



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**PWGSC/TPSGC Acquisitions Bid  
Receiving/Réception des Soumissions**  
126 Prince William Street/  
126, rue Prince William  
Suite 14B  
Saint John  
New Brunswick  
E2L 2B6  
Bid Fax: (506) 636-4376

**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  
126 Prince William Street/  
126, rue Prince William  
Suite 14B  
Saint John  
New Bruns  
E2L 2B6

<b>Title - Sujet</b> RISO Marine Inspection Svcs-N.B	
<b>Solicitation No. - N° de l'invitation</b> EC373-192785/A	<b>Date</b> 2019-02-19
<b>Client Reference No. - N° de référence du client</b> EC373-192785	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-013-4418
<b>File No. - N° de dossier</b> PWB-8-41122 (013)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-02</b>	
<b>Time Zone Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Johnston, Edward PWB	<b>Buyer Id - Id de l'acheteur</b> pwb013
<b>Telephone No. - N° de téléphone</b> (506)343-6382 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> PSPC/SPAC CONTRACT POLICY&ADMIN. 126 PRINCE WILLIAM ST SAINT JOHN New Brunswick E2L2B6 Canada	
<b>Security - Sécurité</b> 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**

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

**REQUEST FOR STANDING OFFER**  
**TECHNICAL INSPECTION SERVICES**  
**VARIOUS LOCATIONS, NEW BRUNSWICK**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

- 1 Introduction
- 2 Summary
- 3 Debriefings
- 4 **epost Connect Service**

**PART 2 - OFFEROR INSTRUCTIONS**

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

**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 AND ADDITIONAL INFORMATION**

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. Proactive Disclosure of Contracts with Former Public Servants
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

13. Estimates
14. Insurance Requirements

**B. RESULTING CONTRACT CLAUSES**

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

**List of Annexes:**

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

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offer (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 Offeror's Board of Directors and the Terms of Reference.

### **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 construction inspections of marine projects (90%) and other construction projects (10%). The project will involve marine, architectural and 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 Restigouche, Gloucester, Northumberland, Kent and Westmorland Counties, 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".

### **3. Debriefings**

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

### **4. epost Connect service**

This Request for a Standing Offer (RFSO) allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offer electronically. Offerors must refer to Part 2 entitled Offeror Instructions, and Part 3 entitled Offeror Preparation Instructions, of the Request for a Standing Offer (RFSO), for further information.

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

## **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 (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **2. SACC Manual clauses**

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

### **2. Submission of Offers**

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

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

### **ePost Connect**

**To submit an offer using ePost Connect services send as early as possible, and in any case, at least six business days prior to the Request for a Standing Offer (RFSO) closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an ePost Connect conversation. Requests to open an ePost Connect conversation received after that time may not be answered.**

**Note: Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

**Email: [TSPGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TSPGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)**

**NOTE: THIS IS NOT A PUBLIC OPENING**

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

#### 4. Applicable Laws

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

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

#### 5. 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 FPS, offerors 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 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 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*

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

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 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 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 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.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

- If the Offer chooses to submit its offer electronically, Canada requests that the Offer submits its offer in accordance with section 08 of the 2006 standard instructions. Offers must provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.
- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

## **Section I: Financial Offer**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Financial Evaluation**

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to offer 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 to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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 in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

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

## 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.

## 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.

## 2. Additional Certifications Precedent to Issuance of Standing Offer

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

### 2.1 SACC Manual Clauses - Status and Availability of Resources

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

## PART 6 – FINANCIAL CAPABILITY 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

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

## **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 in Annex D

#### **2. Standard Clauses and Conditions**

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

##### **2.1 General Conditions**

2005 (2017-06-21) 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 the period of two (2) years from the Date of Award.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Edward Johnston  
Public Services and Procurement Canada  
Acquisitions Branch  
Real Property Contracting  
126 Prince William  
Saint John, N.B.  
E2L 2B6

Telephone: (506) 343-6382  
Facsimile: (506) 636-4376  
E-mail address: [edward.johnston@pwgsc.gc.ca](mailto:edward.johnston@pwgsc.gc.ca)

