

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Brunswick
E2L 2B9**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 421
Saint John
New Bruns
E2L 2B9

Title - Sujet SO - Inspection Services Vrs NB Loc	
Solicitation No. - N° de l'invitation EC015-141817/A	Date 2013-12-03
Client Reference No. - N° de référence du client R.062563.001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-004-3342
File No. - N° de dossier PWB-3-36101 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-14	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Doucet, Gisele PWB	Buyer Id - Id de l'acheteur pwb004
Telephone No. - N° de téléphone (506)636-4541 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Inspection Services Various Locations Various New Brunswick Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

INSPECTION SERVICES VARIOUS LOCATIONS, NEW BRUNSWICK

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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 and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

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

The Annexes include the Basis of Payment, Certifications, Complete list of each individual who is currently on the Bidder's Board of Directors and Specification.

2. Summary

Public Works and Government Services Canada has a requirement for the establishment of a Regional Individual Standing Offer (RISO). Work covered under this Standing Offer Agreement is to provide personnel to carry out on-site construction inspection of marine projects (60%) and on other construction projects (40%). The projects will be located in New Brunswick and will involve marine construction and other civil engineering projects utilizing materials such as concrete, timber, steel, rock, gravel, etc., as well as dredging activities with floating plant and some building construction. The Standing Offer is required for a period of two (2) years and will be on an "as and when required" basis.

This agreement is subject to the provisions of the Agreement on Internal Trade, the World Trade Organizations Agreement on Government Procurement, the North American Free Trade Agreement and the Canada-Peru, Canada-Colombia and Canada-Panama Free Trade Agreement.

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual clauses

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

2. Submission of Offers

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

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

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

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

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

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pwb004

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CCC No./N° CCC - FMS No/ N° VME

R.062563.001

PWB-3-36101

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers, including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will receive the highest rank and will be recommended for issuance of a Standing Offer. Responsive offers with the second, third, fourth and fifth lowest prices will then be ranked in that order. Canada reserves the right to issue up to two (2) Standing Offers.

Right of First Refusal Basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

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

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offerors affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of

names. If the required names 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 will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form-PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of Standing Offer

The certifications listed below and the certifications in **Annex “B” Certifications** should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

2.1 Former Public Servants - Competitive Requirements M3025T (2013-11-06)

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:

name of former public servant;

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.

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PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex B**. If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Specification in Annex "D".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

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

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

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

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Gisèle Doucet
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 421
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-4541
Facsimile: (506) 636-4376
E-mail address: gisele.doucet@pwgsc.gc.ca

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

4.2 Project Authority

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____
Telephone: () _____
Fax: () _____
E-mail: _____

5. Identified Users

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

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form CF942.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Harmonized Sales Tax extra).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$476,505.00 (Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. Priority of Documents

If there is a discrepancy between the 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- e) Specifications and drawings;
- f) Annex "A", Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer

10. Certifications

10.1. Compliance

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

11. Applicable Laws

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

12. Estimates

SACC Manual clause M3800C (2006-08-15) Estimates

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex B. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Standing Offer Authority within seven (7) days after request from the Standing Offer Authority and prior to award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Standing Offer Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

Supplemental General Conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

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

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

ANNEX "A"
BASIS OF PAYMENT
PRICING SCHEDULE

UNIT PRICE TABLE - INSPECTION SERVICES, VARIOUS LOCATIONS, N.B.

<u>Item</u>	<u>Class of Labour, Plant or Material</u>	<u>Unit of Measurement</u>	<u>Estimated Quantity</u>	<u>Price per Unit GST/HST extra</u>	<u>Estimated Total Price GST / HST extra</u>
1	Construction Inspector				
	a) Category I (Reg) In transit	Regular Hour	100		
	b) Category I (Reg) On-site	Regular Hour	1,000		
	c) Category I (OT) On-site	Overtime Hour	100		
	d) Category II (Reg) In transit	Regular Hour	200		
	e) Category II (Reg) On-site	Regular Hour	2,500		
	f) Category II (OT) On-site	Overtime Hour	200		
	g) Category III (Reg) In transit	Regular Hour	300		
	h) Category III (Reg) On-site	Regular Hour	3,000		
	i) Category III (OT) On-site	Overtime Hour	300		
	j) Category IV (Reg) In transit	Regular Hour	200		
	k) Category IV (Reg) On-site	Regular Hour	2,500		
	l) Category IV (OT) On-Site	Overtime Hour	400		
2	a) Weigher/Checker (Reg) In transit	Regular Hour	100		
	b) Weigher/Checker (Reg) On-Site	Regular Hour	1,000		
	c) Weigher/Checker (OT) On-site	Overtime Hour	100		
3	a) Dredging Inspector (Reg) In transit	Regular Hour	200		
	b) Dredging Inspector (Reg) On-site	Regular Hour	2,500		
	c) Dredging Inspector (OT) On-site	Overtime Hour	400		
4	Expert Resources and Additional Inspection	Allowance	1	\$85,000	\$85,000
5	Disbursements	Allowance	1	\$ 5,000	\$ 5,000
TOTAL ESTIMATED AMOUNT (HST extra)					

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

ANNEX "B"

Certifications Precedent to Standing Offer Award

Within ten (10) days and prior to award, the firm shall be required to provide the following:

1. Workers' Compensation Certification - Letter of Good Standing

The firm must provide proof that the Offeror has an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

2. Documentation to demonstrate compliance with the following minimum criteria:

- a) Professional Engineering firm, licensed to practice in the Province of New Brunswick or other equivalent license.
- b) Have at least one full-time staff capable of assessing qualifications of applicant to meet job specifications and of evaluation performance relevant to requirements.
- c) Have at least five (5) years in resident inspection of marine projects (dredging and/or construction) and/or civil works.

