

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government Services Canada/Réception des soumissions Travaux publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
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
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet CONSTRUCTION INSPECTION SERVICES	
Solicitation No. - N° de l'invitation E0225-130887/A	Date 2012-10-22
Client Reference No. - N° de référence du client E0225-13-0887	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-309-8796
File No. - N° de dossier HAL-2-69155 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-04	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacNeil, Blaine A.	Buyer Id - Id de l'acheteur hal309
Telephone No. - N° de téléphone (902)496-5180 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 1713 BEDFORD ROW 2ND FLOOR HALIFAX NOVA SCOTIA B3J3C9 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Code of Conduct Certifications - Consent to a Criminal Record Verification
2. Certifications Precedent to Issuance of a Standing Offer

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

12. Certifications
13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of Work OR Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance
7. SACC Manual Clauses

List of Annexes:

Annex A - Statement of Work

Annex B - Basis of Payment

PART 1 - GENERAL INFORMATION

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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the

Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

2. Summary

To provide personnel to carry out on-site construction monitoring projects for PWGSC on an as and when requested basis for a 2 year period from standing offer award. The projects shall be located on coastal Nova Scotia and will involve marine construction utilizing materials such as concrete, timber, steel, rock, as well as dredging activities with floating plant and land based equipment. Classifications of personnel needed are weighers, dredging inspectors, dredging deposit inspectors, construction inspectors, project clerks, project officers, office managers, which are detailed in "Annex A".

3. Security Requirement

There are no security provisions associated with this requirement.

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard 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>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed below. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following mandatory criteria must be met prior to the offer being further considered. The offer must provide enough detail as to ensure that the evaluation team may adequately assess compliance.

i) The offeror must have a representative in the province of Nova Scotia.

ii) The offeror must demonstrate experience and capability in handling of marine/construction projects in order to properly assess the project by project situation. At least one (1) previous similar project must be submitted detailing client, cost, scope of work, etc. The supplier must have at least five (5) years experience in this field.

iii) The offeror must provide specific details pertaining to:

- a) the safety plans for their employees**
- b) the internal quality controls currently used to evaluate the overall service of the company and the performance of their employees.**

iv) The offeror must provide resumes for at least two (2) personnel capable of providing services under the category of the "Construction Inspectors" as indicated in this document. . At least one (1) for Category II Inspector and one (1) for Category III Inspector.

v) All categories must have the years of experience as stated in their descriptions in the Statement of Work.

The offeror is required to supply all of the necessary information with their offer in order for the technical authority to determine whether the offer meets all of the necessary criteria.

1.1 Financial Evaluation

1.1.1 Mandatory Financial Criteria

The offeror is to complete Annex B, Basis of Payment.

2. Basis of Selection

2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for the issuance of a Standing Offer.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Contract Award

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

1.1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form -PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

1.2 Federal Contractors Program

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

1.3 Former Public Servant Certification

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

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation

of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the specification indicated in Annex "A".

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in the usage reporting form available upon request from PWGSC. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still 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:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance for a two (2) year period.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority for the Contract is:

Name: Blaine MacNeil

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Address: 1713 Bedford Row / Halifax, NS / B3J 3C9

Telephone: (902)496-5180

Facsimile: (902)496-5016

E-mail address: blaine.macneil@pwgsc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer and any changes to the Standing Offer must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anybody other than the Standing Offer Authority.

5.2 Project Authority

The Project Authority will be identified upon the issuance of a Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Standing Offer Authority.

5.3 Offeror's Representative

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

6. Identified Users

The identified user authorized to make call-ups against this Standing Offer is the Project Authority as indicated herein.

7. Call-up Procedures

The identified user will issue a call-up against a standing offer each time goods/services are required.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using Form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TBD (Goods and Services Tax or Harmonized Sales Tax included) 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 two (2) 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.