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

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

#### **4.2 Project Authority**

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

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

#### **4.3 Offeror's Representative**

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

#### **5. 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. Identified Users**

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

#### **7. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form CF 942.

#### **8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Harmonized Sales Tax included).

#### **9. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$2,554,375.00 (Harmonized Sales Tax extra) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

#### **10. Priority of Documents**

If there is a discrepancy between the wordings 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Supplemental General Conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity);
- e) 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

## **11. Certifications**

### **11.1. Compliance**

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

## **12. 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.

## **13. Estimates**

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

## **14. Insurance Requirements**

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

Supplemental General Conditions 2010C (2018-06-21), General Conditions - Services (Medium Complexity); apply to and form part of the Contract.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

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

### **4. 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.

### **5. Payment**

#### **5.1 Basis of Payment**

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

#### **5.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

#### **5.3 Single Payment**

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

### **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.

### **7. Insurance**

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

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

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

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

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

**ANNEX "A"**  
**BASIS OF PAYMENT - PRICING SCHEDULE**  
**2019/2021 TECHNICAL INSPECTION SERVICES**  
**Restigouche County**

Item	Class of Service	Unit of Measure	Estimated Quantity	Unit Price		Total Price	
				\$	¢	\$	¢
<b><u>Locations within Restigouche County, New Brunswick</u></b>							
1	Inspector Classification III (Reg) On-Site	Regular Hours	3000				
2	Inspector Classification III (OT) On-Site	Overtime Hours	800				
3	Inspector Classification IV (Reg) On-Site	Regular Hours	3000				
4	Inspector Classification IV (OT) On-Site	Overtime Hours	800				
5	Weigher/Checker (Reg) On-Site	Regular Hours	3000				
6	Weigher/Checker (OT) On-Site	Overtime Hours	800				
7	Surveyor	Regular Hours	500				
8	Surveyor	Overtime Hours	100				
9	Welding Inspection	Regular Hours	150				
10	Welding Inspection	Overtime Hours	25				
11	Inspector Classification III – In Transit	Hourly	600				
12	Inspector Classification IV – In Transit	Hourly	600				
13	Weigher/Checker - In Transit	Hourly	600				
14	Surveyor – In Transit	Hourly	600				
15	Welding Inspection - In Transit	Hourly	60				
16	Surveyor – Office hours	Hourly	100				
17	Engineer Oversight for Surveying - Office hours	Hourly	100				
18	Accommodations	Per Night	1000				
<b>Total Estimated Amount used for Evaluation - Restigouche County</b>							\$ _____

**Note: The estimated quantity entered in column five 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.**

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

**ANNEX "A"**  
**BASIS OF PAYMENT - PRICING SCHEDULE**  
**2019/2021 TECHNICAL INSPECTION SERVICES**  
**Gloucester County**

Item	Class of Service	Unit of Measure	Estimated Quantity	Unit Price		Total Price	
				\$	¢	\$	¢
<b><u>Locations within Gloucester County, New Brunswick</u></b>							
1	Inspector Classification III (Reg) On-Site	Regular Hours	3000				
2	Inspector Classification III (OT) On-Site	Overtime Hours	800				
3	Inspector Classification IV (Reg) On-Site	Regular Hours	3000				
4	Inspector Classification IV (OT) On-Site	Overtime Hours	800				
5	Weigher/Checker (Reg) On-Site	Regular Hours	3000				
6	Weigher/Checker (OT) On-Site	Overtime Hours	800				
7	Surveyor	Regular Hours	500				
8	Surveyor	Overtime Hours	100				
9	Welding Inspection	Regular Hours	150				
10	Welding Inspection	Overtime Hours	25				
11	Inspector Classification III – In Transit	Hourly	600				
12	Inspector Classification IV – In Transit	Hourly	600				
13	Weigher/Checker - In Transit	Hourly	600				
14	Surveyor – In Transit	Hourly	600				
15	Welding Inspection - In Transit	Hourly	60				
16	Surveyor – Office hours	Hourly	100				
17	Engineer Oversight for Surveying - Office hours	Hourly	100				
18	Accommodations	Per Night	1000				
<b>Total Estimated Amount used for Evaluation - Gloucester County</b>				\$ _____			

