



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works & Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
1713 Bedford Row  
Halifax, N.S./Halifax,(N.E.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016

**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**  
Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Title - Sujet</b> RISO Quality Control Services Const	
<b>Solicitation No. - N° de l'invitation</b> EB144-230392/A	<b>Date</b> 2022-07-21
<b>Client Reference No. - N° de référence du client</b> EB144-23-0392	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWA-502-6259
<b>File No. - N° de dossier</b> PWA-2-88009 (502)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Daylight Saving Time ADT <b>on - le 2022-08-18</b> Heure Avancée de l'Atlantique HAA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Parsons (PWA), Richard	<b>Buyer Id - Id de l'acheteur</b> pwa502
<b>Telephone No. - N° de téléphone</b> (902)399-8427 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC/TPSGC DOMINION PUBLIC BUILDING 1713 BEDFORD ROW , 2ND FLOOR HALIFAX NOVA SCOTIA B3J 3C9 CANADA	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- 1.2.1 Public Works and Government Services Canada has a requirement for Consultants with experienced onsite technician staff to assist the department's Project Manager and/or Resident Inspector in materials quality control and geotechnical inspection services of a number of heavy civil construction projects for federally owned assets in Nova Scotia.
- 1.2.2 This RFSO allows offerors to use the CPC Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **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.

## 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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>) 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](#) (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving Unit  
Public Works and Government Services Canada  
1713 Bedford Row,  
Halifax, N.S.  
B3J 1T3

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service."

Facsimile number: (902)496-5016

### 2.3 Former Public Servant

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 Nova Scotia.

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

#### **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its 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 on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)

- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
  - a. 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
  - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Financial Offer**

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

### **3.1.1 Electronic Payment of Invoices - Offer**

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

If Annex "D" 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.

### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Evaluation of Price**

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

### **4.2 Basis of Selection**

**4.2.1** SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

## **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 property 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 \(ESDC\) - Labour's](#) website.

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.

## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 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 D .

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 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

#### **6.3 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.

##### **6.3.1 General Conditions**

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from September 1, 2022 to August 31, 2024.

#### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2), one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

### 6.5 Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Richard Parsons  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS, B3J 1T3

Telephone: (902)399-8427  
Facsimile: (902)496-5016  
E-mail address: [richard.parsons@pwgsc-tpsgc.gc.ca](mailto:richard.parsons@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.

#### 6.5.2 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.

#### 6.5.3 Offeror's Representative (To be filled out by bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_



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.

### 6.11 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](#) (2022-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2022-01-28) General conditions - Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 6.12 Certifications and Additional Information

#### 6.12.1 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.

### 6.13 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 Nova Scotia.

### 6.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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

## B. RESULTING CONTRACT CLAUSES

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

## 6.1 Statement of Work

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

## 6.2 Standard Clauses and Conditions

### 6.2.1 General Conditions

[2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

## 6.3 Term of Contract

### 6.3.1 Period of the Contract

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

### 6.3.2 Delivery Date

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

## 6.4 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.

## 6.5 Payment

### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. 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.

### 6.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 6.5.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

### 6.5.4 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);

## 6.6 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
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.

## 6.7 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

## 6.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1 Introduction**

1.1 Public Works and Government Services Canada is inviting Consultants with experienced onsite technician staff to assist the department's Project Manager and/or Resident Inspector in materials quality control/assurance and geotechnical inspection services of a number of heavy civil construction projects for federally owned assets in Nova Scotia.

#### **2 Project Description**

2.1 Personnel may be required for marine, transportation, municipal and other heavy civil construction projects in Nova Scotia. These may include quality control activities such as materials testing, compaction testing, and subgrade inspections.

2.2 This Standing Offer may also be utilized for geotechnical quality control such as Pile Drive Analyzer (PDA) testing and downhole camera surveys.

#### **3 Definitions**

3.1 Departmental Representative means the PWGSC person designated as administering contract.

3.2 PWGSC Project Manager means the PWGSC person in charge of the project.

3.3 PWGSC Resident Inspector means the person designated by PWGSC to provide on site monitoring of the project.

#### **4 Categories of Personnel**

The following categories of personnel may be required:

##### **4.1 Materials Technician - Qualifications:**

- .1 Certified Engineering Technician, certified to meet the requirements of CSA A23.2 and CSA A283 (CCIL Level 0).
- .2 Possess a valid driver's licence.
- .3 Able to work extended hours in a construction and field laboratory environment.
- .4 Must be physical fit and capable of traversing rough terrain and excavations during construction.
- .5 Must be completely conversant with the Nova Scotia Occupational Health Act and Regulations and have the appropriate training for duties of this position.

