

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Brunswick
E2L 2B9

Request For a Standing Offer
Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
189 Prince William Street
Room 405
Saint John
New Bruns
E2L 2B9

Title - Sujet NB - S/O Technical Services	
Solicitation No. - N° de l'invitation EC373-150489/A	Date 2014-07-14
Client Reference No. - N° de référence du client EC373-150489	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-020-3449
File No. - N° de dossier PWB-4-37033 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-26	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Donovan, Janine PWB	Buyer Id - Id de l'acheteur pwb020
Telephone No. - N° de téléphone (506)636-5347 ()	FAX No. - N° de FAX (506)636-4376
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Technical Services Various Locations Standing Offer 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)
TECHNICAL INSPECTION SERVICES
VARIOUS LOCATIONS, NEW BRUNSWICK**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

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

PART 6 - FINANCIAL CAPABILITY AND INSURANCE REQUIREMENTS

1. Financial Capability
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

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

EC373-150489

File No. - N° du dossier

PWB-4-37033

CCC No./N° CCC - FMS No/ N° VME

8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws
13. Insurance Requirements

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Proactive Disclosure of Contracts with Former Public Servants
6. Invoicing Instructions

List of Annexes:

- Annex A - Basis of Payment
- Annex B - Certifications
- Annex C - Complete list of each individual who is currently on the Bidder's Board of Directors
- Annex D - Terms of Reference

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

This Request for a Standing Offer (RFSO) is to establish a Regional Individual Standing Offer (RISO) for services to provide personnel to carry out on-site construction inspections of marine projects (60%) and other construction projects (40%). The project will involve marine, architectural and civil engineering projects utilising materials such as concrete, timber, steel, rock, gravel etc. as well as dredging activities with floating plant and some building construction. The projects will be in various locations in, New Brunswick and will be on an as and when required basis for two years from date of award. The work must be performed in accordance with the Terms of Reference attached as Annex "D"

This agreement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization's Agreement on Government Procurement (WTO-AGP) and the Agreement on Internal Trade (AIT).

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2014/06/26) 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 Reference	Section	Date
M0019T	Firm Prices and/or Rates	2007/05/25

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.

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

EC373-150489

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.

Solicitation No. - N° de l'invitation

EC373-150489/A

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

EC373-150489

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

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.

Section II: Certifications

Offerors must submit the certifications required under Part 5.

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 be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below 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 requirement within that time period will render the offer non-responsive.

2.1 Offeror must be a Professional Engineering firm, licensed to practice in the Province of New Brunswick or possess equivalent license. Proof of such is required within seven (7) days of request of Standing Offer Authority and prior to award of Standing Offer Agreement.

2.2 Offeror must have at least one full-time staff capable of assessing qualifications of applicant to meet job specifications and of evaluation performance relevant to requirements

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

EC373-150489

2.3 Offeror must have at least five (5) years in resident inspection of marine projects (dredging and/or construction) and/or civil works

Solicitation No. - N° de l'invitation

EC373-150489/A

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

EC373-150489

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

SACC Manual clause M9033T (2011/05/16) Financial Capability

2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex B.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Terms of Reference attached at 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 (2014/06/26) 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 years from Date of Award.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Janine Donovan
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William, Room 405
Saint John, N.B.
E2L 2B9

Telephone: (506) 636-5347
Facsimile: (506) 636-4376
E-mail address: janine.donovan@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

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

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

EC373-150489

File No. - N° du dossier

PWB-4-37033

CCC No./N° CCC - FMS No/ N° VME

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:

Details will be provided in any resulting contract

4.3 Offeror's Representative (offeror please complete)

Name: _____

Telephone: () _____

Fax: () _____

E-mail: _____

5. Identified Users

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

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form CF-942, Call-up Against a Standing Offer, or an electronic version.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$80,000.00 (Applicable Taxes included).