**Note: The estimated quantity entered in column five 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.**

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

**ANNEX "A"**  
**BASIS OF PAYMENT - PRICING SCHEDULE**  
**2019/2021 TECHNICAL INSPECTION SERVICES**  
**Northumberland County**

Item	Class of Service	Unit of Measure	Estimated Quantity	Unit Price		Total Price	
				\$	¢	\$	¢
<b><u>Locations within Northumberland County, New Brunswick</u></b>							
1	Inspector Classification III (Reg) On-Site	Regular Hours	3000				
2	Inspector Classification III (OT) On-Site	Overtime Hours	800				
3	Inspector Classification IV (Reg) On-Site	Regular Hours	3000				
4	Inspector Classification IV (OT) On-Site	Overtime Hours	800				
5	Weigher/Checker (Reg) On-Site	Regular Hours	3000				
6	Weigher/Checker (OT) On-Site	Overtime Hours	800				
7	Surveyor	Regular Hours	500				
8	Surveyor	Overtime Hours	100				
9	Welding Inspection	Regular Hours	150				
10	Welding Inspection	Overtime Hours	25				
11	Inspector Classification III – In Transit	Hourly	600				
12	Inspector Classification IV – In Transit	Hourly	600				
13	Weigher/Checker - In Transit	Hourly	600				
14	Surveyor – In Transit	Hourly	600				
15	Welding Inspection - In Transit	Hourly	60				
16	Surveyor – Office hours	Hourly	100				
17	Engineer Oversight for Surveying - Office hours	Hourly	100				
18	Accommodations	Per Night	1000				
<b>Total Estimated Amount used for Evaluation - Northumberland County</b>						\$ _____	

**Note: The estimated quantity entered in column five 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.**

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

**ANNEX "A"**  
**BASIS OF PAYMENT - PRICING SCHEDULE**  
**2019/2021 TECHNICAL INSPECTION SERVICES**  
**Kent County**

Item	Class of Service	Unit of Measure	Estimated Quantity	Unit Price		Total Price	
				\$	¢	\$	¢
<b><u>Locations within Kent County, New Brunswick</u></b>							
1	Inspector Classification III (Reg) On-Site	Regular Hours	3000				
2	Inspector Classification III (OT) On-Site	Overtime Hours	800				
3	Inspector Classification IV (Reg) On-Site	Regular Hours	3000				
4	Inspector Classification IV (OT) On-Site	Overtime Hours	800				
5	Weigher/Checker (Reg) On-Site	Regular Hours	3000				
6	Weigher/Checker (OT) On-Site	Overtime Hours	800				
7	Surveyor	Regular Hours	500				
8	Surveyor	Overtime Hours	100				
9	Welding Inspection	Regular Hours	150				
10	Welding Inspection	Overtime Hours	25				
11	Inspector Classification III – In Transit	Hourly	600				
12	Inspector Classification IV – In Transit	Hourly	600				
13	Weigher/Checker - In Transit	Hourly	600				
14	Surveyor – In Transit	Hourly	600				
15	Welding Inspection - In Transit	Hourly	60				
16	Surveyor – Office hours	Hourly	100				
17	Engineer Oversight for Surveying - Office hours	Hourly	100				
18	Accommodations	Per Night	1000				
<b>Total Estimated Amount used for Evaluation - Kent County</b>		\$ _____					

**Note: The estimated quantity entered in column five 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.**

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

**ANNEX "A"**  
**BASIS OF PAYMENT - PRICING SCHEDULE**  
**2019/2021 TECHNICAL INSPECTION SERVICES**  
**Westmorland County**