##### **4.2 Materials Technician Duties:**

- .1 Take samples and carry out sieve analysis (washed) of aggregates as required to ensure that aggregates meet specified gradation for base, subbase, asphalt materials, etc.
- .2 Take compaction readings with a nuclear density machine during all stages of placing of subgrade, subbase, base and paving operations.
- .3 Carry out the following testing on site:
  - .1 Extraction tests, including determination of Air Voids and VMA
  - .2 Marshal Stability and Flow

- .3 Compaction testing as per ASTM D2922
- .4 Concrete testing as per CSA A23.2 (slump, % air voids, temperature, casting cylinders for compressive strength testing)
- .5 Asphalt placement inspection (compaction, development of rolling patterns as per ASTM D2950, temperature, coring as per ASTM D5361)
- .6 Field sampling of materials (concrete, asphalt, geotechnical materials)
- .7 Mortar Testing. 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.
- .4 Carry out the following testing in the proponent's laboratory and submit a report with the results:
  - .1 Moisture content of aggregates
  - .2 Grading / Sieve Analysis – dry and wet, of aggregates & filler as per ASTM C136-M14 and ASTM C117-17
  - .3 Absorption
  - .4 Maximum theoretical density
  - .5 Bulk Specific Gravity
  - .6 Compaction by daily field coring
  - .7 Crush face count
  - .8 Bitumen
  - .9 Petrographic Number
  - .10 Concrete compressive strength
  - .11 Rapid Chloride Permeability Test
- .5 Sampling each truckload shipment of asphalt cement delivered to the plant and arranging delivery to off-site laboratory for testing.
- .6 Take tank dip measurements and calculate quantity of asphalt cement on daily basis.
- .7 Provide a project completion report with result of all testing carried out on the project.
- .8 Maintain a daily report of work showing the number and type of testing carried out, location of test taken, results of and comments on test taken
- .9 Frequency of testing: as per construction contract documents, good construction practice, and/or as directed by PWGSC Project Manager.
10. The Consultant conducting the laboratory analysis will be a C.S.A. accredited firm for concrete inspection. The Consultant will provide written proof of accreditation upon request of all technicians performing the work.
11. Technician will maintain a continuous supply of at least six concrete test cylinder moulds on site during periods of construction.

#### **4.3 Geotechnical Engineer - Qualifications:**

- .1 Minimum three years related experienced in Pile Drive Analysis testing and results interpretations, as well as operation of a downhole camera.
- .2 Professional Engineer (registered and in good standing with Engineers Nova Scotia)
- .3 Possess a valid driver's licence.
- .4 Able to work extended hours in a construction environment.
- .5 Must be physical fit and capable of traversing rough terrain and excavations during construction.
- .6 Must be completely conversant with the Nova Scotia Occupational Health Act and Regulations and have the appropriate training for duties of this position.

#### **4.4 Geotechnical Engineer Duties:**

- .1 Carry out dynamic pile monitoring using a Pile Driving Analyzer (PDA) testing in accordance with AASHTO T298-15, Standard Method of Test for High-Strain Dynamic Testing of Piles.
- .2 Interpretation of PDA results for predicting pile performance and capacity. Provide timely analysis of results. Carry out additional load tests as directed by Departmental Representative if pile fails to sustain test load.
- .3 Provide downhole camera inspection survey services to observe the general condition of the boreholes in terms of off-sets, zones of sloughing, precipitate build-ups, sediment

accumulation at the bottom, or blockages. The cracks or holes in the casing, casing deterioration, leaking joints, and casing buckling can be documented.

- .4 Provide factual report of findings and final results. May also be able to provide engineering recommendations based on interpretation of data.

#### **4.5 Additional Geotechnical 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.

#### **4.6 Materials Engineer(s) Qualifications:**

- .1 Minimum five years related experienced in Asphalt Materials Engineering and Concrete Materials Engineering.
- .2 Professional Engineer (registered and in good standing with Engineers Nova Scotia)
- .3 Possess a valid driver's licence.
- .4 Must be completely conversant with the Nova Scotia Occupational Health Act and Regulations and have the appropriate training for duties of this position.

