

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving Box/Boîte de Réception des Soumissions

1st Floor/1^{ère} étage, Suite 1212
100-1045 Main Street
Moncton

New Brunswick

E1C 1H1

Bid Fax: (506) 851-6759

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

Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)
1045 Main Street / 1045, rue Main
Moncton
New Bruns
E1C 1H1

Title - Sujet Technical Inspection Services - NB	
Solicitation No. - N° de l'invitation EC373-212602/A	Date 2021-04-14
Client Reference No. - N° de référence du client EC373-212602	GETS Ref. No. - N° de réf. de SEAG PW-\$PWJ-004-5985
File No. - N° de dossier PWJ-0-43179 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-05-18 Heure Avancée de l'Atlantique HAA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Johnston (PWJ), Edward	Buyer Id - Id de l'acheteur pwj004
Telephone No. - N° de téléphone (506)343-6382 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PSPC/SPAC CONTRACT POLICY & ADMIN. 126 PRINCE WILLIAM STREET SAINT JOHN New Brunswick E2L2B6 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

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EC373-212602/A
Client Ref. No. - N° de réf. du client
EC373-212602

Amd. No. - N° de la modif.
File No. - N° du dossier
PWJ-0-43179

Buyer ID - Id de l'acheteur
PWJ004
CCC No./N° CCC - FMS No./N° VME

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ANNEX "B"

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ANNEX "C"

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

ANNEX "D" TERMS OF REFERENCE

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The Annexes include the Basis of Payment, Certifications Precedent To Standing Offer Award, the Security Requirements Check List, a Reminder to submit a Complete List of names of all individual who are currently directors of the Offeror, Voluntary Certification To Support The Use Of Apprentices and the Statement of Work.

1.2 Summary

This Request for a Standing Offer (RFSO) is to establish a Regional Standing Offer (RISO) for services to provide personnel to carry out on-site construction inspections of marine projects and other construction projects. 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 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 followed by the option to extend for (2) two additional one year terms in accordance with the Terms of Reference attached as Annex "D".

1.3 Debriefings

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

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020/05/28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Offers by facsimile will be accepted. Facsimile number is Facsimile number: (506) 851-6759

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

2.3 Former Public Servant

Former Public Servant - Competitive - Offer

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

(Derived from - Provenant de: M3025T, 2020/05/04)

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Financial Offer

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

Offerors will be evaluated on the basis of the lowest overall Total Estimated Cost in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Estimated Cost will be calculated using the estimated usage figures on each of the **Unit Price Tables (See Annex "A")**.

4.1.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

5.2.1 Workers Compensation Certification - Letter of Good Standing

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

The Bidder must provide, within 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.

(Derived from - Provenant de: A0285T, 2012/07/16)

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer

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 herein.

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

(Derived from - Provenant de: M9015T, 2016/01/28)

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Terms of Reference at Annex "D".

7.2 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.

7.2.1 General Conditions

2005 (2017/06/21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from June 01, 2021 to May 31, 2023.

7.3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for (2) two additional one year terms, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4 Authorities

7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Edward Johnston
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 126 Prince William Street
Saint John, NB
E2L 2B6
Telephone: (506) 343-6382
Facsimile: (506) 851-6759
E-mail address: edward.johnston@pwgsc-tpsgc.gc.ca

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

7.4.2 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.

7.4.3 Offeror's Representative (Offeror please complete)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.5 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: 2019-01 of the Treasury Board Secretariat of Canada.

(Derived from - Provenant de: A3025C, 2020/05/04)

7.6 Identified Users

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

7.7 Call-up Instrument

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

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Applicable Taxes included).

7.9 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$2,330,000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 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.

(Derived from - Provenant de: M4506C, 2013/04/25)

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2020/05/28), General Conditions - Services (Medium Complexity);
- e) Annex D, Terms of Reference;
- f) Annex A, Basis of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer dated _____

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 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**

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

7.1 Statement of Work (Terms of Reference)

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services

7.2.2 Supplemental General Conditions

[2010C](#) (2020/05/28), [General Conditions - Services \(Medium Complexity\)](#) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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: 2019-01 of the Treasury Board Secretariat of Canada.
(Derived from - Provenant de: A3025C, 2020/05/04)

7.5 Payment

7.5.1 Basis of Payment

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

7.5.2 Limitation of Price

SACC Manual clause C6000C (2017/08/17) Limitation of price

7.5.3 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

7.6 Insurance Requirements

7.6.1 Insurance – Specific Requirements

Insurance - Specific Requirements

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

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

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

(Derived from - Provenant de: G1001C, 2013/11/06)

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.
 - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

ANNEX "A"
BASIS OF PAYMENT - PRICING SCHEDULE
TECHNICAL INSPECTION SERVICES

INSTRUCTIONS: Complete the bid forms only for the Service Areas that your firm is interested in bidding on. All three (3) bid forms shall be completed for each service area. Tendered hourly rates provided in the bid forms shall be exclusive of HST. OFFERORS SHALL NOT ALTER THIS BID FORM

<i>(Southwestern NB 1 of 3)</i>				
Service Area: Southwestern NB				
Counties: Charlotte, Saint John, Kings, Queens, Sunbury, York, Carleton				
Validity: June 1, 2021 through May 31, 2023				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
SW-SE- 21/22	Senior Engineer	300		
SW-CI- 21/22	Construction Inspector	7000		
SW-WE- 21/22	Weigher	3000		
SW-CH- 21/22	Checker	3000		
SW-SV- 21/22	Surveyor	300		
SW-WI- 21/22	Welding Inspector	500		
SW-PI- 21/22	Pile Driving Inspector	1000		
TOTAL				

