



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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> PLAYGROUND INSPECTION	
<b>Solicitation No. - N° de l'invitation</b> W0113-100170/A	<b>Date</b> 2012-10-01
<b>Client Reference No. - N° de référence du client</b> W0113-10-0170	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-224-6034	
<b>File No. - N° de dossier</b> TOR-1-34030 (224)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-10-17</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Juan, Peggy	<b>Buyer Id - Id de l'acheteur</b> tor224
<b>Telephone No. - N° de téléphone</b> (905) 615-2467 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB BORDEN 16 RAMILLES ROAD, BLDG P-154 BORDEN Ontario L0M1C0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>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</b> <b>(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>

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Statement of Work**

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements referenced above is replaced by:

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The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### **1.1 SACC Manual Clauses**

A7035T (2007-05-25) List of Proposed Subcontractors

## **2. Submission of Bids**

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

## **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **4. Applicable Laws**

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

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

#### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

1. Before Bid Closing Date and Time, the Bidder must demonstrate in its bid that the proposed resource who will perform the work described in Annex A Statement of Work is a Certified Playground Inspector in the Province of Ontario.

Bidder must provide proof of the proposed resource's valid Playground Safety Inspector Certification issued by a credible organization such as the Canadian Parks and Recreation Association (CPRA) or Ontario Parks Association.

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Should Bidder fail to provide proof of the proposed resource's certification in its bid submission, the bid will be deemed non-responsive. Bidders are strongly encouraged to inquire acceptability of the proposed resource's Certification before Bid Closing Date.

## 1.2 Financial Evaluation

1.2.1 Bidder must submit its Financial Bid in accordance with Annex B, Basis of Payment.

1.2.2 The price used in the evaluation will be calculated as shown in Annex E, Financial Evaluation.

1.2.3 SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

## 2. Basis of Selection - Mandatory Technical Criteria

2.1 SACC Manual Clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### 2. Certifications Precedent to Contract Award

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

## 2.1 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

### 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, in the context of the fee abatement formula, 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**

Is the Bidder a FPS in receipt of a pension as defined above? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

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

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ( ) NO ( )**

If so, the Bidder must provide the following information:

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

### **Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

## **2.3 Canadian Content Certification**

### **2.3.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition**

### 2.3.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

### 2.4 Status and Availability of Resources

SACC A3005T (2010-08-16) Status and Availability of Resources

### 2.5 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Statement of Work

2.1 The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### 2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ (insert name(s) of person(s)).

### 2.3 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence, Base Borden, \_(To be insert at contract award)\_\_. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

### 2.4 Task Authorization Process

#### Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

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**Task Authorization Process:**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 3 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

**2.5 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

**2.6 Canada's Obligation - Portion of the Work - Task Authorizations**

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

**2.7 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a semiannual basis to the Contracting Authority.

The semiannual periods are defined as follows:

1st semiannual: April 1 to September 30;

2nd semiannual: October 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

**Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

**For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- iv. the total amount, GST or HST extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

**3. Standard Clauses and Conditions**

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

**3.1 General Conditions**

2010C (2012-07-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2010C (2012-07-16) General Conditions - Services (Medium Complexity) referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

**4. Term of Contract****4.1 Period of the Contract**

The period of the Contract is from (date of Contract) to (one-year from date of Contract) inclusive.

**4.2 Option to Extend the Contract**

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

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

**5. Authorities****5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Solicitation No. - N° de l'invitation

W0113-100170/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor224

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

W0113-10-0170

File No. - N° du dossier

TOR-1-34030

CCC No./N° CCC - FMS No/ N° VME

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Peggy Juan  
Supply Specialist  
Public Works and Government Services Canada  
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33 City Centre Drive, Suite 480  
Mississauga, Ontario L5B 2N5  
Telephone: (905) 615-2467  
Facsimile: (905) 615-2060  
E-mail: peggy.juan@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_ (To be insert at contract award) \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Project Authority

The Project Authority for the Contract is:

Name: \_\_ (To be insert at contract award) \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

## 5.4 Contractor's Representative

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Firm Lot Price(s)

For the Work described in Article 1 Inspection Services of the Basis of Payment in Annex B:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm lot price(s) for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

For the Work described in Article 2 As-and-when-requested Repair Services of the Basis of Payment in Annex B:

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,
- whichever comes first.

