby time does not exceed ten (10) hours per day, or as otherwise agreed to by PWGSC.

5.2 Health and Safety

The Consultant shall submit a Health and Safety Plan upon award of this standing offer. The Consultant shall be responsible to verify that no underground services are in the borehole locations that are put down by the Consultant.

6.0 Duration of Standing Offer:

The Standing Offer will have a Maximum duration of 2 years (24 months) from the time that the submission will be accepted.