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(Southwestern NB 2 of 3)				
Service Area: Southwestern NB				
Counties: Charlotte, Saint John, Kings, Queens, Sunbury, York, Carleton				
Validity: June 1, 2023 through May 31, 2024 (Optional Term)				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
SW-SE-22/23	Senior Engineer	150		
SW-CI-22/23	Construction Inspector	3500		
SW-WE-22/23	Weigher	1500		
SW-CH-22/23	Checker	1500		
SW-SV-22/23	Surveyor	150		
SW-WI-22/23	Welding Inspector	250		
SW-PI-22/23	Pile Driving Inspector	500		
TOTAL				

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Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
SW-SE-23/24	Senior Engineer	150		
SW-CI-23/24	Construction Inspector	3500		
SW-WE-23/24	Weigher	1500		
SW-CH-23/24	Checker	1500		
SW-SV-23/24	Surveyor	150		
SW-WI-23/24	Welding Inspector	250		
SW-PI-23/24	Pile Driving Inspector	500		
TOTAL				

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<i>(Southeastern NB 1 of 3)</i>				
Service Area: Southeastern NB				
Counties: Albert, Westmorland, Kent, Northumberland				
Validity: June 1, 2021 through May 31, 2023				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
SE-SE-21/22	Senior Engineer	300		
SE-CI-21/22	Construction Inspector	7000		
SE-WE-21/22	Weigher	3000		
SE-CH-21/22	Checker	3000		
SE-SV-21/22	Surveyor	300		
SE-WI-21/22	Welding Inspector	500		
SE-PI-21/22	Pile Driving Inspector	1000		
TOTAL				

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ANNEX "A"
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TECHNICAL INSPECTION SERVICES

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<i>(Southeastern NB 2 of 3)</i>				
Service Area: Southeastern NB				
Counties: Albert, Westmorland, Kent, Northumberland				
Validity: June 1, 2023 through May 31, 2024 (Optional Term)				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
SE-SE-22/23	Senior Engineer	150		
SE-CI-22/23	Construction Inspector	3500		
SE-WE-22/23	Weigher	1500		
SE-CH-22/23	Checker	1500		
SE-SV-22/23	Surveyor	150		
SE-WI-22/23	Welding Inspector	250		
SE-PI-22/23	Pile Driving Inspector	500		
TOTAL				

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Service Area: Southeastern NB				
Counties: Albert, Westmorland, Kent, Northumberland				
Validity: June 1, 2024 through May 31, 2025 (Optional Term)				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
SE-SE-23/24	Senior Engineer	150		
SE-CI-23/24	Construction Inspector	3500		
SE-WE-23/24	Weigher	1500		
SE-CH-23/24	Checker	1500		
SE-SV-23/24	Surveyor	150		
SE-WI-23/24	Welding Inspector	250		
SE-PI-23/24	Pile Driving Inspector	500		
TOTAL				

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<i>(Northern NB 1 of 3)</i>				
Service Area: Northern NB				
Counties: Restigouche, Victoria, Madawaska, Gloucester				
Validity: June 1, 2021 through May 31, 2023				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
N-SE-21/22	Senior Engineer	100		
N-CI-21/22	Construction Inspector	2000		
N-WE-21/22	Weigher	1000		
N-CH-21/22	Checker	1000		
N-SV-21/22	Surveyor	100		
N-WI-21/22	Welding Inspector	200		
N-PI-21/22	Pile Driving Inspector	300		
TOTAL				

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<i>(Northern NB 2 of 3)</i>				
Service Area: Northern NB				
Counties: Restigouche, Victoria, Madawaska, Gloucester				
Validity: June 1, 2023 through May 31, 2024 (Optional Term)				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
N-SE-22/23	Senior Engineer	50		
N-CI-22/23	Construction Inspector	1000		
N-WE-22/23	Weigher	500		
N-CH-v	Checker	500		
N-SV-22/23	Surveyor	50		
N-WI-22/23	Welding Inspector	100		
N-PI-22/23	Pile Driving Inspector	150		
TOTAL				

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<i>(Northern NB 3 of 3)</i>				
Service Area: Northern NB				
Counties: Restigouche, Victoria, Madawaska, Gloucester				
Validity: June 1, 2024 through May 31, 2025 (Optional Term)				
Item	Classification	(A) Estimated Hours*	(B) All-Inclusive Hourly Rate**	(C = A x B) Total
N-SE-23/24	Senior Engineer	50		
N-CI-23/24	Construction Inspector	1000		
N-WE-23/24	Weigher	500		
N-CH-23/24	Checker	500		
N-SV-23/24	Surveyor	50		
N-WI-23/24	Welding Inspector	100		
N-PI-23/24	Pile Driving Inspector	150		
TOTAL				

* Estimated hours are approximated for the purpose of this Request for Standing Offer. No guarantee for the minimum number of hours is expressed or implied.

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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. Proof of liability insurance for a minimum amount of two million (\$2,000,000) as specified.
3. Minimum Qualifications Checklist. Offerors are to complete this checklist and include it with the bid submission.

ANNEX B – Minimum Qualifications Checklist Request for Standing Offer – Technical Inspection Services

INSTRUCTIONS: Offerors are to complete this checklist and include it with the bid submission. Offerors who do not meet the minimum qualifications will not be considered for this Standing Offer. The successful proponent(s) will be required to submit documentation to demonstrate compliance with the minimum qualifications of the firm and key personnel within five (5) days upon request from the Departmental Representative.

