



**Public Works Government Services Canada- Bid
Receiving / Réception des soumissions
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Bid Fax: (506) 636-4376**

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ANNEX "A"

BASIS OF PAYMENT

ANNEX "B"

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COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS
OF THE OFFEROR

ANNEX "D" TERMS OF REFERENCES

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: 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 precedent to standing offer award, a Reminder to submit a Complete List of names of all individual who are currently directors of the Offeror and the Terms of Reference.

1.2 Summary

This Request for a Standing Offer (RFSO) is to establish a Regional Standing Offer (RISO) for services to provide personnel to carry out on-site full time/part time construction inspections of marine projects (60%) and other construction projects (40%). The projects will involve marine construction and other civil engineering projects utilizing material such as concrete, timber, steel, rock, gravel, etc. as well as dredging activities with floating plant and some building construction at various locations in New Brunswick. All work is to be completed on an "as and when required" basis for a two (2) year period from the Date of Award in accordance with the Terms of Reference attached as Annex "D".

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

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2016/04/04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

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

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

2.3. Former Public Servant

Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4. Enquiries - Request for Standing Offers

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

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

2.5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex A" "Basis of Payment". The total amount of Applicable Taxes must be shown separately, if applicable.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

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.

4.2 Basis of Selection

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 AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

5.1.2 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

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

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

5.2.1 SACC Manual Clauses - Status and Availability of Resources

SACC Reference	Section	Date
M3020T	Status and Availability of Resources	2016-01-28

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

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

6.2 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 herein.

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

7A.1 Offer

7A.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "D".

7A.2 Standard Clauses and Conditions

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

7A.2.1 General Conditions

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

7A.3 Term of Standing Offer

7A.3.1 Period of the Standing Offer

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

7A.4 Authorities

7A.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Edward Johnston
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Real Property Contracting
189 Prince William Street, Room 405
Saint John, New Brunswick
E2L 2B9

Telephone: (506) 636-3142
Facsimile: (506) 636-4376
E-mail address: Edward.johnston@pwgsc-tpsgc.gc.ca

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

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7A.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.

7A.4.3 Offeror's Representative (Offeror please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

7A.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.

7A.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada.

7A.7 Call-up Instrument

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

7A.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

7A.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$662,340.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call

ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7A.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2016-04-04) General Conditions - Services (Medium Complexity)
- e) Annex D, Terms of Reference;
- 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 dated _____

7A.11 Certifications

7A.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, 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.

7A.12 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**.

7A.13 Estimates

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

B. RESULTING CONTRACT CLAUSES

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

7B.1 Specification

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

2005 (2016/04/04), General Conditions - Standing Offers - Goods or Services

7B.2.2 Supplemental General Conditions

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

7B.3 Term of Contract

7B.3.1 Period of the Contract

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

7B.4 Proactive Disclosure of Contracts with Former Public Servants

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

7B.5 Payment

7B.5.1 Basis of Payment

Refer to "Annex "A" – Basis of Payment.

7B.5.2 Limitation of Price

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

7B.5.3 Single Payment

SACC *Manual* clause H1000C (2008/05/12) Single Payment

7B.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.

7B.7 Insurance Requirements

Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

Commercial General Liability Insurance

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

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- (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 "A"
BASIS OF PAYMENT
Unit Price Table
Standing Offer Period – 2017/2019

Item	Description	Unit of Measure	Estimated Quantity	Price/ Unit	Total
1a	Construction Inspector Category I (Regular) In Transit	Hour	100	\$ _____	\$ _____
1b	Construction Inspector Category I (Regular) On-site	Hour	1000	\$ _____	\$ _____
1c	Construction Inspector Category I (Overtime) On-site	Hour	100	\$ _____	\$ _____
1d	Construction Inspector Category II (Regular) In Transit	Hour	200	\$ _____	\$ _____
1e	Construction Inspector Category II (Regular) On-site	Hour	2000	\$ _____	\$ _____
1f	Construction Inspector Category II (Overtime) On-site	Hour	200	\$ _____	\$ _____
1g	Construction Inspector Category III (Regular) In Transit	Hour	200	\$ _____	\$ _____
1h	Construction Inspector Category III (Regular) On-site	Hour	2500	\$ _____	\$ _____
1i	Construction Inspector Category III (Overtime) On-site	Hour	200	\$ _____	\$ _____
1j	Construction Inspector Category IV (Regular) In Transit	Hour	200	\$ _____	\$ _____
1k	Construction Inspector Category IV (Regular) On-site	Hour	2000	\$ _____	\$ _____
1l	Construction Inspector	Hour	200	\$ _____	\$ _____