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 (2012-07-16), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-07-16), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement Work;
- f) the Offeror's offer _____ (insert date of offer) and any applicable amendments

12. Certifications

12.1 Compliance

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

12.2 SACC Manual Clauses

M3800C Estimates (2006-08-15)

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.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-07-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

2.2 SACC Manual Clauses

3. Term of Contract

3.1 Delivery

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

4. Payment

4.1 Basis of Payment

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

4.4 SACC Manual Clauses

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

5.1 The Contractor is to submit monthly invoices for each Callup and provide the following information pertaining to each individual Callup as follows:

5.1.1 Payment is based on invoices, originals only required, to include time cards and receipts for disbursements, to be submitted to the Departmental Representative.

5.1.2 The invoice must show the employee's name, Category, assignment number, project number, hours worked on each project shown as Regular and Overtime, and miscellaneous expenses to be reimbursed. The Contractor is to show a running total on each invoice, showing the budget, previous billings and remaining budget for the Callup.

5.1.3 The Contractor shall not include HST for disbursements on the invoices, but show it as a separate item. The invoice should show the HST registration number, the company vendor number as per Contract Canada.

5.1.4 Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

Solicitation No. - N° de l'invitation

E0225-130887/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal309

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

E0225-13-0887

File No. - N° du dossier

HAL-2-69155

CCC No./N° CCC - FMS No/ N° VME

7. SACC Manual Clauses

A9039C Salvage (2008-12-12)

A9062C Canadian Forces Site Regulations (2011-05-16)

B7500C Excess Goods (2006-06-16)

Annex A

Statement of Work

Work shall be performed in accordance with the following information:

1. The Contractor shall have 1 full time staff capable of assessing qualifications of applicants to ensure that the proposed employees meet project requirements, provide direction, supervision and instruction to employees, ensure a construction occupational health and safety plan is in place and serving as a point of contact for PWGSC. It is the contractor's responsibility to provide personnel to meet the level requested in the call up whether it be from existing personnel or from a database of potential candidates. The contractor must make every effort to obtain qualified personnel from the area of the proposed work to reduce travel expenses.
2. The Contractor shall provide information to the Project Authority on the progress, quality and quantity of the construction work being done.
3. The Contractor is not required to provide design services, shop drawing review services, professional engineering opinions, or direction to the Construction Contractor.
4. The Contractor is required to provide extensive services through site specific staff on an as and when requested basis which include but are not necessarily limited to the following:
 - A. Monitoring the progress, quality and quantity of the construction work to confirm compliance with the intent of the contract requirements (construction contract documentation, approved change orders, reviewed shop drawings, occupational safety and health plans, and other submissions, and any additional clarification or direction given by the PWGSC Official to the Contractor).
 - B. Keeping the Project Authority fully informed through regularly submitted comprehensive daily reports, site meetings, and telephone conversations.
 - C. Informing the Project Authority immediately following discussion with the Construction Contractor regarding perceived non-compliance with which the Construction Contractor is in disagreement.
 - D. Routine on-site testing such as concrete testing (slump, air content, test cylinders).
5. The Contractor is responsible to direct, supervise and instruct its employees with regard to:
 - A. Location of work.
 - B. Terms and conditions of employment.
 - C. Familiarisation with conditions at site and construction contract documents.
 - D. Informing the Project Authority of the progress of the work and any noncompliances which are observed.
 - E. Lack of authority to direct the Construction Contractor.

F. The liberty to advise the Contractor that perceived irregularities exist that need attention.

G. Providing comprehensive daily reports on pre-formatted forms.

H. Carrying out testing.

I. Making photographic records (dated photographs with identification).

6. The projects will be located on coastal Nova Scotia and will involve marine construction utilizing materials such as concrete, timber, steel, rock, as well as dredging activities with floating plant and land based equipment.

7. The projects will vary in location and construction but will be site specific and will encompass the following:

A. The Contractor shall identify a person capable of liaison with PWGSC and who is able to instruct employees on the basis of objectives determined by the Project Authority.