OFFERORS SHALL NOT ALTER THIS BID FORM

By checking <input checked="" type="checkbox"/> the boxes below, the firm named above confirms that the firm and personnel to be assigned to the Standing Offer by the firm meet the minimum qualifications described in the Request for Standing Offer		
Item	Classification / Qualification	Minimum Qualifications Met
Firm <i>(must meet all qualifications)</i>		
F-1	<ul style="list-style-type: none"> Multi-disciplinary engineering consulting firm, licensed to practice in the Province of New Brunswick; 	<input type="checkbox"/>
F-2	<ul style="list-style-type: none"> Have at least one (1) established office location within the Province of New Brunswick; and 	<input type="checkbox"/>
F-3	<ul style="list-style-type: none"> Have at least two (2) permanent, full-time Professional Engineers (registered in the Province of New Brunswick) on staff, each with a minimum of ten (10) years' experience in design and construction of civil engineering infrastructure. 	<input type="checkbox"/>
All Personnel <i>(must meet all qualifications)</i>		
AP-1	<ul style="list-style-type: none"> Possess a valid driver's license; Possess or be eligible to apply for a valid Canadian passport (required for the Southeastern NB Service Area); Understand and comply with the New Brunswick Occupational Health and Safety Act and Regulations and have appropriate safety training; Be capable of working independently with minimum supervision; Be available to work the hours of the Contractor; Be physically fit and capable of traversing around construction sites (e.g. excavations, ladders, etc.), quarries, marine environments, and/or other areas that may have challenging terrain; and Be proficient in the use of technology including, but not limited to: computers, smart phones, email, word processing, and spreadsheets. 	<input type="checkbox"/>

By checking ☒ the boxes below, the firm named above confirms that the firm and personnel to be assigned to the Standing Offer by the firm meet the minimum qualifications described in the Request for Standing Offer

Item	Classification / Qualification	Minimum Qualifications Met
Senior Engineer <i>(must meet all qualifications)</i>		
SE-1	<ul style="list-style-type: none"> Graduate of a post-secondary institution with a degree in civil engineering and a minimum of ten (10) years' recent experience; and 	<input type="checkbox"/>
	<ul style="list-style-type: none"> Be a registered Professional Engineer, licenced to practice in the Province of New Brunswick. 	<input type="checkbox"/>
Construction Inspector <i>(must meet at least one qualification)</i>		
CI-1	<ul style="list-style-type: none"> Graduate of a post-secondary institution with a diploma or degree in civil engineering and a minimum of five (5) years' recent experience as a Construction Inspector; or 	<input type="checkbox"/>
CI-2	<ul style="list-style-type: none"> Have a minimum of ten (10) years' recent on-the-job experience as a Construction Inspector. 	<input type="checkbox"/>
Weigher <i>(must meet all qualifications)</i>		
WE-1	<ul style="list-style-type: none"> High school diploma or equivalent; and 	<input type="checkbox"/>
WE-2	<ul style="list-style-type: none"> Have a minimum of five (5) years' recent on-the-job experience in construction. 	<input type="checkbox"/>
Checker <i>(must meet all qualifications)</i>		
CH-1	<ul style="list-style-type: none"> High school diploma or equivalent; and 	<input type="checkbox"/>
CH-2	<ul style="list-style-type: none"> Have a minimum of five (5) years' recent on-the-job experience in construction. 	<input type="checkbox"/>
Surveyor <i>(must meet all qualifications)</i>		
SV-1	<ul style="list-style-type: none"> Graduate of a post-secondary institution with a diploma or degree in geomatics or surveying and a minimum of five (5) years' recent experience as a Surveyor; and 	<input type="checkbox"/>
SV-2	<ul style="list-style-type: none"> Be registered as a New Brunswick Land Surveyor. 	<input type="checkbox"/>
Welding Inspector <i>(must meet at least one qualification)</i>		
WI-1	<ul style="list-style-type: none"> Graduate of a post-secondary institution with a diploma welding technology and a minimum of one (1) year recent experience as a Welding Inspector; or 	<input type="checkbox"/>

By checking <input checked="" type="checkbox"/> the boxes below, the firm named above confirms that the firm and personnel to be assigned to the Standing Offer by the firm meet the minimum qualifications described in the Request for Standing Offer		
Item	Classification / Qualification	Minimum Qualifications Met
WI-2	<ul style="list-style-type: none">▪ Possess CSA W178.2 Welding Inspector Certification (Level 2 or greater) from the Canadian Welding Bureau (CWB); or	<input type="checkbox"/>
WI-3	<ul style="list-style-type: none">▪ Have a minimum of ten (10) years' recent on-the-job experience as a Welding Inspector.	<input type="checkbox"/>
Pile Driving Inspector		
PI-1	<ul style="list-style-type: none">▪ Graduate of a post-secondary institution with a diploma or degree in civil or geotechnical engineering and a minimum of five (5) years' recent experience in dynamic pile monitoring / testing; or	<input type="checkbox"/>
PI-2	<ul style="list-style-type: none">▪ Have a minimum of ten (10) years' recent on-the-job experience as a Pile Driving Inspector.	<input type="checkbox"/>

Buyer ID - Id de l'acheteur
PWJ004
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation
EC373-212602/A
Client Ref. No. - N° de réf. du client
EC373-212602

Amd. No. - N° de la modif.
File No. - N° du dossier
PWJ-0-43179

Buyer ID - Id de l'acheteur
PWJ004
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

TERMS OF REFERENCE


1.0 PURPOSE

The purpose of this Request for a Standing Offer is to establish agreements with qualified engineering firms for the provision of Technical Inspection Services in three (3) distinct geographic Service Areas within the province of New Brunswick.

The term of each agreement will be two (2) years, with an option to extend an additional two (2) years at the sole discretion of Public Services and Procurement Canada (PSPC).

2.0 SERVICE AREAS

Three (3) distinct geographical Service Areas have been established for this Standing Offer by County as follows:

	Southwestern NB	Charlotte (3) Saint John (11) Kings (6) Queens (9) Sunbury (12) York (15) Carleton (2)
	Southeastern NB	Albert (1) Westmorland (14) Kent (5) Northumberland (8)
	Northern NB	Restigouche (10) Victoria (13) Madawaska (7) Gloucester (4)

Interested firms are invited to bid on one or more Service Areas, but only one contract will be awarded per Service Area. A firm can be awarded more than one service area.