Item	Class of Service	Unit of Measure	Estimated Quantity	Unit Price		Total Price	
				\$	¢	\$	¢
<b><u>Locations within Westmorland County, New Brunswick</u></b>							
1	Inspector Classification III (Reg) On-Site	Regular Hours	3000				
2	Inspector Classification III (OT) On-Site	Overtime Hours	800				
3	Inspector Classification IV (Reg) On-Site	Regular Hours	3000				
4	Inspector Classification IV (OT) On-Site	Overtime Hours	800				
5	Weigher/Checker (Reg) On-Site	Regular Hours	3000				
6	Weigher/Checker (OT) On-Site	Overtime Hours	800				
7	Surveyor	Regular Hours	500				
8	Surveyor	Overtime Hours	100				
9	Welding Inspection	Regular Hours	150				
10	Welding Inspection	Overtime Hours	25				
11	Inspector Classification III – In Transit	Hourly	600				
12	Inspector Classification IV – In Transit	Hourly	600				
13	Weigher/Checker - In Transit	Hourly	600				
14	Surveyor – In Transit	Hourly	600				
15	Welding Inspection - In Transit	Hourly	60				
16	Surveyor – Office hours	Hourly	100				
17	Engineer Oversight for Surveying - Office hours	Hourly	100				
18	Accommodations	Per Night	1000				
<b>Total Estimated Amount used for Evaluation - Westmorland County</b>				\$ _____			

**Note: The estimated quantity entered in column five 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.**

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "A"**  
**BASIS OF PAYMENT - PRICING SCHEDULE**  
**2019/2021 TECHNICAL INSPECTION SERVICES**  
**Total Estimated Amount Used For Evaluation**

<b>Total Estimated Amount used for Evaluation - Restigouche County</b>	\$ _____
<b>Total Estimated Amount used for Evaluation - Gloucester County</b>	\$ _____
<b>Total Estimated Amount used for Evaluation - Northumberland County</b>	\$ _____
<b>Total Estimated Amount used for Evaluation - Kent County</b>	\$ _____
<b>Total Estimated Amount used for Evaluation - Westmorland County</b>	\$ _____
<b><u>Total Estimated Amount</u> used for Evaluation</b>	<b>\$ _____</b>

## ANNEX "B"

### Certifications Precedent to Standing Offer Award

1. Workers' Compensation Certification - Letter of Good Standing  
  
Within seven (7) days and prior to award, provide proof that the Offeror has 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. 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 Minister of 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.
- (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.

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX C**

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

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

Solicitation No. - N° de l'invitation  
EC373-192785/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteu  
PWB013

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

File No. - N° du dossier  
PWB-8-41122

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX D**

**TERMS OF REFERENCE**

PSPC

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

**1.0 INTRODUCTION**

- .1 It is Public Works and Government Services Canada's intent to enter into an agreement, on a required basis, mostly for Marine Construction Inspection, with the successful firm, for a two year agreement.
- .2 The tendered onsite hourly rates for personnel shall cover the hours worked, in accordance with this term of reference and shall include all overhead costs associated with salaries, meals, transportation, technical equipment (phone, fax, computer, etc.), and any other materials and equipment necessary to complete the inspections.
- .3 The tendered in transit hourly rates for personnel shall cover the hours required to drive to and from the worksite, in accordance with this term of reference and shall include all overhead costs associated with salaries, transportation, fuel, technical equipment (phone, GPS, Survey Equipment for the surveyor, etc.). The consultant's nearest office, or the employee's resident, whichever is closest will be the point of departure and return to calculate travel time for each job. Where ferry access is required, include the time to travel on the ferry and any cost associated with this item.
- .4 Surveyor's office tendered hourly rate shall cover hours of work to survey or/and process the survey and submit the processed data to the Departmental Representative by email. Include all overhead costs required to produce a survey plan, 3D Volumes with Cross Sections for different materials . This excludes hydrographic surveys. Departmental Representative will provide a scope of work for each call-up under this standing offer.
- .5 Engineer's Survey Review hourly rate shall cover office hours required to check all surveys and quantity Calculations prior to submitting the package to the Departmental Representative. On occasion the Departmental Representative will ask for expert advise on which will be covered under this item.
- .6 The tendered hourly rates for accommodations shall cover the nightly lodging cost along with incidentals and administration associated with booking and invoicing.
- .7 The services must meet the requirements, as stipulated in theses specifications and Public Service and Procurement Canada will only supply those materials as indicated herein.
- .8 The Successful Consultant Firm will submit a Health and Safety Plan two (2) days after award of the contract of each call-up.