#### **4.7 Materials Engineer(s) Duties:**

- .1 Carry out review of asphaltic concrete mix designs and make any recommendations for any changes to the design they feel is required.
- .2 Review Contractor's asphaltic concrete placement and provide recommendations and oversight prior to and during construction as required.
- .3 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 may be required to review the mix design proposed to be used for the method selected by the Contractor to place the concrete. The Materials Engineer will review the mix proportions, acceptability of aggregates, etc. The Consultant will provide, if required, recommendations for any changes which they may feel will be necessary to improve the mix, curing methods, and monitoring during curing. Comments on the effects of admixtures should they be requested to be used will be required.
- .4 Provide letter with recommendations to be forwarded to the Contractor.

### **5 General Project Requirements**

**The following are general requirements of this contract:**

- 5.1** The Consultant's staff must be capable and authorized to be the liaison with PWGSC Project Manager / Site (Departmental) Representatives who are responsible for the overall project.
- 5.2** The Consultant will be responsible for quality control to ensure the quality of the work performed by their staff and the competence of their staff to perform this work. This individual shall liaison with the on-site PWGSC Resident Inspector, on project /locations where no PWGSC Inspector is present, the individual shall liaison with the PWGSC Project Manager or his designate. On projects where no Project Inspector is assigned the Consultant's Inspector or Survey Technician shall be designated the on-site representative of the Consultant.
- 5.3** The Consultant is responsible to supply qualified, physically fit individuals who are available to work extended daily hours as required. The departments Project Manager must approve the hours of work. All site personnel must submit a weekly timecard to the Departmental Project Manager or his or her designate for verification and approval of the hours worked in the previous week. This timecard, once approved by the Departmental Project Manager will be used as a

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basis for payment. The timecard must identify the period, person's name and signature, classification, and regular hours worked.

- 5.4** The qualification of the Consultant's staff are subject to the approval of the department prior to the start of work.
- 5.5** The Consultant will provide personnel on this project with all required personal safety clothing and equipment, wet weather clothing, reflective vests, and all training related to the position and as required by the Nova Scotia Occupational Health and Safety Act and Regulations at no cost to PWGSC.
- 5.6** The Consultant shall comply with Nova Scotia Occupational Health and Safety Act and Regulations. The Consultant will be responsible for ensuring that all safety plans and hazard assessments related to the Consultant's assignments are carried out and implemented.
- 5.7** The Consultant will be required to supply vehicles fit for the work. The Consultant is to arrange for all insurance, as specified in the Standing Offer.
- 5.8** The Consultant will, upon request by the Project Manager, provide various types of equipment (i.e. camera, PDA, etc.) for use on each project, as required.
- 5.9** All Consultant's personnel are responsible for their own transportation to the work site.
- 5.10** Every effort shall be made to retain qualified, competent, local individuals for these positions for which no daily allowance shall be required. Staff required to travel more than 125km from PWGSC's 1713 Bedford Row Office will be compensated for meals and accommodations in accordance with Annex B – Basis of Payment. In the event the individual stays overnight to pick up cylinders in the morning, meals may only be invoiced once. No payment shall be made for either meals or accommodations within 125km of PSPC's headquarters.
- 5.11** 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:
- .1 One copy of test results via 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.
  - .2 Upon completion of all testing, engineering analysis, and site testing, the Consultant will provide a consolidated report complete with:
    - Project description
    - PWGSC Project Number
    - Call-up Number
    - 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 onsite inspection immediately after performance of these additional requirements.
- 5.12** The technician is to report to the PWGSC Project Manager after or during each site visit the work performed and any difficulties encountered. The onsite Technician must be equipped with a cellular phone to be able to communicate between the field and the Project Manager.

## ANNEX "B"

### BASIS OF PAYMENT

Please complete and return with Offer.

Offerors must submit firm unit prices for each item listed below to be given further consideration. A financial bid addressing only a portion of the requirement will be declared non-responsive.