B. The Contractor shall be familiar with and responsive to Nova Scotia labour codes and Practices, including the Occupational Health and Safety Act. The contractor is to determine the safety training requirements for their employees, based on their training to date and the risks/hazards in each type of project. Safety Training is to be arranged for the employees by the contractor.

C. The Contractor shall be responsible for the supervision of, and the work performed by their employees.

D. There will be NO DAY-TO-DAY SUPERVISION by PWGSC personnel of the Contractor's employees.

E. Contractor's employees may be expected to work the same hours as the construction Contractor. Daily hours greater than 8, and weekly hours greater than 40, will be considered as overtime. In addition, work carried out on PWGSC recognized holidays (11 per year in total), will be considered as overtime. **The Contractor shall be responsible for employee salary costs where the employee does not work on a recognized holiday (hourly rate to include all overhead costs including payment for holidays in accordance with Provincial regulations). Overtime hours worked will be site specific and are to be preapproved by the Project Authority.**

F. The Contractor's employees shall require prior approval from PWGSC to travel to other projects in Nova Scotia. Contractor's employees shall not be reimbursed for travel from residence to project site except in specific instances which require preapproval by the Project Authority. Such costs will be paid as disbursements without mark-up.

G. There may be a requirement to have Contractor's employees available for work within 24-48 hours of notification for small emergency projects. Normally, sufficient lead time will be provided for the selection of staff.

H. The Contractor shall provide all insurance to protect their liability for providing services.

I. Any additional job specific insurance requirements will be identified by PWGSC and insurance premiums will be paid for "at cost" as disbursements, including but not limited to the following:

- Insuring all government supplied equipment including vehicles assigned to the Contractor.
- Insuring all Contractor's employees, so identified, travelling in government vehicles, as passengers and as drivers.

Job specific insurance requirements of this nature are the exception.

8. At initiation of a Call-up and prior to commencement of a project the contractor will submit to the Project Authority the qualifications of proposed employee(s).

9. The Contractor shall provide their employees with proper clothing and material to carry out their duties. This includes but is not limited to, clothing for wet weather or cold weather, safety boots, hard hats, life jackets, eye protection, gloves, 15 m and 5 m measuring tapes, 35 mm digital camera. The costs for these items will be submitted without mark-up and paid with supporting invoices as disbursements.

10. PWGSC will supply daily report forms as well as various other Departmental forms associated with the project.

Construction Inspection Categories:

Category I Inspector:

Entry level position. Working with direct supervision performing routine duties such as assessing quality control and assisting in project inspection. A Category I Inspector prepares and maintains accurate records, reports and other materials related to the work. The Category I Inspector must be able to read and interpret plans and specifications in the discipline and jurisdiction in which the inspector is working. The Category I Inspector must have a minimum of two years inspection related experience.

Category II Inspector:

Category II Inspector is an intermediate level position and generally works with minimal supervision. Complex problems may be referred to a supervisor. A Category II Inspector will perform quality control inspections and must display a demonstrated expertise in field inspection. A Category II Inspector is responsible for compiling pertinent data and maintaining accurate records to be used in the preparation progress estimates, reports, and as-built construction plans. A Category II Inspector is able to review materials and test reports and is able to recommend acceptance or rejection of materials and workmanship. A Category II Inspector must have three to five years of progressive inspection experience with completion of courses at a recognized technical school, or related work experience. The Inspector must be capable of undertaking the responsibilities of a Category I Inspector.

Category III Inspector:

Category III Inspector is a senior position and generally, but not exclusively, a supervisory position. A Category III Inspector must possess sufficient knowledge to schedule, supervise and train other inspection staff at level I and level II. A Category III Inspector must possess sufficient knowledge of

equipment used at the work site and be competent to report on the functionality of the equipment. A Category III Inspector must have a minimum of eight years experience in the marine and civil construction disciplines or has graduated from a recognized civil construction technical institution. A Category III Inspector must be competent in reading and understanding both the specifications and plans, and in writing comprehensive reports as required by PWGSC. A Category III Inspector must be competent in interpreting field situations and conditions and responding to those changes in an unsupervised role. Inspector must be capable of undertaking or overseeing the roles of a Category I or II Inspector.

