



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
Bid Fax: (506) 636-4376

**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

Title - Sujet RISO Materials Testing, NB & NS	
Solicitation No. - N° de l'invitation EC015-182646/A	Date 2018-03-08
Client Reference No. - N° de référence du client EC015-182646	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-007-4299
File No. - N° de dossier PWB-7-40180 (007)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-04-18	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Ellis-Herring, Alison PWB	Buyer Id - Id de l'acheteur pwb007
Telephone No. - N° de téléphone (506)639-6385 ()	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 A&ES MARINE 1045 MAIN ST, 3RD FL. MONCTON New Brunswick E1C1H1 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

**Request for Standing Offers (RFSO)
Quality Assurance and Material Testing – Various locations
North East New Brunswick, South East New Brunswick,
and North East of Nova Scotia**

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
PWB007

Client Ref. No. - N° de réf. du client
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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 and Additional Information: includes the certifications and additional information 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 prior to issuance of a Standing Offer, the Electronic Payment Instruments, the Complete List of names of all individual who are currently directors of the Offeror and the Terms of Reference.

1.2 Summary

1.2.1 Public Works and Government Services Canada has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work under this Standing Offer includes the testing and inspection of concrete, asphaltic concrete, granular fill, mortar materials and the positioning of the reinforcing bars for various projects to be located throughout two zones:

- 1) Northeast New Brunswick (Northumberland, Gloucester and Restigouche Counties)
- 2) Southeast New Brunswick (Kent and Westmorland Counties) and Northeast Nova Scotia (Cumberland County)

In general, the dividing line between these two areas will be the Miramichi River. The period of the Standing Offer(s) 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 forming part of the bid document.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 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) (<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](#) (2017/04/27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25

2.2 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.

2.3 Former Public Servant

Former Public Servant - Competitive - Offer

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 FPS, offerors must provide

the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer 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 Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force 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.

2.4 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 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

3.1 Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A, Basis of Payment".

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section II: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

4.1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount (HST extra) for each of the two (2) geographic areas specified. Offerors may submit an offer on any or all of the locations.

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

4.2 Basis of Selection

Basis of Selection

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

If more than one responsive bid is received, we anticipate recommending the issuance of the standing offers as per this ratio:

Allocated funds: \$307,210.00 (HST extra)

- 1) Lowest priced responsive bid for Zone 1 – Northeast New Brunswick: 50% of the allocated funds.
- 2) Lowest priced responsive bid for Zone 2 – Southeast New Brunswick and Northeast Nova Scotia: 50% of the allocated funds.

If only one responsive bid is received, the ratio will be adjusted to 100% accordingly.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

SACC Reference	Section	Date
M3020T	Status of Availability of Resources – Offer	2016/01/28

5.2.3.2 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

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

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

[2005](#) (2016/04/04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Alison Ellis-Herring
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1
Telephone: (506) 639-6385
Facsimile: (506) 851-6759
E-mail address: alison.ellis-herring@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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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.

7.5.3 Offeror's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

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

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.09 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$307,210.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010C** (2016/04/04), General Conditions - Services (Medium Complexity);
- e) Annex E, Terms of Reference;
- f) Annex A, Basis of Payment;
- g) Annex B, Insurance Requirements;
- h) the Offeror's offer dated _____

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25
M3020C	Status and Availability of Resources – Standing Offer	2016/01/28

7.13 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**.

7.14 Estimates

SACC Manual Clause M3800C (2006-08-15), Estimates

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex A. Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017/08/17) Limitation of price

7.5.3 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

7.5.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30

7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 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.