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The estimated usage figures provided are for evaluation purposes only and do not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

<b>Table 1 – Unit Pricing for YEAR 1</b>					
<b>No.</b>	<b>Item</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Extended Price Est. Qty X Unit Rate</b>
<b>On-Site Services</b>					
<b>1.0</b>	<b>Personnel</b>				
<b>1.1</b>	<b>Material Technician</b>				
	a) Regular	Hr	1250	\$ _____	\$ _____
<b>1.2</b>	<b>Geotechnical Engineer</b>				
	a) Regular	Hr	100	\$ _____	\$ _____
<b>1.3</b>	<b>Material Engineer</b>				
	a) Regular	Hr	75	\$ _____	\$ _____
<b>2.0</b>	<b>Equipment Rate:</b>				
	Pile Driving Analyzer (PDA)	Per Day	5	\$ _____	\$ _____
	Downhole Camera	Per Day	5	\$ _____	\$ _____
<b>2.1</b>	<b>Daily Allowance (Board)</b>	Per Day	60	\$ _____	\$ _____
<b>2.2</b>	<b>Daily Allowance (Room)</b>	Per night	40	\$ _____	\$ _____
<b>2.3</b>	<b>Kilometric Rate</b>	Per Km	25000	\$ _____	\$ _____
<b>3.0</b>	<b>Material Testing:</b>				
<b>3.1</b>	<b>Concrete Testing</b>				
	.1) Concrete Cylinders & strength test (includes cost of mould)	Each	300	\$ _____	\$ _____
	.2) Rapid Chloride Permeability Test	Each	10	\$ _____	\$ _____
<b>3.2</b>	<b>Asphalt Concrete Testing</b>				
	.1) Asphalt Marshall Mix Analysis	Each	10	\$ _____	\$ _____
	.2) Superpave Mix Analysis	Each	10	\$ _____	\$ _____
	.3) Asphalt Core Density/Thickness	Each	10	\$ _____	\$ _____
<b>3.3</b>	<b>Asphalt Binder Testing:</b>				
	.1) Flash and Fire Points as per AASHTO T48 or ASTM D92	Each	2	\$ _____	\$ _____
	.2) Viscosity as per AASHTO T316 or ASTM D4402	Each	2	\$ _____	\$ _____
	.3) Rheological Properties as per AASHTO T315	Each	2	\$ _____	\$ _____
	.4) Rolling Thin Film Oven as per AASHTO T240	Each	2	\$ _____	\$ _____

	.5) Accelerated Aging (PAV) as per AASHTO R28	Each	2	\$ _____	\$ _____
	.6) Flexible Creep Stiffness as per AASHTO T313	Each	2	\$ _____	\$ _____
	.7) TSR (Average of conditioned & freeze / thaw TSR values) as per ASTM D 4867	Each	2	\$ _____	\$ _____
<b>3.4</b>	<b>Granular Fill, Aggregate, &amp; Quarried Rock Testing</b>				
	.1) Moisture Density	Each	8	\$ _____	\$ _____
	.2) Uncompacted Void content of fine aggregate ASTM D 2726	Each	8	\$ _____	\$ _____
	.3) Petrographic Number	Each	3	\$ _____	\$ _____
	.4) L.A. Abrasion	Each	8	\$ _____	\$ _____
	.5) Sieve Analysis	Each	8	\$ _____	\$ _____
	.6) Specific Gravity & Absorption	Each	10	\$ _____	\$ _____
	.7) Magnesium Sulphate Soundness	Each	5	\$ _____	\$ _____
	.8) Organic Determination	Each	2	\$ _____	\$ _____
	.9) Crushed Faces Analysis	Each	3	\$ _____	\$ _____
	.10) Flat & Elongated Particles (ASTM D4791)	Each	3	\$ _____	\$ _____
	.11) Sand Equivalent for fine aggregate (ASTM D2419)	Each	3	\$ _____	\$ _____
	.12) Micro Deval, coarse aggregate (ASTM D6925)	Each	3	\$ _____	\$ _____
	.13) Micro Deval, fine aggregate (ASTM D7428)	Each	3	\$ _____	\$ _____
	.14) Nuclear Densometer (including equipment & all technician work)	Each	3	\$ _____	\$ _____
	<b>Total Evaluated Price YEAR 1</b>				\$ _____

