



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
Bid Fax: (506) 636-4376

INVITATION TO TENDER

APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

All enquiries are to be submitted in writing to the Contracting Officer, Janine Donovan: Email - janine.donovan@pwgsc.gc.ca or Fax No. (506) 636-4376.

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 Brunswick
E2L 2B9

Title - Sujet Inspection Services - N. Denys Bldg	
Solicitation No. - N° de l'invitation EC015-172663/A	Date 2017-02-01
Client Reference No. - N° de référence du client R.051357.001	GETS Ref. No. - N° de réf. de SEAG PW-\$PWB-020-4089
File No. - N° de dossier PWB-6-39184 (020)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-14	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
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: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Dominion Public Building 1045 MAIN ST MONCTON New Brunswick E1C1H1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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

**CONSTRUCTION INSPECTION SERVICES
NICHOLAS DENYS BUILDING – WALL CLADDING REPLACEMENT
BATHURST, NEW BRUNSWICK**

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PWB-6-39184

Buyer ID - Id de l'acheteur
pwb020
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The work under this Service Contract covers the provision of personnel to carry out on-site construction inspection of the re-cladding project at the Nicholas Denys Building in Bathurst, New Brunswick.

This Service Contract will be from April 1, 2017 to July 31, 2018 with an option to extend for four additional two month periods. The services must be provided in accordance with the Terms of Reference attached at Annex "D"

This agreement is subject to the provisions of the Agreement on Internal Trade, 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.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

A0220T - Evaluation of Price (2014-06-26)

2.2 Submission of Bids

Bids 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 bid solicitation.

Late tenders will be returned unopened.

- (a) Bids must be complete and submitted on prescribed tender form;
- (b) Include the tender call number/project number and description of proposed work;
- (c) Include the closing date and time;
- (d) Must be received prior to bid closing time and at the designated place and facsimile number - FACSIMILE NUMBER IS (506-636-4376).

NOTE: FACSIMILE BIDS

Only incorrect handling by the Department of Public Works and Government Services will excuse the delay of responses transmitted by facsimile. Misrouting, traffic volume, weather disturbances, or any cause for the late receipt of such responses are not acceptable.

Bid Receiving
Public Works and Government Services Canada
Room 405
189 Prince William Street
Saint John, New Brunswick
E2L 2B9

NOTE: THIS IS NOT A PUBLIC OPENING

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

2.6 Insurance Requirements – G1007T (2011-05-16)

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".

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

2.7 Workers Compensation Certification - Letter of Good Standing – A0285T (2012-07-16)

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the

Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

It is required that the bids follow the response format/instructions as detailed below:

Section I: Technical Bid

No Technical Bid required as part of this requirement.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "A" Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Basis of Selection - Mandatory Requirements Only

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

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

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2 Additional Certifications/Information required prior to award – Mandatory Requirements

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

- 5.2.1 The Contractor must be a Professional Engineering firm and must have a license to practice in the Province of New Brunswick or an equivalent license.
- 5.2.2 The contractor must certify with a signed statement that it has at least one full-time staff capable of assessing qualifications of applicant to meet job specifications and of evaluation performance relevant to requirements.
- 5.2.3 The Contractor must have at least ten (10) years of experience in resident inspection of construction projects.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract

6.2 Requirement

The Contractor must perform the Work in accordance with the Terms of Reference at Annex "D".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of April 1, 2017 to July 31, 2018.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional two (2) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Janine Donovan
Title: Supply Specialist
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting
Address: 189 Prince William Street
Saint John, New Brunswick
E2L 2B9
Telephone: (506) 636-5347
Facsimile: (506) 636-4376
E-mail address: Janine.donovan@pwgsc.gc.ca

6.5.2 Project Authority

The Project Authority for the Contract is: *Will be made available at time of award*

Name:
Title:
Organization:
Address:

Telephone :
Facsimile:
E-mail address:

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

6.5.3 Contractor's Representative

Name:
Title:
Organization:
Address:

Telephone :
Facsimile:
E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive

disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

Basis of payment is in accordance with Annex "B" and section 12, Payment Period, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity).

6.7.2 Limitation of Price

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

6.7.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10, Invoice Submission, of the 2010C (2016-04-04), General Conditions - Services (Medium Complexity) and Annex A of the Terms of Reference.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04)
- (c) Annex D, Terms of Reference

-
- (d) Annex A, Basis of Payment
 - (e) Any Amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (f) the Contractor's bid dated _____

6.12 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 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 seven (7) days after request from the Contracting Authority and prior to award of Service Contract, 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 Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

Basis of Payment

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.** It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, materials, equipment, supervision, liabilities as employer, insurance, and the use of all tools, tackle, all other disbursements, overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

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

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION PERIODS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF APRIL 1, 2017 TO JULY 31, 2018.