Dredging Inspector:

- Oversees the dredging operations to confirm that the work is being carried out as per the tendered drawings and specifications
- Records the activities of the Contractor which will form the basis of daily, weekly, and monthly reports.
- Continuously conducts sounding surveys and records soundings with or without assistance from the Contractor

Weigher (or Checking) Inspector:

- Determines and records the weight of construction materials being delivered to site by measurement with an approved weight scale. Alternatively, accepts the weigh slips as the material is being delivered and verifies by volume and specific gravity.
- Checks construction material being delivered for quality and maintains a daily record.
- Maintains labour and equipment logs for all activities on-site and assists the construction inspector in carrying out his or her duties.

Inspection Deliverables:

- Daily Reports
- Weekly Reports
- Pile Driving Reports
- Quantity Reports
- Photo Logs
- As-built Records
- Material Substitution
- Drawing or Specification Variances
- Quality Reports

The Contractor is responsible to convey to their personnel how the deliverables are to be acquired and provided. The Consultant is to ensure the quality of the deliverables. To this end, all deliverables will be reviewed, revised, and approved by the Consultant prior to submission to PWGSC. The PWGSC project representative will have the right to refuse any deliverables and to request variations or corrections to

the deliverables be submitted. PWGSC will supply daily report forms as well as various other Departmental forms associated with each project.

Health and Safety Requirements

Prior to an Inspector commencing work on site, the Contractor must provide to the Project Authority a copy of a site specific health and safety plan with associated hazard assessment and demonstrate that the Inspector has completed all required training in compliance with the latest Occupational Health and Safety Act of Nova Scotia.

The following are known or potential project related health, environment and safety hazards at the site which must be properly managed if encountered during the course of work on site; Safety hazards due to existing site conditions and type of work are:

1. Overhead electrical wires
2. Tidal waters
3. Winter work, freezing conditions (ice, wind, and water)
4. Unpredictable marine weather and wave conditions
5. Sharp or protruding objects
6. Heavy vehicle movement
7. Loading and unloading materials
8. Moving and working with large and heavy materials
9. Cresote timber and jagged wharf materials
10. Working over, near, or on the water
11. Falling in the water
12. Uneven and jagged travelling and work surfaces
13. Slippery surface conditions
14. Slipping and falling
15. Falling materials
16. Unknown load carrying ability of structure and access to site
17. Structure not posted for loads
18. Structure partially barricaded
19. Harbour users, activities, and traffic
20. Pedestrians, vehicles and Harbour operation traffic

Above listed shall not be construed by the Contractor as being complete and inclusive of potential health and safety hazards that may be encountered during the project. The Contractor is to include above items in the hazard assessment process, and any additional items as required.

Health and Safety Meeting

Inspector to attend pre-construction health and safety meeting conducted by Project Authority.

ANNEX B					
BASIS OF PAYMENT					
PRICING SCHEDULE (Entire 2-year period)					
Item No.	Job Classification	Unit of Measurement	Estimated Total Quantity	Price Per Unit	Total Price
Construction Inspector (Item 1 -					
1	Category 1	Regular Hours	500		
2	Category I	Overtime Hours	150		
3	Category II	Regular Hours	2,000		
4	Category II	Overtime Hours	600		
5	Category III	Regular Hours	16,000		
6	Category III	Overtime Hours	5,000		
7	Weighter/Checker	Regular Hours	500		
8	Weighter/Checker	Overtime Hours	150		
9	Dredge Inspector	Regular Hours	2,000		
10	Dredge Inspector	Overtime Hours	600		
11	Reimbursable Expenses/ Material and Special Equipment				\$40,000.00
				Total Amount	
Notes:					
1) The estimated quantity entered in column four for each item is an estimate only, for services as and when required and does not infer all the quantities will be utilized or that the quantities may not be exceeded					
2) Item 11 - Reimbursable Expenses estimate is set at \$40k and this amount must to be added to Total.					