<b>Table 2 – Unit Pricing for YEAR 2</b>					
<b>No.</b>	<b>Item</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Extended Price Est. Qty X Unit Rate</b>
<b>On-Site Services</b>					
<b>1.0</b>	<b>Personnel</b>				
<b>1.1</b>	<b>Material Technician</b>				
	a) Regular	Hr	1250	\$ _____	\$ _____
<b>1.2</b>	<b>Geotechnical Engineer</b>				
	a) Regular	Hr	100	\$ _____	\$ _____
<b>1.3</b>	<b>Material Engineer</b>				
	a) Regular	Hr	75	\$ _____	\$ _____
<b>2.0</b>	<b>Equipment Rate:</b>				
	Pile Driving Analyzer (PDA)	Per Day	5	\$ _____	\$ _____
	Downhole Camera	Per Day	5	\$ _____	\$ _____
<b>2.1</b>	<b>Daily Allowance (Board)</b>	Per Day	60	\$ _____	\$ _____
<b>2.2</b>	<b>Daily Allowance (Room)</b>	Per night	40	\$ _____	\$ _____
<b>2.3</b>	<b>Kilometric Rate</b>	Per Km	25000	\$ _____	\$ _____
<b>3.0</b>	<b>Material Testing:</b>				

<b>3.1</b>	<b>Concrete Testing</b>				
	.1) Concrete Cylinders & strength test (includes cost of mould)	Each	300	\$ _____	\$ _____
	.2) Rapid Chloride Permeability Test	Each	10	\$ _____	\$ _____
<b>3.2</b>	<b>Asphalt Concrete Testing</b>				
	.1) Asphalt Marshall Mix Analysis	Each	10	\$ _____	\$ _____
	.2) Superpave Mix Analysis	Each	10	\$ _____	\$ _____
	.3) Asphalt Core Density/Thickness	Each	10	\$ _____	\$ _____
<b>3.3</b>	<b>Asphalt Binder Testing:</b>				
	.1) Flash and Fire Points as per AASHTO T48 or ASTM D92	Each	2	\$ _____	\$ _____
	.2) Viscosity as per AASHTO T316 or ASTM D4402	Each	2	\$ _____	\$ _____
	.3) Rheological Properties as per AASHTO T315	Each	2	\$ _____	\$ _____
	.4) Rolling Thin Film Oven as per AASHTO T240	Each	2	\$ _____	\$ _____
	.5) Accelerated Aging (PAV) as per AASHTO R28	Each	2	\$ _____	\$ _____
	.6) Flexible Creep Stiffness as per AASHTO T313	Each	2	\$ _____	\$ _____
	.7) TSR (Average of conditioned & freeze / thaw TSR values) as per ASTM D 4867	Each	2	\$ _____	\$ _____
<b>3.4</b>	<b>Granular Fill, Aggregate, &amp; Quarried Rock Testing</b>				
	.1) Moisture Density	Each	8	\$ _____	\$ _____
	.2) Uncompacted Void content of fine aggregate ASTM D 2726	Each	8	\$ _____	\$ _____
	.3) Petrographic Number	Each	3	\$ _____	\$ _____
	.4) L.A. Abrasion	Each	8	\$ _____	\$ _____
	.5) Sieve Analysis	Each	8	\$ _____	\$ _____
	.6) Specific Gravity & Absorption	Each	10	\$ _____	\$ _____
	.7) Magnesium Sulphate Soundness	Each	5	\$ _____	\$ _____
	.8) Organic Determination	Each	2	\$ _____	\$ _____
	.9) Crushed Faces Analysis	Each	3	\$ _____	\$ _____
	.10) Flat & Elongated Particles (ASTM D4791)	Each	3	\$ _____	\$ _____
	.11) Sand Equivalent for fine aggregate (ASTM D2419)	Each	3	\$ _____	\$ _____
	.12) Micro Deval, coarse aggregate (ASTM D6925)	Each	3	\$ _____	\$ _____
	.13) Micro Deval, fine aggregate (ASTM D7428)	Each	3	\$ _____	\$ _____
	.14) Nuclear Densometer (including equipment & all technician work)	Each	3	\$ _____	\$ _____
<b>Total Evaluated Price YEAR 2</b>					\$ _____