3.0 DEFINITIONS

Construction Inspection Reports: reports that document observations during the course of construction, including equipment, work forces, weather, etc.

Construction Site Inspector: personnel assigned by the Consultant to perform Construction Inspection duties on behalf of PSPC.

Consultant: organization that is contracted by PSPC to provide technical and/or engineering services related to a construction project.

Contract Documents: all documents that form part of the contract including, but not limited to: specifications, drawings, statements of work, contract, purchase orders, change orders, etc.

Contractor: organization that is contracted by PSPC to deliver a construction project.

Departmental Representative: the PSPC representative responsible to deliver a project or service on behalf of the Government of Canada (e.g. PSPC Project Manager).

Project Documents: includes Contract Documents, proposals, minutes of meetings, requests for information, emails, health and safety plans, shop drawings, etc.

PSPC Project Manager: primary contact for the Consultant and Contractor representing PSPC.

Tombstone Data: basic data relevant to the project including, but not limited to, project name, project description, project number, inspector name, site plan, etc.

4.0 ROLES, QUALIFICATIONS, AND RESPONSIBILITIES

4.1 Qualifications of the Firm

Firms interested in bidding on this Standing Offer will have all of the following minimum qualifications:

- 1) Multi-disciplinary engineering consulting firm, licensed to practice in the Province of New Brunswick;
- 2) Have at least one (1) established office location within the Province of New Brunswick; and
- 3) Have at least two (2) permanent, full-time Professional Engineers (registered in the Province of New Brunswick) on staff, each with a minimum of ten (10) years' experience in design and construction of civil engineering infrastructure.

The successful proponent(s) will be required to submit documentation to demonstrate compliance with the minimum qualifications of the firm and key personnel within five (5) days upon request from the Departmental Representative.

4.2 Classifications of Key Personnel

There are seven (7) classifications of personnel under this Standing Offer as follows:

- 1) Senior Engineer
- 2) Construction Inspector
- 3) Weigher
- 4) Checker
- 5) Surveyor
- 6) Welding Inspector
- 7) Pile Driving Inspector

The following sections describe the roles, qualifications, and responsibilities, for the classifications of personnel required under this Standing Offer.

4.2.1 Minimum Qualifications

Personnel assigned to fulfil any of the roles under this Standing Offer must:

- 1) Possess a valid driver's license;
- 2) Possess or be eligible to apply for a valid Canadian passport (required for the Southeastern NB Service Area);
- 3) Understand and comply with the New Brunswick Occupational Health and Safety Act and Regulations and have appropriate safety training;
- 4) Be capable of working independently with minimum supervision;
- 5) Be available to work the hours of the Contractor;
- 6) Be physically fit and capable of traversing around construction sites (e.g. excavations, ladders, etc.), quarries, marine environments, and/or other areas that may have challenging terrain; and
- 7) Be proficient in the use of technology including, but not limited to: computers, smart phones, email, word processing, and spreadsheets.

4.2.2 Professional Conduct

Personnel assigned to work under this Standing Offer are expected to be collaborative and act with the utmost integrity, respect, and professionalism when working with Contractors, PSPC, the public, and for any other interactions

required to fulfil the work requirements. This includes face-to-face interactions, large or small group meetings, and all written communications.

Professional conduct shall be maintained even in the face of difficult interactions and challenging situations. Personnel shall make every effort to resolve issues or disputes in a consistent and courteous manner to avoid escalation.

The Consultant will be responsible to replace personnel who do not demonstrate professional conduct with a suitable alternative immediately upon request of the Departmental Representative.

4.3 Senior Engineer

4.3.1 Role

The Senior Engineer will act as the primary point of contact for the PSPC Project Manager for all individual call-ups under this Standing Offer. The role of the Senior Engineer is to evaluate the project requirements and to assign, coordinate, supervise, mentor, and coach key personnel during the course of the work. The Senior Engineer will also be responsible for all administrative functions under this Standing Offer (e.g. provision of quotes, reporting, invoicing, etc.).

4.3.2 Qualifications

The minimum qualifications of the Senior Engineer are as follows:

- 1) Graduate of a post-secondary institution with a degree in civil engineering and a minimum of ten (10) years' recent experience; and
- 2) Be a registered Professional Engineer, licenced to practice in the Province of New Brunswick.

Other combinations of education and experience will be considered at the sole discretion of PSPC depending on the requirements and complexity of the project and the services required.

4.3.3 Responsibilities

- 1) Review Project Documents to become familiar with the project, the project team, scope of services, reporting requirements, etc.;
- 2) Evaluate the project requirements and assign appropriate Construction Inspectors, Weighers, Checkers, Surveyors, and other team members based upon their expertise, experience, and workload;

- 3) Prepare quotes for individual call-ups under the Standing Offer;
- 4) Ensure all employees assigned to this Standing Offer have appropriate qualifications, training, and experience required to perform the work (i.e. technical and safety);
- 5) Participate in project start-up and progress meetings;
- 6) Coordinate, supervise, provide technical support, coach, and mentor Construction Inspectors, Weighers, Checkers, Surveyors, and other team members;
- 7) Review all reports (e.g. inspection, material quantity, etc.) prepared by key personnel to ensure conformance with the Terms of Reference and standards of practice;
- 8) Be available to respond to the PSPC Project Manager's phone calls, email, text messages, and other correspondence at all times;
- 9) Provide advice to the PSPC Project Manager as it relates to issues that become apparent during construction activities;
- 10) Prepare interim (weekly and monthly) progress reports for inspection and/or material quantities as requested by the PSPC Project Manager;
- 11) Contribute to the preparation of all deficiency reports, interim, preliminary, and final, in collaboration with the PSPC Project Manager and other team members;
- 12) Prepare and submit final reports as required; and
- 13) Prepare and submit invoices on a monthly basis (or other agreed upon frequency).