Services Required During Period of Contract: April 1, 2017 to July 31, 2018

Item	Class of Service	Unit of Measurement	Estimated Quantity (EQ)	Price Per Unit (PU)	Extended Amount (EQ x PU) applicable tax(es) extra
1	Category IV (Reg) On-Site	Regular Hour	2,575	\$	\$
2	Category IV (OT) On-Site	Overtime Hour	170	\$	\$
Total Amount for Services from April 1, 2017 to July 31, 2018					\$

Services for First Option Period: August 1, 2018 to September 30, 2018

Item	Class of Service	Unit of Measurement	Estimated Quantity (EQ)	Price Per Unit (PU)	Extended Amount (EQ x PU) applicable tax(es) extra
1	Category IV (Reg.) On-Site	Regular Hour	300	\$	\$
2	Category IV (OT) On-Site	Overtime Hour	20	\$	\$
Total Amount for First Option Period from August 1, 2018 to September 30, 2018					\$

Services for Second Option Period: October 1, 2018 to November 30, 2018

Item	Class of Service	Unit of Measurement	Estimated Quantity (EQ)	Price Per Unit (PU)	Extended Amount (EQ x PU) applicable tax(es) extra
1	Category IV (Reg) On-Site	Regular Hour	300	\$	\$
2	Category IV (OT) On-Site	Overtime Hour	20	\$	\$
Total Amount for Second Option Period from October 1, 2018 to November 30, 2018					\$

Services for Third Option Period: December 1, 2018 to January 31, 2019

Item	Class of Service	Unit of Measurement	Estimated Quantity (EQ)	Price Per Unit (PU)	Extended Amount (EQ x PU) applicable tax(es) extra
1	Category IV (Reg) On-Site	Regular Hour	300	\$	\$
2	Category IV (OT) On-Site	Overtime Hour	20	\$	\$
Total Amount for Third Option Period from December 1, 2018 to January 31, 2019					\$

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Services for Fourth Option Period: February 1, 2019 to March 31, 2019

Item	Class of Service	Unit of Measurement	Estimated Quantity (EQ)	Price Per Unit (PU)	Extended Amount (EQ x PU) applicable tax(es) extra
1	Category IV (Reg) On-Site	Regular Hour	300	\$	\$
2	Category IV (OT) On-Site	Overtime Hour	20	\$	\$
Total Amount for Fourth Option Period from February 1, 2019 to March 31, 2019					\$

Summary

Total Amount for Services from April 1, 2017 to July 31, 2018	\$
Total Amount for First Option Period from August 1, 2018 to September 30, 2018	\$
Total Amount for Second Option Period from October 1, 2018 to November 30, 2018	\$
Total Amount for Third Option Period from December 1, 2018 to January 31, 2019	\$
Total Amount for Fourth Option Period from February 1, 2019 to March 31, 2019	\$
Total Amount for Evaluation	\$

ANNEX "B"

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 Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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- 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [*Department of Justice Act*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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ANNEX "C"

Complete List of Each Individual Who are Currently on the Board of Directors

NOTE TO BIDDERS
WRITE DIRECTORS SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

ANNEX "D"

TERMS OF REFERENCE

TERMS OF REFERENCE FOR PROVISION OF CONSTRUCTION INSPECTION SERVICES

**NICHOLAS DENYS BUILDING – WALL CLADDING REPLACEMENT
PUBLIC SERVICES AND PROCUREMENT CANADA
BATHURST, NB
PROJECT NO. R.051357.001**

Project Background

The project, Re-Cladding the Nicholas Denys Building, is located at 120 Harbourview Boulevard, Bathurst, NB and is currently awarded for construction to General Contractor (Maxim Construction Inc.).

The services must meet the requirements, as stipulated in these specifications.

Public Services and Procurement Canada will only supply those materials as indicated herein.

Conflict of Interest

In order to protect the interest of Canada and avoid conflicts of interest with the inspection services, firms or their affiliates who are currently retained or have been retained by the General Contractor (Maxim Construction Inc.) or any of its affiliates related specifically to this Project will not be considered for retention. The eventual Consultant selected for this inspection project shall not be retained for any services with the Contractor or their affiliates for this project such to avoid conflict of interest.

Qualifications of Bidding Firms

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 manager capable of assessing qualifications of applicant to meet job specifications and of evaluation performance relevant to requirements.
- 3) Have at least ten (10) years in resident inspection of construction projects.

Scope of Work

The project is currently under construction and the contractual substantial completion date is currently set for May 2018. Due to the complexities of phasing the work, there is a strong possibility that the substantial completion is extended. However, in the event of an accelerated schedule and earlier completion date, the number of construction inspection services hours could be reduced.

The work involved in the services will be to provide personnel to carry out on-site construction inspection of a building envelope and window replacement project including partial interior fit-up for swing space.