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	Category IV (Overtime) On-site				
2a	Weigher/Checker (Regular) In Transit	Hour	100	\$ _____	\$ _____
2b	Weigher/Checker (Regular) On-Site	Hour	1000	\$ _____	\$ _____
2c	Weigher/Checker (Overtime) On-Site	Hour	200	\$ _____	\$ _____
3a	Dredging Inspector (Regular) In Transit	Hour	100	\$ _____	\$ _____
3b	Dredging Inspector (Regular) On-Site	Hour	2500	\$ _____	\$ _____
3c	Dredging Inspector (Overtime) On-Site	Hour	400	\$ _____	\$ _____
4a	Welding Inspector (Regular) In Transit	Hour	200	\$ _____	\$ _____
4b	Welding Inspector (Regular) On-Site	Hour	100	\$ _____	\$ _____
5a	Expert Resources and additional Inspection	Allowance	1	<u>\$85,000.00</u>	<u>\$85,000.00</u>
5b	Disbursements	Allowance	1	<u>\$5,000.00</u>	<u>\$5,000.00</u>
<u>Total Estimated Amount used for Evaluation</u>		\$ _____			

Note: The estimated quantity is as 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. Within seven (7) days of request from contracting authority and prior to award of Standing Offer Agreement, provide proof that Offeror has an account in good standing with the Provincial Workers Compensation Board/Commission.
2. Within seven (7) days of request from Contracting Authority and prior to award of the Standing Offer Agreement, Offeror must provide proof of \$2 Million General Liability Insurance as specified herein.
3. 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.
4. Have at least one full-time staff capable of assessing qualifications of applicant to meet job specifications and of evaluation performance relevant to requirements. Proof of such is required within seven (7) days of request of Standing Offer Authority and prior to award of Standing Offer Agreement.
5. Have at least five (5) years in resident inspection of marine projects (dredging and/or construction) and/or civil works. Proof of such is required within seven (7) days of request of Standing Offer Authority and prior to award of Standing Offer Agreement.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ANNEX "D"

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.

The 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/safety equipment. Compensation for travel shall be covered by in transit rate.

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 seven (7) 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 full time/part time 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. 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, safety equipment 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, safety glasses, 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, a cell phone with camera 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. Contractor employees are expected to provide to PWGSC their schedule, availability and hours of work at the beginning of each week.

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) Takes and sends photos from work site, to document work and progress taking place.
- 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.
- f) Has knowledge of Microsoft Excel and Word programs, as well as report writing skills.

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 may be at this level due to having an <u>exceptional</u> 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) Collects/Maintains 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.

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EC015-172001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
PWB013

Client Ref. No. - N° de réf. du client
EC015-172001

File No. - N° du dossier
PWB-6-39141

CCC No./N° CCC - FMS No./N° VME

WELDING INSPECTORS

- a) Inspect structural welds and bolted connections work being performed by Contractors to ensure compliance with plans and specifications. Inspector to have CSA W178.2 Welding Inspection Certificate.
- b) Determines quality of materials and workmanship supplied through visual examinations, physical comparison with provided standards of acceptance.
- c) Maintains relevant contract drawings and specification on site to ensure conformance with contract and notifies Project Manager of any discrepancies.
- d) Records project progress in inspection reports, itemising quality and quantity of work. Maintains project log, detailing activity on site in narrative form with complete visual inspection record and photographs.
- f) Has knowledge of Microsoft Excel and Word programs, as well as report writing skills.

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 a unique or specialized inspector.

APPENDIX 'A

Invoice Forms

PWGSC Call-up Against a Standing Offer, 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

- Attach time sheets and call-up with invoice

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 time of inspector 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:

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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.