PSPC

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

## **2.0 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 of New Brunswick.
- .2 Have at least one full-time Engineer 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/Structural/Civil engineering projects.

The Offerer submitting the lowest priced offer will be required to submit documentation to demonstrate its compliance with these minimum qualifications within five (5) days of being requested by the Departmental Representative.

## **3.0 CONSULTANTS COST SUBMITTAL**

- .1 Upon receipt of the scope of work, location, the consultant will provide a cost using the unit items bid prices from this standing offer within 48 hours, for review. Submittal must include:
  - .1 Company Logo
  - .2 Company Address
  - .3 Company Contact information
  - .4 Name and contact information of the proposed inspector.

## **4.0 DEFINITIONS**

- .1 Contractor for Construction Stage Personnel means the contractor who successfully bids and is awarded the Construction work outlined in this Terms of Reference.
- .2 Departmental Representative means the PSPC person designated as administering the contract.
- .3 PSPC Project Manager means the PSPC person in charge of the project.
- .4 Construction inspector under this contract means the Technician/Technologist that coordinates the necessary inspection required to monitor the construction items as indicated in the plans and specifications provided, and enforces Provincial and Federal acts and regulations in regards to Health and Safety and Environment.
- .5 PSPC: Public Services and Procurement Canada.

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

**5.0 SCOPE OF WORK**

- .1 There will be no day-to-day supervision of inspectors by Public Services and Procurement Canada, this will be the Construction Inspector's responsibility.
- .2 The Construction Inspector will be responsible to liaison with Public Services and Procurement Canada, and must be able to instruct employees under this contract on the basis of objectives determined by Public Services and Procurement Canada.
- .3 Consultant's employees under this contract will be on a required basis. Departmental Representative will specify inspection requirements with each call-up.
- .4 There may be a requirement to have Consultant's employees available for work within 24 to 48 hours of notification for testing materials.
- .5 The Construction Inspector shall attend construction meetings, as required.
- .6 The hours of work 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 proposed to work on the varies contracts will be submitted to Public Services and Procurement Canada's Departmental Representative.
- .8 The Consultant will be responsible, at no cost to Public Services and Procurement Canada, to ensure that his/her employees are on site with proper clothing and material to carry out their duties. In particular, Personnel Protective Equipment (PPE) for construction safety protection as per applicable safety laws and regulations such as safety boots, hard hats, life jackets, and also ensure that employees have proper clothing for wet weather and cold weather. The following accessories are required on each site; 15m and 5m measuring tapes, calculator, drafting scales, digital camera (minimum of 5 magapixel), laptop with Wordperfect, Word, and Excel applications installed and any other items necessary to do their jobs. The Consultant Firm will also provide Safety Training for the related work to the position and as required by Work Safe New Brunswick and Federal Health and Safety Act and Regulations at no cost to this contract. The Consultant Firm will be responsible for ensuring that all safety plans and hazard assessments related to their Consultant Firm's assignments are carried out and implemented.
- .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 that person removed immediately and replaced with a suitable person.
- .10 The Consultant Firm will ensure that hours reported by the Consultant's employees are actual hours worked. If the inspector has to leave the construction site, PSPC's Departmental Representative will have to be made aware at least 24 hours prior to this event.
- .11 The Consultant Firm will ensure the quality and competence of work performed by their staff to perform this work. Appropriate indemnities should be in place.

PSPC

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

- .12 The Consultant Firm will be responsible to supply qualified, physically fit individuals who are available to work extended hours as required.
- .13 The qualifications of the Consultant's employees must be submitted prior to the contract being awarded.
- .14 The Consultant Firm must comply with the Labour Conditions and Fair Wages and Hours of Labour Act.