**Table 3 – Unit Pricing for OPTION YEAR 1**

No.	Item	Unit	Estimated Quantity	Unit Rate	Extended Price Est. Qty X Unit Rate
<b>On-Site Services</b>					
<b>1.0</b>	<b>Personnel</b>				
<b>1.1</b>	<b>Material Technician</b>				
	a) Regular	Hr	1250	\$ _____	\$ _____
<b>1.2</b>	<b>Geotechnical Engineer</b>				
	a) Regular	Hr	100	\$ _____	\$ _____
<b>1.3</b>	<b>Material Engineer</b>				
	a) Regular	Hr	75	\$ _____	\$ _____
<b>2.0</b>	<b>Equipment Rate:</b>				
	Pile Driving Analyzer (PDA)	Per Day	5	\$ _____	\$ _____
	Downhole Camera	Per Day	5	\$ _____	\$ _____
<b>2.1</b>	<b>Daily Allowance (Board)</b>	Per Day	60	\$ _____	\$ _____
<b>2.2</b>	<b>Daily Allowance (Room)</b>	Per night	40	\$ _____	\$ _____
<b>2.3</b>	<b>Kilometric Rate</b>	Per Km	25000	\$ _____	\$ _____
<b>3.0</b>	<b>Material Testing:</b>				
<b>3.1</b>	<b>Concrete Testing</b>				
	.1) Concrete Cylinders & strength test (includes cost of mould)	Each	300	\$ _____	\$ _____
	.2) Rapid Chloride Permeability Test	Each	10	\$ _____	\$ _____
<b>3.2</b>	<b>Asphalt Concrete Testing</b>				
	.1) Asphalt Marshall Mix Analysis	Each	10	\$ _____	\$ _____
	.2) Superpave Mix Analysis	Each	10	\$ _____	\$ _____
	.3) Asphalt Core Density/Thickness	Each	10	\$ _____	\$ _____
<b>3.3</b>	<b>Asphalt Binder Testing:</b>				
	.1) Flash and Fire Points as per AASHTO T48 or ASTM D92	Each	2	\$ _____	\$ _____
	.2) Viscosity as per AASHTO T316 or ASTM D4402	Each	2	\$ _____	\$ _____
	.3) Rheological Properties as per AASHTO T315	Each	2	\$ _____	\$ _____
	.4) Rolling Thin Film Oven as per AASHTO T240	Each	2	\$ _____	\$ _____
	.5) Accelerated Aging (PAV) as per AASHTO R28	Each	2	\$ _____	\$ _____
	.6) Flexible Creep Stiffness as per AASHTO T313	Each	2	\$ _____	\$ _____
	.7) TSR (Average of conditioned & freeze / thaw TSR values) as per ASTM D 4867	Each	2	\$ _____	\$ _____
<b>3.4</b>	<b>Granular Fill, Aggregate, &amp; Quarried Rock Testing</b>				
	.1) Moisture Density	Each	8	\$ _____	\$ _____
	.2) Uncompacted Void content of fine aggregate ASTM D 2726	Each	8	\$ _____	\$ _____
	.3) Petrographic Number	Each	3	\$ _____	\$ _____
	.4) L.A. Abrasion	Each	8	\$ _____	\$ _____
	.5) Sieve Analysis	Each	8	\$ _____	\$ _____
	.6) Specific Gravity & Absorption	Each	10	\$ _____	\$ _____

.7) Magnesium Sulphate Soundness	Each	5	\$ _____	\$ _____
.8) Organic Determination	Each	2	\$ _____	\$ _____
.9) Crushed Faces Analysis	Each	3	\$ _____	\$ _____
.10) Flat & Elongated Particles (ASTM D4791)	Each	3	\$ _____	\$ _____
.11) Sand Equivalent for fine aggregate (ASTM D2419)	Each	3	\$ _____	\$ _____
.12) Micro Deval, coarse aggregate (ASTM D6925)	Each	3	\$ _____	\$ _____
.13) Micro Deval, fine aggregate (ASTM D7428)	Each	3	\$ _____	\$ _____
.14) Nuclear Densometer (including equipment & all technician work)	Each	3	\$ _____	\$ _____
<b>Total Evaluated Price OPTION YEAR 1</b>				\$ _____