3. Insurance

Proof of liability insurance for a minimum amount of two million dollars (\$2,000,000) as specified below.

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
- 2. The Commercial General Liability policy must include the following:

-
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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ANNEX C

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

NOTE TO OFFERORS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation

EC015-141817/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb004

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.062563.001

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ANNEX D

TERMS OF REFERENCE

November 20th, 2013

**TERMS OF REFERENCE FOR PROVISION OF TECHNICAL SERVICES
THROUGHOUT NEW BRUNSWICK
PUBLIC WORKS & GOVERNMENT SERVICES CANADA**

Tendered Hourly Rate

The technical services based on hourly rates to be provided for the period of two (2) years.

The tendered hourly rates shall cover hours worked, in accordance with this term of reference and shall include all overhead costs associated with salaries, materials and equipment.

The services must meet the requirements, as stipulated in these specifications and Public Works and Government Services Canada will only supply those materials as indicated herein.

Qualifications of bidding firm

Offers from firms who do not meet the following minimum qualifications will not be considered for retention.

- 1) Professional Engineering firm, licensed to practice in the Province or New Brunswick or other equivalent license.
- 2) Have at least one full-time staff capable of assessing qualifications of applicant to meet job specifications and of evaluation performance relevant to requirements.
- 3) Have at least five (5) years in resident inspection of marine projects (dredging and/or construction) and/or civil works.

The Offerer submitting the lowest priced offer will be required to submit documentation to demonstrate its compliance with these minimum qualifications within ten (10) days of being requested by the Departmental Representative.

Scope of Work

The work involved in the services will be to provide personnel to carry out on-site construction inspection of marine projects (60%)

and at time on other construction projects (40%). The projects will be located in New Brunswick and will involve marine construction and other civil engineering projects utilising materials such as concrete, timber, steel, rock, gravel, etc., as well as dredging activities with floating plant and some buildings construction.

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

- 1) There will be no day-to-day supervision of inspectors by Public Works and Government Services Canada personnel.
- 2) The Contractor will be responsible to provide supervision for the personnel so provided. The Contractor will identify a person capable of liaison with Public Works and Government Services Canada staff on site and is able to instruct employees on the basis of objectives determined by Public Works and Government Services Canada staff.
- 3) The normal work week will be 40 hours based on 8 hours per day. However, the Contractor's employees will **not necessarily** be expected to work the same hours as the construction contractor. Hours worked greater than normal will be site specific and will be subject to prior approval by the Consultant and from Public Works and Government Services Canada Project Manager for budgeting purpose only. Contractor should be aware that hours of work can be less than 40 hours a week if the General Contractor is working part week or doing tidal work or dependant on Public Works and Government Services Canada's requirements.
- 4) Contractor's employees will require prior approval from Public Works and Government Services Canada to travel to other projects in New Brunswick. Headquarters area, for contract employees, is defined as the contractor's regional office.
- 5) There may be a requirement to have Contractor's employees available for work within 24 - 48 hours of notification on small emergency projects. Generally, 7 days lead time will be provided for the provision of service.
- 6) The hours shown in this specification are for estimating purposes and may not necessarily reflect the final requirements.
- 7) Upon request, the qualifications of all employees will be submitted to Public Works and Government Services Canada staff.
- 8) The Contractor will be responsible, at no cost to Public Works and Government Services Canada, to ensure that his employee is on site with proper clothing and material to carry out their

duties. In particular, Personnel Protective Equipment (PPE) for construction safety protection as per applicable safety laws and regulations such as safety boots, hard hats, life jackets, and also ensure that inspectors have proper clothing for wet weather and cold weather. The following accessories are required on each site; 15 m and 5 m measuring tapes, calculator, drafting scales, digital date camera (minimum of 5 megapixel) and standard forms associated with inspection of construction and dredging.

- 9) Ensure that all personnel follow proper code of conduct for the position assigned. If a person is deemed unsuitable, the consultant will be responsible to have him removed immediately and replaced with a suitable person.
- 10) The contractor will ensure that hours reported by inspectors are actual hours worked. If the inspector has to leave the construction site, PWGSC Project Manager will have to be made aware at least 24 hours prior to this event.