4.4 Construction Inspector

4.4.1 Role

The role of the Construction Inspector is to monitor and report on all aspects of construction on behalf of the PSPC Project Manager to ensure work is completed in accordance with the Contract Documents.

4.4.2 Qualifications

The minimum qualifications of the Construction Inspector are as follows:

- 1) Graduate of a post-secondary institution with a diploma or degree in civil engineering and a minimum of five (5) years' recent experience as a Construction Inspector; or
- 2) Have a minimum of ten (10) years' recent on-the-job experience as a Construction Inspector.

Other combinations of education and experience will be considered at the sole discretion of PSPC depending on the requirements and complexity of the project and the services required.

4.4.3 Responsibilities

The responsibilities of the Construction Inspector include, but are not limited to:

- 1) Review Project Documents to become familiar with the project, the project team, scope of services, reporting requirements, etc.;
- 2) Maintain copies of the most recent Project Documents on-site, including drawings, specifications, shop drawings, site instructions, change orders, etc.;
- 3) Prepopulate Construction Inspection Reports with project tombstone data;
- 4) Participate in project start-up and progress meetings;
- 5) Participate in safety orientation and daily toolbox talks, generally delivered by the Contractor who is performing the work;
- 6) While on-site, be available to respond to the PSPC Project Manager's phone calls, email, text messages, and other correspondence at all times;
- 7) Actively observe and photographically document the construction tasks being undertaken and evaluate conformance / non-conformance to the Contract Documents;
- 8) Verify and record quantities of materials incorporated into the work;
- 9) Mark up a set of record drawings as construction progresses, noting any deviations from the original drawings in red ink;
- 10) Prepare Construction Inspection Reports, summarizing the progress of the work, material quantities incorporated into the work, noting all non-conformances observed, and recording relevant conversations between the Construction Inspector and the Contractor;
- 11) Contact the PSPC Project Manager if any questions or concerns arise during the course of the work and/or to report site issues or non-conformances in the work that require immediate action;
- 12) Facilitate communication and flow of information between all parties involved in the project, including the Contractors, Consultants, and PSPC;
- 13) Coordinate with Weighers, checkers, surveyors, and/or materials testing personnel as required;
- 14) Notify the PSPC Project Manager of materials testing requirements and observe / report on initial results;
- 15) Distribute Construction Inspection Reports on a daily basis to the PSPC Project Manager (and Contractor) via email, complete with photographs and other supporting information as required; and

- 16) Prepare daily timesheet and obtain sign-off by the Contractor for all hours present on-site.

4.4.4 Limitations of Responsibilities

The Construction Inspector shall not:

- 1) Authorize deviations from the Contract Documents;
- 2) Conduct materials testing;
- 3) Approve shop drawings or samples;
- 4) Accept or reject any work or portions of the work; or
- 5) Stop the work (except in the case of an emergency).

4.4.5 Construction Photos

The Construction Inspector shall take photos during construction to sufficiently document the progress of the work. Photos should be taken at various angles and distances to adequately capture the 'essence' of what is taking place on-site and to document existing and as-built conditions. Photo examples include, but are not limited to:

- Existing conditions (e.g. prior to construction)
- Unforeseen conditions (e.g. subsurface conditions)
- Deficiencies in the work
- Pre-concealed conditions (e.g. reinforcing steel prior to concrete pour)
- Damage caused by construction
- As-built conditions

Photos must be a minimum of 200dpi and be provided in JPEG format. Photos must be uploaded to the PSPC Project Manager on a weekly basis or as requested. Photos should be organized by project and by date.

Upon completion of the work, a complete and organized photo directory shall be provided as part of the final reporting requirements.

4.4.6 Construction Inspection Reports

Construction Inspection Reports are to be submitted electronically to the PSPC Project Manager on a daily basis via email unless agreed otherwise. At a minimum, Construction Inspection Reports must include the following information:

- Project Description
- PSPC Project Number
- Prime Contractor
- Sub-Contractors
- Date of report
- Name of Construction Inspector
- Prime Consultant
- Description of weather on the day of the report (i.e. temperature, precipitation, cloud cover, wind, etc.)
- Times present on-site
- Summary of Contractor's forces on-site (i.e. name of foreman, number of labourers, number of operators, number and types of trades, hours on-site, etc.)
- Equipment summary (i.e. equipment descriptions, operating hours, idle hours)
- Materials summary (i.e. types and quantity of materials on-site, description of how it is stored, quantity of materials incorporated into the work)
- Description of work activities
 - Stations, locations, or areas of work
 - Type of work tasks completed
 - Deficiencies or non-conformances in the work
 - Site issues encountered
- Record of conversations with the Contractor's foreman or other workers
- Record of any visitors to the site, purpose (e.g. materials testing), and findings / results (if applicable)
- Description of observed unsafe conditions and corrective actions taken
- Description of observed environmental issues and corrective actions taken

Within ten (10) days of award of Contract, the successful proponent(s) will submit a sample Construction Inspection Report to the Departmental Representative for review. The Departmental Representative will review the Construction Inspection Report and provide feedback to be incorporated into the document by the Consultant. The revised Construction Inspection Report will be used as a template for future call-ups.

The Consultant shall modify the template from time to time as requested by the Departmental Representative to accommodate project circumstances.

4.5 Weigher

4.5.1 Role

The role of the Weigher is to verify, weigh, record, and summarize material quantities as they are loaded into trucks at the point of origin for delivery to the project site. This role generally works in unison with the Checker, who confirms that said materials are actually incorporated into the work.