8. Financial Limitation

Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$611,750.00 (Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (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 (2014/06/26), General Conditions - Standing Offers - Goods or Services
- d) the general conditions, 2010C (2014/06/26), General Conditions - Services (Medium Complexity);
- f) Annex D, Terms of Reference;
- g) Annex A, Basis of Payment;
- h) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- i) the Offeror's offer

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

EC373-150489

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. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2014/06/26), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. Term of Standing Offer

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 Expenditure

SACC Manual clause C6000C (2011/05/16)

4.3 Multiple Payments

SACC Manual clause H1000C (2008/05/12)

5. 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.

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwb020

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

EC373-150489

File No. - N° du dossier

PWB-4-37033

CCC No./N° CCC - FMS No/ N° VME

6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

ANNEX "A"
Basis of Payment

Item	Class of Service	Unit of Measure	Estimated Quantity	Price/Unit	Total
1	Construction Inspector				
	a) Category II (Reg) In Transit	Regular Hour	100	_____	_____
	b) Category II (Reg) On-site	Regular Hour	1,300	_____	_____
	c) Category II (OT) On Site	Overtime Hour	100	_____	_____
	d) Category III (Reg) In Transit	Regular Hour	150	_____	_____
	e) Category III (Reg) On Site	Regular Hour	1,500	_____	_____
	f) Category III (OT) On-Site	Overtime Hour	150	_____	_____
	g) Category IV (Reg) In Transit	Regular Hour	200	_____	_____
	h) Category IV (Reg) On-Site	Regular Hour	3,000	_____	_____
	i) Category IV (OT) On-Site	Overtime Hour	400	_____	_____
2	a) Weigher/Cecker (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	Expert Resorces and Additional Inspection	Allowance	\$100,000.00	N/A	100000

Amount of Offer

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

1. Worker's Compensation Certification - Letter of Good Standing

The bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.
2. Offeror must be a Professional Engineering firm, licensed to practice in the Province of New Brunswick or possess equivalent license. Proof of such is required within seven (7) days of request of Standing Offer Authority and prior to award of Standing Offer Agreement.
3. Offeror must have at least one full-time staff capable of assessing qualifications of applicant to meet job specifications and of evaluation performance relevant to requirements
4. Offeror must have at least five (5) years in resident inspection of marine projects (dredging and/or construction) and/or civil works
5. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified below.

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, **but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.**
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of National Defence.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, 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

Libel

policy
separate

must apply to each Insured in the same manner and to the same extent as if a policy had been issued to each.

(f)
reference
provisions.

Blanket Contractual Liability: The policy must, on a blanket basis or by specific to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l)
Contractor
subcontractor.

Owners' or Contractors' Protective Liability: Covers the damages that the becomes legally obligated to pay arising out of the operations of a subcontractor.

Solicitation No. - N° de l'invitation

EC373-150489/A

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

EC373-150489

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

ANNEX C

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

***NOTE TO OFFERORS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

Solicitation No. - N° de l'invitation

EC373-150489/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWB-4-37033

Buyer ID - Id de l'acheteur

pwb020

CCC No./N° CCC - FMS No/ N° VME

ANNEX D

TERMS OF REFERENCE

June 25th, 2014

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

Tendered Hourly Rate

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

Hours in Transit: The tendered hourly rate in transit shall cover hours of work, meals and all overhead costs for transportation, including but not limited to: vehicle, fuel, ferries, GPS, phone, etc).

Hours on site: The tendered hourly rates shall cover hours worked, in accordance with this term of reference and shall include all overhead costs associated with salaries, technical equipment (phone, fax, computer, camera, etc.), accommodations, and any other materials and equipment necessary to complete the inspections.

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, architectural and 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 Consultant will be responsible to provide supervision for the personnel so provided. The Consultant 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 Consultant'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. Consultant 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) Consultant'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 consultant's regional office.
- 5) There may be a requirement to have Consultant'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 Consultant's employees will be submitted to Public Works and Government Services Canada staff.
- 8) The Consultant will be responsible, at no cost to Public Works and Government Services Canada, to ensure that their 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, safety glasses, 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 Consultant 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.