CONSTRUCTION INSPECTORS

- a) Oversees and inspects work being performed by Contractors to ensure compliance with plans and specifications.
- b) Oversees each stage of work, methods employed, quality of workmanship and measures quantity of work for payment purposes.
- c) Determines quality of materials and workmanship supplied through visual examinations, physical comparison with provided standards of acceptance and by taking site measurements taken both in the dry and below water.
- d) Maintains relevant contract drawings and specification on site to ensure conformance with contract and notifies Project Manager of any discrepancies. Measures and records all materials placed in the work. Maintains project information for "As-Built" drawings.
- e) Records project progress in daily/weekly reports, itemising quality and quantity of work. Maintains project log, detailing activity on site in narrative form with complete quantity record and photographs.

CATEGORY I - Inspector of construction will have 1-5 years of related construction site experience.

CATEGORY II - Inspector of construction will have greater than five years of related experience and also have the ability to use measuring devices, construction levels, and have knowledge of construction materials and techniques. The Inspector will have current Workplace Safety Training. The Inspector has exceptional knowledge of the project facilities.

CATEGORY III - Inspector of construction will have greater than five years experience in the construction of complicated marine and other civil engineering projects. Broad knowledge of project management principles and current standards and codes. Inspector will have quantity control skills.

CATEGORY IV - Inspector of construction will have greater than ten years experience in the construction of complicated marine and other civil engineering projects. Extensive knowledge of project management principles, standards and codes.

Inspector will be expected to supervise
subordinates or inspection support staff.

WEIGHER/CHECKER

- This service would be limited to one or more of the following:
 - (a) Identifies materials supplied to the site to ensure compliance to plans and specification. Report any deviations to the Departmental Representative.
 - (b) Physically weighing haul vehicles and preparing weight tickets and daily summaries, overseeing the scale to ensure proper working order.
 - (c) Collecting weight tickets from haul vehicles as they deliver materials to site, confirming materials are placed on site and tallying daily/weekly total deliveries.
 - (d) Physically measuring volume of materials trucked to site, preparing delivery tickets and tally sheets.
 - (e) Oversee, inspect and measure other linear or volume measurements required.
 - (f) Recording list of equipment, labour on site, weather and site conditions which will form the basis of a weekly report.

DREDGING INSPECTOR

- This service requires the observation and recording of dredging activity. It also requires overseeing the work to ensure in compliance with plans and specifications. Report any deviations to the Department's Representative.

Recording will consist of:

- Ability to calculate dredge grade using vertical control.
- Documenting dredge location on a continuing basis.
- Measuring volume of dredge spoil in excavated state.
- Identifying type of materials dredged.
- Observing that dredge spoils are properly placed in an approved disposal site.
- Daily and weekly cumulative tally sheets of volumes dredged and disposal sites used.
- Sounding the areas dredged and show the after dredging soundings on the construction plan.
- Indicating Contractor's activities, list of equipment, labour on site, weather and site conditions which will form the basis of weekly reports.

EXPERT RESOURCES AND ADDITIONAL INSPECTION SERVICES

From time to time PWGSC, will require the services of unique or specialized technical personnel to assist with ongoing project delivery within the Professional and Technical Services Unit.

A job description, details of the unique characteristics and specialization, and the experience requirements provided by PWGSC. The consultant will then provide PWGSC with a proposal, complete with rate of pay, to cover the new position. Once reviewed and accepted by PWGSC, the position will be added as to the contract as an unique or specialized inspector.

APPENDIX 'A'

Invoice Forms

The attached form, entitled Call-up Against a Standing Offer, will be supplied by the Department and will be the document used to approve technical services requests, as well as the invoice for paying the requests.

The form will be completed and approved by PWGSC, based on an estimated cost to obtain the requested technical services. A copy will be forwarded to the Contractor, as his authority to proceed with the request.

The Contractor, when submitting the invoice, will complete the following details on the invoice portion, sign, date and forward the completed form to Public Works and Government Services Canada for payment : Call-up number c/w

- Inspector's name
- Regular hours worked for the billing period
- Overtime Hours worked for the billing period
- disbursement for the billing period
- Sub total
- Call-up Budget
- Previously Billed on the call-up
- Billings to date
- Remaining Budget on call-up
- Running total of billing to date for the Standing Offer

Payment

1. The estimated amount payable for each assignment will be based on estimated hours of service to be supplied to a specific site agreed to prior to commencement of work as per the following rates:

1.1 In-Transit hourly rate (for travel from the inspector's residence to the job site and back or from the inspector's headquarters to the job site and back, whichever is less).

1.2 on-site hourly rate.

2. The hourly rates for services will include all overhead costs associated with hiring personnel for a specific site, including meals and accommodation costs.

3. Payment will be based on invoices, original only required, submitted to the Department monthly or as otherwise agreed and must include the employee's name, assignment number, project number or project numbers, hours worked on each project and miscellaneous expenses to be reimbursed.
4. The Contractor shall not include HST in the unit prices but should identify it as a separate item on each invoice and the HST Registration Number and company vendor number as per Contract Canada.
5. An allowance has been made for the following disbursement:
 - 5.1 A per diem of \$4.00 per day will be allocated for cellular telephone, computer and printer usage along with accessories, to be paid for actual days worked by the Contractor's employee.