**6.0 CATEGORIES OF PERSONNEL**

The following categories of personnel may be required:

**6.1 GENERAL PERFORMANCE STANDARDS FOR ALL INSPECTION PERSONNEL: will include but not necessarily be limited to:**

- .1 Provide on-site supervision and coordination for on-site inspection to ensure compliance to the contract documents.
- .2 Contract quantities are monitored, controlled and neatly recorded.
- .3 At the end of each week, the Construction Inspector will email PSPC's Departmental Representative, the daily inspection reports to document the contractor's activities, contract quantities, personnel, and equipment on site. Reports will include:
  - .1 Daily Work Diary is kept up to date and accurate.
  - .2 Temperature on site in Celcius, and indicate if it's sunny, overcast, raining, .etc.
  - .3 Indicate the stations/locations/items where work took place on that day, and type of work done that day. (Example: Steel pile installation, rebar placement, concrete pours, grading, armour, filter, core material, dredging, etc.)
  - .4 Indicate hours of equipment used and hours of equipment that remained idle. The length of time the equipment was used on which contract item.
  - .5 At the end of each week, the Construction Inspector will email an updated excel spreadsheet to PWGSC's Departmental Representative adding all quantities for that week as per the Contractor's unit price table, and mail the scale slips to PWGSC's office as follows:

Public Services and Procurement Canada  
Attention: Specify PSPC's Project Manager, to the assigned job  
1045 Main Street, Moncton, NB E1C 9V5
- .4 Indicate the Contractor's on-site, worker's names and hours they worked, and on which contract item they worked on, specifying:

PSPC

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

- .1 Foreman
- .2 Labourer
- .3 Equipment Operator
- .4 Other: Specify
  
- .5 It is the construction inspector's responsibility to measure and calculate pay quantities.
- .6 Indicate all non-compliance Health and Safety issues, if any arise.
- .7 Indicate any non-compliance Environmental Issues, if any arise.
- .8 In instances where the contractor's activities are not in compliant to project plans and specifications, the inspector is to bring the non-conformance to the attention of the contractor and the Departmental Representative immediately.
- .9 Daily Work Diary is kept up to date and accurate.
- .10 Departmental Representative is kept up-to-date on work progress and any possible problems.
- .11 On site staff hired through this contract (eg. weigher, checker, etc.) are supervised and assistance/training is given regarding job duties, and ensure they can take breaks as per Work Safe New Brunswick acts and regulations, and enforce their safety.
- .12 General inquiries from the public are responded to in a pleasant and courteous manner and the Public Works and Government Services Canada's Departmental Representative, is notified of any serious concerns.
- .13 Contractor's foreman and/or superintendent are dealt with in a consistent, firm and courteous manner.
- .14 On-site problems/disputes/disagreements are to be resolved between the Construction Inspector and Contractor's foreman.
- .15 Construction trailers are kept clean and organized at all times.
- .16 Must take daily photographs of:
  - .1 Required construction signs.
  - .2 Safety measures.
  - .3 Work being done.
  - .4 Any deficiencies.
  - .5 All digital photos are to be stored on a memory stick that will be submitted at the end of each month with the invoice.

PSPC

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

- .17 Ensure compliance to the environmental requirements of the project specifications. Contact the Departmental Representative if any issues aren't resolved immediately.
- .18 Record any deviations, authorized changed orders in red ink, on a set of record Drawings provided by PSPC.
- .19 Liaison with PSPC's Departmental Representative on the contractor's planned operations and anything that might impact operations.

**6.2 Construction Inspector – Qualifications:**

- .1 Have graduated from a post-secondary institution with a diploma in civil engineering technology with 3-5 years wharf/Bridge construction inspection, or 10 years on the job training in marine inspection relevant to the work mentioned in 2.
  - .1 This individual must have considerable recent experience related in a similar position with particular emphasis on Marine Construction.
- .2 Capable of monitoring the on-site activities of contractors in such areas as: excavation; embankment & suitability of materials; compaction; aggregate production and placement; rebar installation, monitoring concrete pours, dredging, etc Capable of monitoring, environmental protection, Health and Safety and mitigation requirements of construction.
- .3 Must have a valid driver's license.
- .4 Must be prepared to work contractor's hours, when required.
- .5 Familiar with basic survey and layout procedures.
- .6 Must have access to a laptop and be proficient in the use of a personnel computer and a working knowledge of such programs as WordPerfect/Word, Excel.
- .7 Must be capable of working independently with a minimum of supervision.
- .8 Must be physically fit and capable of traversing rough terrain and excavations during construction.