7.7 Insurance Requirements

Insurance - Specific 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 Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract 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 Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11

ANNEX "A"

BASIS OF PAYMENT

**TABLE 1: PRICING SCHEDULE YEAR 1 AND 2 – ZONE 1
NORTHEAST NEW BRUNSWICK (NORTHUMBERLAND, GLOUCESTER AND
RESTIGOUCHE COUNTY)**

Item	Description	Unit of Measure	Estimated Quantity	Price/ Unit	Estimated Total Price
1	Engineering Services	Per Hour	100	\$ _____	\$ _____
2	Technician				
2a	Field	Per Hour	2000	\$ _____	\$ _____
2b	In Transit	Per Hour	500	\$ _____	\$ _____
3	Clerical	Per Hour	200	\$ _____	\$ _____
4	<u>Concrete Testing</u>				
	Concrete Aggregate Tests, Sieves Analysis and Fineness Modulus (<i>each unit includes sieve analysis and fineness modulus</i>)				
4a	Fine	Each	15	\$ _____	\$ _____
4b	Coarse	Each	15	\$ _____	\$ _____
4c	Mix Review	Each	15	\$ _____	\$ _____
4d	Trail Mix	Each	15	\$ _____	\$ _____
4e	Resistance to Abrasion (Los Angeles Abrasion or Micro Deval)	Each	15	\$ _____	\$ _____
4f	Compression Strength of Cylinders (Molds included)	Each	600	\$ _____	\$ _____
	<u>Specific Gravity and Absorption</u>				
4g	Fine	Each	25	\$ _____	\$ _____
4h	Coarse	Each	25	\$ _____	\$ _____
4i	Soundness: Coarse & Fine (inclusive)	Each	25	\$ _____	\$ _____
	<u>Organic Impurities</u>				
4j	fine	Each	10	\$ _____	\$ _____
	<u>Wash Aggregates</u>				
4k	Coarse or fine	Each	10	\$ _____	\$ _____

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5	Asphalt Concrete Testing				
5a	Review of Mix Design	Each	10	\$ _____	\$ _____
5b	Marshall Stability	Each	10	\$ _____	\$ _____
5c	Flow Value	Each	10	\$ _____	\$ _____
5d	Voids in Mineral Aggregate	Each	10	\$ _____	\$ _____
5e	Index of Retained Stability	Each	10	\$ _____	\$ _____
5f	Maximum Theoretical Specific Gravity	Each	10	\$ _____	\$ _____
5g	Bulk Specific Gravity of Compacted Paving Mixture	Each	10	\$ _____	\$ _____
5h	Compaction by Coring	Each	20	\$ _____	\$ _____
5i	Compaction by Nuclear Densometer (equipment only)	Hour	20	\$ _____	\$ _____
6	Granular Fill Testing				
6a	Fine, Coarse or Combined Sieve Analysis	Each	10	\$ _____	\$ _____
6b	Moisture Density	Each	10	\$ _____	\$ _____
6c	Nuclear Densometer (equipment)	Hour	25	\$ _____	\$ _____
7	Quarried Rock Testing				
7a	Crushing and Preparing Sample	Each	10	\$ _____	\$ _____
7b	Specific Gravity	Each	10	\$ _____	\$ _____
7c	Loss from Freeze-Thaw	Each	10	\$ _____	\$ _____
7d	Micro Deval	Each	10	\$ _____	\$ _____
8	Mortar Testing: Compressive Strength Cubes	Each	10	\$ _____	\$ _____
9	Final Summary Report	Each	8	\$ _____	\$ _____
TOTAL Estimated Amount used for Evaluation					\$ _____

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.

**TABLE 2: PRICING SCHEDULE YEAR 1 AND 2 – ZONE 2
SOUTHEAST NEW BRUNSWICK (KENT AND WESTMORLAND COUNTY)
NORTHEAST NOVA SCOTIA (CUMBERLAND COUNTY)**