4.5.2 Qualifications

The minimum qualifications of the Weigher are as follows:

- 1) High school diploma or equivalent; and
- 2) Have a minimum of five (5) years' recent on-the-job experience in construction;

Other combinations of education and experience will be considered at the sole discretion of PSPC depending on the requirements and complexity of the project and the services required.

4.5.3 Responsibilities

- 1) Review Project Documents to become familiar with the project, the project team, scope of services, reporting requirements, etc.;
- 2) Be available to respond to phone calls, email, text messages, and other correspondence at all times while on-site;
- 3) Prepopulate weight slips or tickets and summary spreadsheets with project tombstone data;
- 4) Operate computerized vehicle weight scale;
- 5) Record information for incoming trucks (i.e. licence plate, fleet number, time in, tare weight)
- 6) Observe and record type of material being taken (e.g. screened topsoil);
- 7) Observe and record general area (e.g. top of stockpile) from which the material is taken;
- 8) Record information for outgoing trucks (i.e. licence plate, fleet number, time out, gross weight, material type, net weight) and sign off;
- 9) Provide truck drivers with two (2) copies of completed weight slips or tickets and retain original;
- 10) Input and maintain all relevant truck and material information into summary spreadsheets, including cumulative totals of materials leaving the weigh scales;

- 11) Prepare and submit reports summarizing construction material quantities incorporated into the work on a daily basis for each type of material; and
- 12) Coordinate with Checker as required to ensure there are no discrepancies in material quantities delivered to the site.

4.6 Checker

4.6.1 Role

The role of the Checker is to verify, record, and summarize material quantities as they are unloaded from trucks at the point of destination and incorporated into the work. This role generally works in unison with the Weigher, who records the type and quantity of materials at the point of origin.

4.6.2 Qualifications

The minimum qualifications of the Checker are as follows:

- 1) High school diploma or equivalent; and
- 2) Have a minimum of five (5) years' recent on-the-job experience in construction;

Other combinations of education and experience will be considered at the sole discretion of PSPC depending on the requirements and complexity of the project and the services required.

4.6.3 Responsibilities

- 1) Review Project Documents to become familiar with the project, the project team, scope of services, reporting requirements, etc.;
- 2) Be available to respond to phone calls, email, text messages, and other correspondence at all times while on-site;
- 3) Receive all incoming trucks at the project site;
- 4) Review weight slips or tickets for incoming trucks and verify that information is correct;
- 5) Observe and record general area (e.g. gridline or station) where the material is offloaded, material type, time of day, etc.;
- 6) Sign off on weight slips or tickets, retaining a copy for each truck;
- 7) Input and maintain all relevant information into summary spreadsheets, including cumulative totals of materials received on-site;
- 8) Prepare and submit reports summarizing construction material quantities incorporated into the work on a daily basis for each type of material; and

- 9) Coordinate with Weigher as required to ensure there are no discrepancies in material quantities delivered to the site.

4.7 Surveyor

4.7.1 Role

The role of the Surveyor is to layout, measure, and/or verify key features on a construction site and to provide material quantity take-offs during the course of construction as required for payment unit price contracts.

4.7.2 Qualifications

The minimum qualifications of the Surveyor are as follows:

- 1) Graduate of a post-secondary institution with a diploma or degree in geomatics or surveying and a minimum of five (5) years' recent experience as a Surveyor; and
- 2) Be registered as a New Brunswick Land Surveyor.

Other combinations of education and experience will be considered at the sole discretion of PSPC depending on the requirements and complexity of the project and the services required.

4.7.3 Responsibilities

- 1) Review Project Documents to become familiar with the project, the project team, scope of services, reporting requirements, etc.;
- 2) Be available to respond to phone calls, email, text messages, and other correspondence at all times while on-site;
- 3) Research available survey data, including maps, deeds, benchmarks, physical evidence, and other records to obtain data needed to complete accurate surveys;
- 4) Conduct physical site surveys using surveying equipment and tools;
- 5) Prepare field sketches and notes;
- 6) Collect and process electronic surveying data;
- 7) Calculate areas and volumes using mathematics and computer software;
- 8) Verify the accuracy of survey data, including measurements and calculations;
- 9) Communicate survey results with the Construction Inspector, Weighers, Checkers, the Contractor, and the PSPC project manager as required; and
- 10) Prepare site surveying documents and present findings.

4.8 Welding Inspector

4.8.1 Role

The role of the Welding Inspector is to visually inspect welded assemblies for conformance to the Contract Documents and industry standards.

4.8.2 Qualifications

The minimum qualifications of the Welding Inspector are as follows:

- 1) Graduate of a post-secondary institution with a diploma welding technology and a minimum of one (1) year recent experience as a Welding Inspector; or
- 2) Possess CSA W178.2 Welding Inspector Certification (Level 2 or greater) from the Canadian Welding Bureau (CWB); or
- 3) Have a minimum of ten (10) years' recent on-the-job experience as a Welding Inspector.

Other combinations of education and experience will be considered at the sole discretion of PSPC depending on the requirements and complexity of the project and the services required.

4.8.3 Responsibilities

- 1) Review Project Documents to become familiar with the project, the project team, scope of services, reporting requirements, etc.;
- 2) Be available to respond to phone calls, email, text messages, and other correspondence at all times while on-site;
- 3) Review and interpret structural and welding drawings for weld requirements;
- 4) Inspect welds for compliance to the Contract Documents and industry standards using methods such as visual inspection, radiography, ultrasonics, magnetic particle, liquid penetrant, etc.;
- 5) Document observations with field sketches, notes, and photographs;
- 6) Contact the PSPC Project Manager to report issues or non-conformances in the work that require immediate action;
- 7) Coordinate with the Construction Inspector, the Contractor, and the PSPC Project Manager as required; and
- 8) Prepare inspection reports, noting all non-conformances observed.