4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### **6.4 SACC Manual Clauses**

H1000C (2008-05-12) Single Payment  
 H1001C (2008-05-12) Multiple Payments  
 C0711C (2008-05-12) Time Verification

#### **6.5 T1204 - Information Reporting by Contractor**

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide the following information within 15 calendar days following contract award:
  - (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
  - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
  - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
  - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
3. The information must be sent to the person and address specified below. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

Name of person\_\_\_\_(To be insert at contract award)\_\_\_\_  
 Address\_\_\_\_\_.

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## 7. 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.

Each invoice must be supported by:

- (a) if applicable, a copy of time sheets to support the time claimed;
- (b) if applicable, a copy of the invoices, receipts, vouchers for all direct expenses including materials and parts;
- (c) a copy of the progress report.

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.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

**8.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 8.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

## 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 Articles of Agreement;
- (b) the general conditions 2010C (2012-07-16) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*).

**11. SACC Manual Clauses**

A7017C (2008-05-12) Replacement of Specific Individuals  
A9062C (2011-05-16) Canadian Forces Site Regulations

**12. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## ANNEX "A" STATEMENT OF WORK

1. Department of National Defence, Canadian Forces Base (CFB) Borden, requires the service of one (1) Certified Playground Inspector to perform Playground Inspection and Repair on ten playgrounds located in CFB Borden. The contractor must follow all federal and provincial guidelines in regards to play structures.

### 2. Tasks:

- A. The Contractor must provide a Certified Playground Inspector to perform one inspection on all ten playgrounds/sites each year.
- B. The Contractor must submit one Inspection Report after the inspection is complete.
- C. Task Authorization Scope of Work - Repair Services:
1. If the Project Authority authorized the repair service proposed in the Inspection Report by issuing a Task Authorization, the Contractor must perform the proposed repair service to the playground.
  2. The Contractor must not perform any repair without the Project Authority's authorization.
  3. The Contractor may be authorized by the Project Authority to purchase materials and parts required in order to carry out the playground repair. Purchase of materials and parts not required by the repair service of the playgrounds is not permitted.
  4. Project Authority will authorized any and all repair work by issuing a Task Authorization to the Contractor.

### 3. Inspection Report must include:

- A. Any site deficiencies, new material required and cost breakdown for: Required materials, labour, equipment, transportation.
- B. The report is required in both electronic format and in hard copy in a three-ring binder listing all sites individually and is only needed once after the inspection is complete but must be submitted before starting any repair.
- C. The report must include update on any changes to the condition of equipment at each site. The contractor must report a comparison of the equipment condition between the previous inspection and the current inspection.
- D. The report must include Impact Attenuation Test Results.
- E. The report must list any site showing Surface Contamination such as urine, cat feces, rotten organics etc. The contractor is to include in their report if site compaction test shows a requirement for change.

### 4. Ten (10) Playground Locations inside CFB Borden:

	ID	Street Intersection Name	Address
1	6382	Melpha Loop	
2	6383	Cleve Loop	
3	6384	Moro Loop & Grave Boulevard	
4	6385	Sangro Loop	
5	6386	Saskatchewan & Scheldt	
6	6387	Somme & San Leonardo	
7	6388	Somme & Waterloo	
8	6389	Walcheren & Saskatchewan	
9	7244	El Alamein & Arras	Next to Tim Hortons (East of 36 El Alamein East)
10	7463	Ramillies & Ortona	Building T118 (Rear of Building)

**ANNEX "B"  
BASIS OF PAYMENT**

All services described in Annex A Statement of Work are to be performed by the specific person(s) named here: \_\_\_\_\_ (name of the person(s)).