Item	Description	Unit of Measure	Estimated Quantity	Price/ Unit	Estimated Total Price
1	Engineering Services	Per Hour	100	\$ _____	\$ _____
2	Technician				
2a	Field	Per Hour	2000	\$ _____	\$ _____
2b	In Transit	Per Hour	500	\$ _____	\$ _____
3	Clerical	Per Hour	200	\$ _____	\$ _____
4	Concrete Testing				
	Concrete Aggregate Tests, Sieves Analysis and Fineness Modulus (<i>each unit includes sieve analysis and fineness modulus</i>)				
4a	Fine	Each	15	\$ _____	\$ _____
4b	Coarse	Each	15	\$ _____	\$ _____
4c	Mix Review	Each	15	\$ _____	\$ _____
4d	Trail Mix	Each	15	\$ _____	\$ _____
4e	Resistance to Abrasion (Los Angeles Abrasion or Micro Deval)	Each	15	\$ _____	\$ _____
4f	Compression Strength of Cylinders (Molds included)	Each	600	\$ _____	\$ _____
	Specific Gravity and Absorption				
4g	Fine	Each	25	\$ _____	\$ _____
4h	Coarse	Each	25	\$ _____	\$ _____
4i	Soundness: Coarse & Fine (inclusive)	Each	25	\$ _____	\$ _____
	Organic Impurities				
4j	fine	Each	10	\$ _____	\$ _____
	Wash Aggregates				
4k	Coarse or fine	Each	10	\$ _____	\$ _____
5	Asphalt Concrete Testing				
5a	Review of Mix Design	Each	10	\$ _____	\$ _____

5b	Marshall Stability	Each	10	\$ _____	\$ _____
5c	Flow Value	Each	10	\$ _____	\$ _____
5d	Voids in Mineral Aggregate	Each	10	\$ _____	\$ _____
5e	Index of Retained Stability	Each	10	\$ _____	\$ _____
5f	Maximum Theoretical Specific Gravity	Each	10	\$ _____	\$ _____
5g	Bulk Specific Gravity of Compacted Paving Mixture	Each	10	\$ _____	\$ _____
5h	Compaction by Coring	Each	20	\$ _____	\$ _____
5i	Compaction by Nuclear Densometer (equipment only)	Hour	20	\$ _____	\$ _____
6	Granular Fill Testing				
6a	Fine, Coarse or Combined Sieve Analysis	Each	10	\$ _____	\$ _____
6b	Moisture Density	Each	10	\$ _____	\$ _____
6c	Nuclear Densometer (equipment)	Hour	25	\$ _____	\$ _____
7	Quarried Rock Testing				
7a	Crushing and Preparing Sample	Each	10	\$ _____	\$ _____
7b	Specific Gravity	Each	10	\$ _____	\$ _____
7c	Loss from Freeze-Thaw	Each	10	\$ _____	\$ _____
7d	Micro Deval	Each	10	\$ _____	\$ _____
8	Mortar Testing: Compressive Strength Cubes	Each	10	\$ _____	\$ _____
9	Final Summary Report	Each	8	\$ _____	\$ _____
TOTAL Estimated Amount used for Evaluation					\$ _____

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

ANNEX "B" CERTIFICATIONS PRIOR TO ISSUANCE OF A STANDING OFFER

1. Workers' Compensation Certification - Letter of Good Standing

Within five (5) days following a request from the Contracting Authority and prior to issuance of a standing offer, provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

2. Laboratory Qualifications for Concrete Testing Laboratories

Within five (5) days following a request from the Contracting Authority and prior to issuance of a standing offer, the firm must show that they are a C.S.A. accredited firm and provide written proof of accreditation 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 Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.

-
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - (n) 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.

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ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "E" TERMS OF REFERENCE

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

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 two zones, one of which consisting of Northeast New Brunswick (Northumberland, Gloucester, Restigouche Counties), the other consisting of Southeast New Brunswick (Kent and Westmorland Counties) and Northeast Nova Scotia (Cumberland County). In general, the dividing line between these two areas will be the Miramichi River. Two standing offers will be taken, one for each zone. 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 labor 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 reimbursed under hourly in transit rate for Technician.

The technician is to report to the 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

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

this capacity are to be approved by Public Works and Government Services Canada (PWGSC) Project Manager prior to start of work.

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
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

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
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

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
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

4.2 Concrete Testing (Cont'd)

.3 (Cont'd)

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

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

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

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

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

4.3 Concrete Inspection

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

TERMS OF REFERENCE
QUALITY ASSURANCE AND MATERIAL TESTING
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

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.

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QUALITY ASSURANCE AND MATERIAL TESTING
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

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 compassion 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.

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QUALITY ASSURANCE AND MATERIAL TESTING
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

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
NORTHEAST NB & SOUTHEAST NB-NORTHEAST NS

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.

**BASIS OF PAYMENT
UNIT PRICE TABLE - TWO YEARS**

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