4.9 Pile Driving Inspector

4.9.1 Role

The role of the Pile Driving Inspector is to monitor pile driving activities and perform dynamic pile monitoring / testing procedures to ensure piles are driven to established criteria.

4.9.2 Qualifications

The minimum qualifications of the Pile Driving Inspector are as follows:

- 1) Graduate of a post-secondary institution with a diploma or degree in civil or geotechnical engineering and a minimum of five (5) years' recent experience in dynamic pile monitoring / testing; or
- 2) Have a minimum of ten (10) years' recent on-the-job experience as a Pile Driving Inspector.

Other combinations of education and experience will be considered at the sole discretion of PSPC depending on the requirements and complexity of the project and the services required.

4.9.3 Responsibilities

- 1) Review Project Documents to become familiar with the project, the project team, scope of services, reporting requirements, etc.;
- 2) Be available to respond to phone calls, email, text messages, and other correspondence at all times while on-site;
- 3) Review and interpret drawings and specifications for pile driving requirements;
- 4) Verify and record pile geometry and material;
- 5) Monitor pile driving operations for conformance with the Contract Documents and industry standards (e.g. driving equipment, torque, load calibration, etc.);
- 6) Perform dynamic pile monitoring / testing with Pile Driving Analyzer (PDA) equipment and interpret results;
- 7) Document observations and results with field sketches, notes, and photographs;
- 8) Contact the PSPC Project Manager to report issues or non-conformances in the work that require immediate action;
- 9) Coordinate with the Construction Inspector, Surveyor, the Contractor, and the PSPC Project Manager as required; and

- 10) Prepare inspection and PDA reports, noting all relevant installation parameters and non-conformances observed.

5.0 ADMINISTRATIVE REQUIREMENTS

5.1 Health and Safety

All personnel assigned to this Standing Offer must have the applicable personal protective equipment (PPE) and safety training required to perform the work. Upon request, training records must be provided to PSPC.

A Site Specific Safety Plan (SSSP) and Hazard Assessment (HA) must be provided within two (2) days of notification to proceed with a call-up under this Standing Offer. The SSSP and HA will be reviewed by the PSPC Project Manager for general acceptance.

Personnel assigned to work on construction sites are required to present themselves to the Contractor's site foreman or superintendent and participate in job specific safety orientation. Personnel are also required to participate in daily toolbox talks of the Contractor while working on-site.

All safety related issues observed on-site shall be brought to the attention of the Contractor and recorded in inspection reports. If safety issues are not promptly resolved, personnel shall notify the PSPC Project Manager immediately for further action.

5.2 Security Requirements

The successful proponent(s) may be required to obtain and hold, for the duration of the Standing Offer, a valid Designated Organization Screening (DOS) issued under Public Services and Procurement Canada's (PSPC) Contract Security Program (CSP). Personnel assigned to work under this Standing Offer may be required to obtain and hold a valid 'Reliability Status' security clearance granted by PSPC's Contract Security Program.

5.3 Tools and Equipment

The Consultant must provide personnel assigned to work under this Standing Offer with the appropriate tools and equipment required to perform the work. Tools and equipment must be maintained in good working order and be properly calibrated before use.

Tools and equipment required under this Standing Offer includes, but is not limited to:

All personnel:

- Personal protective equipment
- Smart phone (with data plan)
- Measuring tape
- Calculator
- Office supplies

Construction Inspector:

- Laptop computer
- High resolution digital camera

Weigher:

- Weight slips or tickets

Checker:

- Basic equipment

Surveyor:

- Total station
- GPS / GNSS
- Level and rod
- Data collector
- Tripods and poles

Welding Inspector:

- As required

Pile Driving Inspector:

- PDA equipment

5.4 Timesheets

All personnel performing work under this Standing Offer are required to prepare timesheets. Timesheets shall be prepared daily and submitted on a frequency (i.e. daily, weekly) agreed upon with the PSPC Project Manager.

Timesheets of all personnel must be signed by the Contractor's site foreman or superintendent to verify time spent on-site. If this is not possible, the Consultant is to advise the PSPC Project Manager in advance.

At a minimum, timesheets shall include the following information:

- | | |
|------------------------|------------------------|
| ▪ Project Description | ▪ Hours worked by day |
| ▪ PSPC Project Number | ▪ Employee signature |
| ▪ Consultant firm name | ▪ Contractor signature |
| ▪ Employee name | |
| ▪ Site foreman name | |

Completed timesheets shall be submitted as backup for all invoicing under this Standing Offer, or upon request of the PSPC Project Manager. Failure to provide timesheets will result in payment delays.

Within ten (10) days of award of Contract, the successful proponent(s) will provide a sample timesheet to the Departmental Representative for review. The Departmental

Representative will review the timesheet and provide feedback to be incorporated into the document by the Consultant. The revised timesheet will be used as a template for future call-ups.

The Consultant shall modify the template from time to time as requested by the Departmental Representative to accommodate project circumstances.

5.5 Call-Up Against Standing Offer

The following section describes, in general terms, the process of initiating and executing a call-up under this Standing Offer.

5.5.1 Step 1: Request for Quote (RFQ)

The Departmental Representative will provide a Request for Quote (RFQ) via email to the Consultant for an individual call-up. The RFQ will summarize the scope of work, responsibilities, timing, level of effort required, reporting requirements, and other pertinent information that will allow the Consultant to develop a quotation for the work.

5.5.2 Step 2: Submit Quote

Upon receipt of the RFQ, the Consultant has 48 hours to prepare and submit a quote via email using the Form of Quotation provided in the Standing Offer (refer to Appendix A). The quote will also provide the name(s) of the personnel proposed to fulfil the role and responsibilities of the work under the individual call-up.