The scope will encompass the following:

- 1) There will be no day-to-day supervision of inspectors by PSPC personnel.
- 2) The Consultant and its employees will interact with the PSPC Project Manager and/or a PSPC appointed alternate project management representative, who will be the designated representative(s).
- 3) The Consultant will be responsible to provide supervision for the personnel so provided. The Consultant will identify a person capable of liaising with PSPC and is able to instruct employees on the basis of objectives determined by PSPC.
- 4) The normal work week is estimated at 35 hours based on 7 hours per weekday (i.e. 6.5 hours of on-site inspection and 0.5 hours to prepare the daily reports and other administrative duties). However, the Consultant's employees will be expected to not work the same hours from day to day to vary the inspection schedule.
- 5) Hours worked greater than normal will be situation specific and will be subject to prior approval by the Consultant, and from Public Services and Procurement Canada Project Manager for budgeting purpose only. Consultant should be aware that hours of work can be less than 35 hours a week if the General Contractor (Maxim construction Inc.) is working short weeks, dependant on weather conditions or dependant on PSPC's requirements (i.e. if the General Contractor completes the construction early and/or during deficiency repairs). Overtime hours will not be guaranteed however are meant to address potential needs for additional work hours, as determined by PSPC.
- 6) Headquarters area, for contract employees, is defined as the Consultant's regional office.
- 7) The hours shown in this specification are for estimating purposes and may not necessarily reflect the final requirements.
- 8) Upon request, the qualifications of all employees will be submitted to PSPC.
- 9) The Consultant will be responsible, at no additional cost to PSPC, to ensure that its employees are on site with proper New Brunswick Construction Safety Association safety training, clothing and material to carry out their duties. In particular, Personnel Protective Equipment (PPE) for construction as per applicable laws and regulations, and per the General Contractor's (Maxim Construction Inc.) safety orientation and safety requirements such as safety boots, hard hats, safety glasses, high-visibility vest. The Consultant shall also ensure that its employees have proper clothing for wet weather and cold weather.
- 10) The Consultant will be responsible, at no additional cost to PSPC, to ensure that his employees are on site with proper tools and accessories to carry out their duties. In particular, ensure that 7.6 m measuring tape, calculator, drafting scales, digital camera

(minimum of 5 megapixel and capability of printing the date on photos), a mobile phone, a notepad and pen, and other items associated with construction inspection.

- 11) Ensure that all personnel follow proper code of conduct for the position assigned. If a person is deemed unsuitable by the consultant or by PSPC, the Consultant will be responsible to have its employee removed immediately and replaced with a suitable person.
- 12) The Consultant will ensure that hours reported by inspectors are actual hours worked. If the inspector has to leave the construction site, PSPC will need to be made aware at least 48 hours prior to this event.
- 13) The Consultant should plan on providing the inspection services with the same employee on a continuous basis for project continuity, unless otherwise approved in advance by the PSPC.
- 14) USB drives for transmitting photos and other documents between the Consultant and PSPC shall be supplied by PSPC.
- 15) The consultant's employee shall have Noise Level testing instruments (certified and calibrated) supplied by Consultant. The inspector shall be qualified and available to test noise levels. This is to ensure the General Contractor complies with baseline noise level of 85 dB measured at 1.2m from the sound source as specified within the construction project's specification.
- 16) The consultant's employee shall be the first point of contact with the facility manager Brookfield Global Integrated Solutions (BGIS) and the tenant of the building Employment and Social Development Canada (ESDC) when noise complaints are received.

Construction Inspector

- a) Record daily construction activities.
- b) Record General Contractor's (Maxim construction Inc.) work force present including subcontractors on site each day and hours worked if possible, along with weather conditions.
- c) Record the construction progress (from previous day), site cleanliness, deliveries and of any 3rd party inspections.
- d) Photograph progress and construction activities. Photos shall be date-stamped for record purposes. Catalog photos by date and transmit on USB drive at bi-weekly construction meetings. USB drives will be exchanged between Consultant and PSPC every construction meeting.
- e) Monitor for safety issues and record findings, report to PSPC immediately upon discovery of any apparent issue.
- f) Monitor for any work that could potentially disrupt the building tenants (i.e. work that generates noise, dirt, dust, etc.), adjacent property owners, or the public; record findings.
- g) Record and report issues raised by the General Contractor (Maxim construction Inc.) or by Authorities Having Jurisdiction to PSPC immediately.

-
- h) Submit, via e-mail, by 10am the following business day, a daily report in writing that includes relevant photographs (labelled with a number and short description). The report format in MS Word and naming convention will be provided by PSPC.
 - i) Attend bi-weekly construction meetings as required by PSPC.
 - j) Maintain relevant contract drawings and specification on site and notify PSPC of any known discrepancies discovered as part of the day-to-day activities.
 - k) Record and report for documentation purposes or visual interpretation any other request by PSPC.
 - l) Verify noise levels regularly and when requested by the PSPC Project Manager and/or a PSPC appointed alternate project management representative.

CATEGORY IV - Inspector of construction will have a minimum of ten years experience in the construction of complicated buildings (including building envelope projects) or similar engineering projects. If the Contractor has multiple types of candidates available, PWGSC would prefer having an inspector with building construction experience. Inspector must have extensive knowledge of project management principles, standards and codes.

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APPENDIX 'A'

Invoice Forms

The Consultant, when submitting the invoice, will complete the following details on the invoice portion, sign, date and forward the completed form to Public Services and Procurement Canada for payment :

- Contract number
- Inspector's name
- Regular hours worked for the billing period
- Overtime Hours worked for the billing period
- Sub total
- Budget
- Previously Billed on the Budget
- Billings to date
- Remaining Budget