## PSPC

### TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

- .9 Must be completely conversant with the Work Safe New Brunswick's Occupational Health and Safety Acts and Regulations.
- .10 Construction Signs are monitored to meet New Brunswick Department of Transportation and Infrastructure's Workplace Area Traffic Control Manual.

#### 6.3 WEIGHER'S PERFORMANCE STANDARDS WILL INCLUDE BUT NOT NECESSARILY BE LIMITED TO:

- .1 Minimum one year's related experience.
- .2 Possess valid driver's license.
- .3 Able to work Contractor's hours, as required.
- .4 Must be completely conversant with Work Safe New Brunswick Health and Safety Act and Regulations.
- .5 Must have the appropriate Safety Training for this position in accordance to WorkSafe NB.
- .6 Capable of maintaining complete and accurate records of weighed materials.
- .7 Weighs trucks empty to record tare weights at least twice daily.
- .8 Weighs loaded trucks and issues weigh ticket with truck identification, type of material, gross, as well as truck's recent tare, and weight of load. Issue two (2) copies of weigh ticket to trucker for each load and keep one copy for PWGSC.
- .9 Maintains a daily cumulative weigh summary of each material weighed with truck identification gross, tare and net weights, and cumulative totals. Maintains a daily summary for each type or class of material weighed.
- .10 Monitors scales for proper operation.
- .11 Consultant under this contract is responsible to supply the weight tickets.

#### 6.4 CHECKER'S PERFORMANCE STANDARDS WILL INCLUDE BUT NOT NECESSARILY BE LIMITED TO:

- .1 Minimum one year's related experience.
- .2 Possess valid driver's license.
- .3 Able to work Contractor's hours, as required.

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

- .4 Must be physically fit and capable of traversing rough terrain during construction.
- .5 Must be completely conversant with Work Safe New Brunswick Health and Safety Act and Regulations.
- .6 Must have the appropriate Safety Training for this position in accordance to WorkSafe NB.
- .7 Must check trucks delivering materials (fill materials, gravels, asphalts, etc) to project by signing receipt of materials on weigh ticket, and retaining engineer's copy.
- .8 Must record location of dumped material in reference to the nearest station (each truck load.
- .9 Must collect weight tickets from haul vehicles as they deliver materials to site, confirming materials are placed on site and tallying daily/weekly total deliveries.
- .10 Prepares daily and weekly summaries of materials weighed and received on site.

**6.5 SURVEYOR'S PERFORMANCE STANDARDS WILL INCLUDE BUT NOT NECESSARILY BE LIMITED TO:**

- .1 Have graduated from a post-secondary institution with a diploma in civil engineering technology with 3-5 years surveying inspection, or have graduated from an Engineering Program in Surveying and is eligible to Survey in the Province of New Brunswick.
  - .1 Must have experience surveying on marine contracts.
- .3 Possess valid driver's license.
- .4 Must be completely conversant with Work Safe New Brunswick Health and Safety Act and Regulations.
- .5 Must have the appropriate Safety Training for this position in accordance to WorkSafe NB.

**6.6 WELDINGS INSPECTOR'S PERFORMANCE STANDARDS WILL INCLUDE BUT NOT NECESSARILY BE LIMITED TO:**

- .1 Inspection of structural welds and bolted connections work being performed by Contractors to ensure compliance with plans and specifications provided by each Departmental Representative.
- .2 Determines quality of materials and workmanship supplied through visual examinations, physical comparison with provided standards of acceptance.
- .3 Maintain relevant contract drawings and specifications on site to ensure conformance with contract and notify Departmental Representative of any discrepancies.
- .4 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.
- .5 Must have knowledge of Microsoft Excel and Work Programs, as well as report writing skills.