<b>Table 4 – Firm Unit Pricing for OPTION YEAR 2</b>					
<b>No.</b>	<b>Item</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Rate</b>	<b>Extended Price Est. Qty X Unit Rate</b>
<b>On-Site Services</b>					
<b>1.0</b>	<b>Personnel</b>				
<b>1.1</b>	<b>Material Technician</b>				
	a) Regular	Hr	1250	\$ _____	\$ _____
<b>1.2</b>	<b>Geotechnical Engineer</b>				
	a) Regular	Hr	100	\$ _____	\$ _____
<b>1.3</b>	<b>Material Engineer</b>				
	a) Regular	Hr	75	\$ _____	\$ _____
<b>2.0</b>	<b>Equipment Rate:</b>				
	Pile Driving Analyzer (PDA)	Per Day	5	\$ _____	\$ _____
	Downhole Camera	Per Day	5	\$ _____	\$ _____
<b>2.1</b>	<b>Daily Allowance (Board)</b>	Per Day	60	\$ _____	\$ _____
<b>2.2</b>	<b>Daily Allowance (Room)</b>	Per night	40	\$ _____	\$ _____
<b>2.3</b>	<b>Kilometric Rate</b>	Per Km	25000	\$ _____	\$ _____
<b>3.0</b>	<b>Material Testing:</b>				
<b>3.1</b>	<b>Concrete Testing</b>				
	.1) Concrete Cylinders & strength test (includes cost of mould)	Each	300	\$ _____	\$ _____
	.2) Rapid Chloride Permeability Test	Each	10	\$ _____	\$ _____
<b>3.2</b>	<b>Asphalt Concrete Testing</b>				
	.1) Asphalt Marshall Mix Analysis	Each	10	\$ _____	\$ _____
	.2) Superpave Mix Analysis	Each	10	\$ _____	\$ _____
	.3) Asphalt Core Density/Thickness	Each	10	\$ _____	\$ _____
<b>3.3</b>	<b>Asphalt Binder Testing:</b>				
	.1) Flash and Fire Points as per AASHTO T48 or ASTM D92	Each	2	\$ _____	\$ _____
	.2) Viscosity as per AASHTO T316 or ASTM D4402	Each	2	\$ _____	\$ _____
	.3) Rheological Properties as per AASHTO T315	Each	2	\$ _____	\$ _____
	.4) Rolling Thin Film Oven as per	Each	2	\$ _____	\$ _____

	AASHTO T240				
	.5) Accelerated Aging (PAV) as per AASHTO R28	Each	2	\$ _____	\$ _____
	.6) Flexible Creep Stiffness as per AASHTO T313	Each	2	\$ _____	\$ _____
	.7) TSR (Average of conditioned & freeze / thaw TSR values) as per ASTM D 4867	Each	2	\$ _____	\$ _____
<b>3.4</b>	<b>Granular Fill, Aggregate, &amp; Quarried Rock Testing</b>				
	.1) Moisture Density	Each	8	\$ _____	\$ _____
	.2) Uncompacted Void content of fine aggregate ASTM D 2726	Each	8	\$ _____	\$ _____
	.3) Petrographic Number	Each	3	\$ _____	\$ _____
	.4) L.A. Abrasion	Each	8	\$ _____	\$ _____
	.5) Sieve Analysis	Each	8	\$ _____	\$ _____
	.6) Specific Gravity & Absorption	Each	10	\$ _____	\$ _____
	.7) Magnesium Sulphate Soundness	Each	5	\$ _____	\$ _____
	.8) Organic Determination	Each	2	\$ _____	\$ _____
	.9) Crushed Faces Analysis	Each	3	\$ _____	\$ _____
	.10) Flat & Elongated Particles (ASTM D4791)	Each	3	\$ _____	\$ _____
	.11) Sand Equivalent for fine aggregate (ASTM D2419)	Each	3	\$ _____	\$ _____
	.12) Micro Deval, coarse aggregate (ASTM D6925)	Each	3	\$ _____	\$ _____
	.13) Micro Deval, fine aggregate (ASTM D7428)	Each	3	\$ _____	\$ _____
	.14) Nuclear Densometer (including equipment & all technician work)	Each	3	\$ _____	\$ _____
<b>Total Evaluated Price OPTION YEAR 2</b>					\$ _____

<b>Table 5 Total Pricing – All Years</b>	
Table 1 - Total Evaluated Price, Year 1	\$ _____
Table 2 - Total Evaluated Price, Year 2	\$ _____
Table 3 - Total Evaluated Price, Option Year 1	\$ _____
Table 4 - Total Evaluated Price, Option Year 2	\$ _____
<b>Total Evaluated Price – All 4 years GST/HST Excluded</b>	<b>\$ _____</b>

**End of Basis of Payment**

## ANNEX "C"

### Insurance Requirements

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. 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.

3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

### 4. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.

2. The policy must include the following: a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

b. Accident Benefits - all jurisdictional statutes

c. Uninsured Motorist Protection

d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

## **ANNEX "D" 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);

**ANNEX "E"**

**INTEGRITY PROVISIONS – LIST OF DIRECTORS**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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