Contract Period: (Date of Contract Award) to (One-year after Date of Contract Award)

Option Period 1: (One-year after Date of Contract Award) to (Two-year after Date of Contract Award)

Option Period 2: (Two-year after Date of Contract Award) to (Three-year after Date of Contract Award)

**1. Inspection Service:**

Annual Inspection Service for all sites and delivery of the inspection reports to the Project Authority as detailed in Annex A Statement of Work. Firm lot price in Canadian currency, customs duties included, and is inclusive of all administrative cost, transportation and delivery charges and any other costs for the inspection service and delivery of inspection reports to the Project Authority. FOB Destination, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

	<b>Firm Lot Price (GST/HST extra)</b>
Contract Period	\$ _____
Option Period 1	\$ _____
Option Period 2	\$ _____

**2. Task Authorization - As-and-when-requested Repair Service:**

For repair work authorized by the Project Authority through issuance of a Task Authorization form, the Contractor shall be paid on the basis of actual time worked based on the firm rate proposed below, plus any material and part purchase authorized by the Project Authority.

The firm hourly rates will remain firm for the duration of the contract and any subsequent option periods. Cumulative Total of all Task Authorizations must not exceed the Limitation of Expenditure - Task Authorizations.

a. Labour: At firm hourly rate including overhead and profit

	<b>Firm Hourly Rate (GST/HST extra)</b>
Certified Playground Inspector...	\$ _____ per hour
Labourer.....	\$ _____ per hour

b. Direct Charges:

i. Materials and Parts: at actual cost

ii. Rental of Equipment: at actual cost

iii. Transportation Cost: in accordance with the kilometric rates stipuatled in the Travel Directorate at <http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng>.

**Limitation of Expenditure - Cumulative Total of all Task Authorizations: \$(To be insert at contract award)**

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## ANNEX "C" INSURANCE REQUIREMENTS

### 1. 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 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.

## 2. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## 3. Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$411,283.90. Government Property must be insured on a Replacement Cost (new) basis.

Solicitation No. - N° de l'invitation

W0113-100170/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34030

Buyer ID - Id de l'acheteur

tor224

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

W0113-10-0170

CCC No./N° CCC - FMS No/ N° VME

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1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Bailee's Customer's Goods must include the following:
  - (a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
  - (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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W0113-100170/A

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TOR-1-34030

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tor224

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W0113-10-0170

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "D"**  
**Form PWGSC-TPSGC 572 Task Authorization**

**(See attached)**

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W0113-100170/A

tor224

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-10-0170

TOR-1-34030

**ANNEX "E"  
FINANCIAL EVALUATION**

The firm lot prices and the firm hourly rates provided by the Bidder at Annex B will be used in the calculation. Bid Evaluation Price of the Bidder will be calculated as shown here. Quantities listed below are for evaluation purposes only.

**1. Inspection Service:**

	<b>Firm Lot Price (GST/HST extra)</b>
Contract Period	\$ _____
Option Period 1	\$ _____
Option Period 2	\$ _____

**Sum of the Firm Lot Prices = \$ \_\_\_\_\_ (GST/HST extra)**

**2. Task Authorization - As-and-when-requested Repair Service:**

a. Labour: firm hourly rate including overhead and profit

	<b>Firm Hourly Rate (GST/HST extra)</b>		<b>Estimated Hours</b>		<b>Extended Price (GST/HST)</b>
Certified Playground Inspector...	\$ _____ per hour	x	80	=	\$ _____
Labourer.....	\$ _____ per hour	x	80	=	\$ _____

**Sum of the Extended Prices = \$ \_\_\_\_\_ (GST/HST extra)**

**Bid Evaluated Price = Sum of the Firm Lot Prices + Sum of the Extended Prices = \$ \_\_\_\_\_  
(GST/HST extra)**



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (GST/HST extra) Coût total estimatif de la tâche (TPS/TVH en sus) \$

Security Requirements: This task includes security requirements  
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non  Yes - Oui If YES, refer to the Security Requirements Checklist (SCRL) included in the Contract  
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (GST/HST Extra) before the revision Coût total estimatif de la tâche (TPS/TVH en sus) avant la révision \$	Increase or Decrease (GST/HST Extra), as applicable Augmentation ou réduction (TPS/TVH en sus), s'il y a lieu \$
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**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date