## PSPC

### TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

- .6 Possess valid driver's license.
- .7 Must be completely conversant with Work Safe New Brunswick Health and Safety Act and Regulation
- .8 Must have the appropriate Safety Training for this position in accordance to WorkSafe NB.

#### **7.0 CALL-UPS:**

Process:

- .1 The Department Representative will contact the Consultant Firm to indicate the type of inspection, location, date schedule start time.
- .2 Consultant Firm will submit an Estimate of cost, using bid items and will include a signed integrity form and Waiver from the Consultant Firms, Board of Directors.
- .3 If the Department Representative agrees with the estimate, a call-up will be issued to the Consultant.
- .4 Invoicing cannot exceed the amount indicated in the call-up.
- .5 Payment: See - Invoicing - Appendix "A"

#### **8.0 TERMS OF PAYMENT**

Payment will be made on a monthly basis upon submission of proper invoices in accordance with the following:

##### **8.1 Hourly Rates:**

- .1 The Consultant Firm will be compensated for the supply of personnel at a quoted rate as outlined in the Schedule of Services for each classification. The hourly rate will be full compensation for all the firms cost including payroll, profit, administration and overhead cost associated with this contract.
- .2 The hourly rate for the employees listed in the Unit Price Table shall include all overhead costs associated with salaries, meals, transportation, accommodations, and any other materials and equipment necessary to complete the inspections, materials testing, on-site help, safety gear, etc.
  - .1 Regular hourly rate under this contract is 8 hours per day.
  - .2 Overtime hourly rate is any hour worked above the first 8 hours of the same day.
  - .3 The tendered onsite hourly rates for personnel shall cover the hours worked, in accordance with this term of reference and shall include all overhead costs associated with salaries, meals, transportation, technical equipment (phone, fax, computer, etc.), and any other materials and equipment necessary to complete the inspections.

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

- .4 The tendered in transit hourly rates for personnel shall cover the hours required to drive to and from the worksite, in accordance with this term of reference and shall include all overhead costs associated with salaries, transportation, fuel, technical equipment (phone, GPS, etc.).
- .5 Office hours shall include all required equipment, computers, personnel required to process, or review data in accordance to surveying, and send the information to the Departmental Representative.
- .6 The tendered nightly rates for accommodations shall cover the nightly lodging cost along with incidentals and administration associated with booking and invoicing.
- .3 Only items in the Unit Price Table will be measured for payment. All other work necessary to complete the work will be considered incidental to this contract and will not be measured separately for payment.

**9.0 INVOICING**

- .1 The Consultant will Use Appendix “A” for invoicing. Invoices received without using Appendix “A” will be returned to the Consultant to be corrected.
  - 1. Copies of Original Invoice to go to the Project Manager who initiated the call-up at address specified on each call-up, unless specified otherwise:

**Appendix “A”**

<b>Location : (Indicate location, using bid items associate with each county)</b>					
Item	Description	Unit of Measurement	Quantity	Bid Amount	Total
<b>On Site</b>					
	Inspector Classification III	Regular Hours			
		Overtime Hours			
	Inspector Classification IV	Regular Hours			
		Overtime Hours			
	Weigher/Checker	Regular Hours			
		Overtime Hours			
	Surveyor	Regular Hours			
		Overtime Hours			
	Welding Inspector	Regular Hour			
		Overtime Hours			
<b>In Transit</b>					

PSPC

TERMS OF REFERENCE FOR PROVISION OF TECHNICAL INSPECTION SERVICES AT Various Locations within the Counties of Restigouche, Gloucester, Northumberland, Kent and Westmorland, in the Province of New Brunswick

Project No. R.103526.001

	Inspector Classification III	Hourly			
	Inspector Classification IV	Hourly			
	Weigher/Checker	Hourly			
	Surveyor	Hourly			
	Welding Inspector	Hourly			
Heure de Bureau					
	Surveyor	Hourly			
	Engineer oversight for Surveying	Hourly			
Accomodations					
	Accomodations	Per Night			

*The End*