5.5.3 Step 3: Issue Call-Up

The Departmental Representative will issue a Contract for the individual call-up once the quotation and proposed personnel are accepted.

5.5.4 Step 4: Preparation

When the Contract is issued, the Consultant will organize its team and brief them on the requirements of the individual call-up. At this time, relevant Project Documents and reporting templates will be provided to the appropriate personnel. The Consultant will be required to prepare and submit a Site Specific Safety Plan (SSSP) and Hazard Assessment (HA) prior to mobilizing for each call-up.

5.5.5 Step 5: Execution

The Consultant will be required to mobilize its personnel within 48 hours upon receipt of the Contract for an individual call-up.

5.6 Reporting

5.6.1 Periodic (Interim) Reporting

In addition to daily reporting requirements, the Consultant will be required to prepare periodic summary reports at a frequency indicated by the Departmental Representative (e.g. weekly, monthly, etc.). Summary reports will include, but not necessarily be limited to:

- Overall progress of the work relative to schedule;
- Major activities completed during the reporting period;
- Quantities of materials incorporated into the work (i.e. based upon pay items);
- Site issues which may result in delays, quality issues, and/or extra costs;
- Outstanding deficiencies;
- Materials testing results (and copies of reports if applicable);
- Outstanding information or action required by the Consultant, Contractor, or PSPC;
- Safety hazards, incidents, or accidents on-site; and
- Construction photos organized by date.

For unit price projects, the Consultant will also be required to prepare and submit Material Quantity Summary Reports. These reports will include the following:

- 1) Spreadsheet containing raw data (e.g. licence plate, fleet number, time in/out, tare/gross/net weight gross weights, material type, etc.);
- 2) Copies of all weight slips or tickets;
- 3) Summary of the total quantity of materials (by type) incorporated into the work; and
- 4) Discrepancies in material quantities (e.g. missing weight slips, etc.).

5.6.2 Final Report

Once the work under an individual call-up is completed, a final report shall be prepared and submitted to PSPC within ten (10) days. The final report will be similar in format and content to the periodic (interim) reports and will be subject to the approval of the PSPC Project Manager. Daily and periodic (interim) reports

shall be attached as appendices to the final report. Photos, weight slips, materials testing reports, and other relevant supporting information and documentation shall also be included.

5.7 File Sharing

The Consultant must provide and maintain a cloud-based file sharing site or other similar means to temporarily store, transfer, and share digital media such as photos, drawings, reports, videos, and other documents that are too large to share via email. The file sharing site must be secure and permit the user to upload and download files without requiring the user to register with the site.

5.8 Electronic and Hard Copy Files

In general, deliverables shall be provided in .pdf format, however, PSPC reserves the right to request documents in editable formats (e.g. .doc, .xlsx, .dwg, .jpeg, etc.) under this Standing Offer. Original and/or hard copies of deliverables shall be provided upon request.

5.9 All-Inclusive Hourly Rates

The successful proponent(s) will be compensated for the provision of services at the all-inclusive tendered hourly rates for each classification and service area.

In accordance with R1230D GC 5.12 (2011-05-16) Disbursements of General Condition (GC) 5 – Terms of Payment – Architectural and/or Engineering Services, the tendered hourly rates under this Standing Offer will be inclusive of:

- | | |
|---|---------------------------------|
| ▪ Personnel costs | ▪ Other transportation costs |
| ▪ Overtime premiums | ▪ Postage and shipping |
| ▪ Overhead and profit | ▪ Equipment costs |
| ▪ Administrative time and costs | ▪ Personal protective equipment |
| ▪ Payroll costs | ▪ Office supplies and equipment |
| ▪ Phone, data, roaming, long distance charges | ▪ Accommodations |
| ▪ Travel time to and from site | ▪ Meals and incidentals |
| ▪ Mileage and vehicle use | ▪ Plotting and copying |

Time billable under this Standing Offer is limited to a reasonable amount of time for project start-up, actual time spent on-site, actual time spent in project meetings, and a reasonable amount of time for reporting. Time billable for the Senior Engineer may

include a reasonable amount of time for coordination, technical support, reporting, and report review.

5.10 Expenses and Disbursements

Expenses and disbursements beyond the all-inclusive hourly rate are not billable under this Standing Offer and shall not be reimbursed separately.

5.11 Invoicing

In general, invoices shall be submitted for payment on a monthly basis. Invoicing shall not exceed the amount approved under the individual call-up.

Invoices shall be itemized to match the Form of Quotation on which the project was originally quoted, and shall clearly indicate the following:

- | | |
|-----------------------------------|--------------------------------------|
| ▪ Date of invoice | ▪ Period of invoice (e.g. month) |
| ▪ Standing offer reference number | ▪ Tendered / contracted hourly rates |
| ▪ PSPC project number | ▪ Extended amounts |
| ▪ PSPC contract (call-up) number | ▪ Previously billed amount |
| ▪ Description of project | ▪ Remaining amount |
| ▪ Name of PSPC Project Manager | ▪ HST amount |
| ▪ Actual hours worked by category | ▪ Total invoice amount |

Unless otherwise noted, invoices are to be emailed to the PSPC Project Manager and copied to the following email:

TPSGC.RASoutienAuxProjetsNB-ARProjectSupportNB.PWGSC@pwgsc-tpsgc.gc.ca

Timesheets must be provided as backup with each invoice submission.

Payment term is 30 days from the receipt of the approved invoice and all relevant supporting documents (e.g. report, timesheets, etc.).

Within ten (10) days of award of Contract, the successful proponent(s) will provide a sample invoice to the Departmental Representative for review. The Departmental Representative will review the invoice format and provide feedback to be incorporated into the document by the Consultant. The revised invoice will be used as a template for future billing.

Appendix A - Form of Quotation

[illegible]