



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions\Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

**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 and Repairs	
<b>Solicitation No. - N° de l'invitation</b> W6854-220254/A	<b>Date</b> 2021-11-15
<b>Client Reference No. - N° de référence du client</b> W6854-220254	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-302-8111	
<b>File No. - N° de dossier</b> TOR-1-44039 (302)	<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> Eastern Standard Time EST <b>on - le 2021-12-15</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Berends, Robert	<b>Buyer Id - Id de l'acheteur</b> tor302
<b>Telephone No. - N° de téléphone</b> (647) 308-5031 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB BORDEN 1000, BLDG P-154 RM. 217A 16 RAMILLIES ROAD 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  
10th Floor, 4900 Yonge Street  
Toronto  
Ontario  
M2N 6A6

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

### **1.2 Summary**

The Department of National Defence (DND), Canadian Forces Base (CFB), in Borden, Ontario has a requirement for Playground Inspections and Repairs. This includes a firm requirement and 'as and when required' services. The period is for 2 years plus 3 one-year options.

The requirement is subject to a preference for Canadian services.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.3 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

**2.2.1** 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 RFSO.  
[TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca) (email address for epost Connect service)

**Note: Bids 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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the Request for Proposals closing date.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

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

## Definitions

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

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

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

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

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

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

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

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

## Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

## 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.5 Applicable Laws

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

#### **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.

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

Bidders must submit the certifications and additional information required under Part 5.

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

### **4.1 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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

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.

Should Bidder fail to provide proof of the proposed resource's certification in its bid submission, the bid will be deemed non-responsive.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The Bidder must complete Annex B, Basis of Payment. No modifications of this Annex will be accepted.

The price used in the Financial Evaluation will be the total of all the years for Inspection service and all the extended prices of Task Authorization repair and maintenance work.

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price-Bid

### **4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

### **5.1 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.1.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex B.

#### **6.1.1 Optional Goods and/or Services**

The Contracting Authority may exercise the option at any time before expiration of the Contract by sending a written notice to the Contractor.

#### **6.1.2 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.

##### **6.1.2.1 Task Authorization Process**

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.

##### **Task Authorization Process:**

1. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.
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 Technical Authority within 5 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 Technical 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.

##### **6.1.2.2 Task Authorization Limit**

The Technical Authority may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

##### **6.1.2.3 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.

#### **6.1.2.4 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 quarterly to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 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 the following:

##### **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, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, 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.

##### **For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### **6.1.2.5 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by CFB Borden. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

## **6.2 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

### **6.2.1 General Conditions**

2035 (2020-05-28) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **6.3 Security Requirements**

There is no security requirement applicable to the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The Work is to be performed during the period of January 1, 2022 to December 31, 2024.

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 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 at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery points in Annex A, Statement of Work.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Robert Berends  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 647-308-5031  
E-mail address: [Robert.berends@pwgsc.gc.ca](mailto:Robert.berends@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.

### 6.5.2 Technical Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical 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 Technical Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

For the Work described in Statement of Work in Annex A.  
In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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.

### **6.7.2 Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid firm price in accordance with the basis of payment, in Annex B, as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

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

### **6.7.3 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.8 Certifications and Additional Information**

#### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.9 Applicable Laws**

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

### **6.10 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 2035 (2020-05-28) General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **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 eight playgrounds located in CFB Borden. The contractor must follow all federal and provincial guidelines in regards to play structures.
2. All deliverables associated with this contract must comply with all Government of Canada legislation, policies, and directives. These include, but are not limited to, the Official Languages Act, Canadian Labour Code, National Building Code of Canada, Defence Production Act, Government Contracting Regulations, and others.

#### **2. Tasks:**

- A. The Contractor must provide a Certified Playground Inspector to perform one inspection on all eight 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 authorize 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 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. EIGHT (8) Playground Locations inside CFB Borden:**

Arch. Obj. ID	Name of Arch. Obj.	PRIN Num
0025-W008-W0039	Playground – Somme & Waterloo	W66631
0025-W008-W0078	Playground Tot Lot 122 Ramillies Rd (Behind T-118)	W202580
0025-W008-W0079	Playground Tot Lot (Tim Horton) Arras Rd & El Alamein Rd E	W202581
0025-W008-W0145	Playground – Saskatchewan & Scheldt Cres Saskatchewan Boulevard	W633934
0025-W008-W0146	Playground – Moro Loop & Grave Blvd	W633935
0025-W008-W0147	Playground – E-123, 56 Gibraltar Rd	
0025-W008-W0141	Splash pad – 133 Somme Blvd	
0025-W008-W0143	Playground beside splash park 334 Somme Blvd	

**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 person).

Firm Period: (Date of contract Award) to December 31, 2024.

Option Period 1: January 1, 2024 to December 31, 2025.

Option Period 2: January 1, 2025 to December 31, 2026.

Option Period 3: January 1, 2027 to December 31, 2027.

**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.

Firm Lot Price (GST/HST extra)

Contract Period    \$ \_\_\_\_\_  
Option One            \$ \_\_\_\_\_  
Option Two            \$ \_\_\_\_\_  
Option Three         \$ \_\_\_\_\_

**Task Authorization - As-and-when-requested Repair Service: Firm Period**

For repair work authorized by the Technical Authority through issuance of a Task Authorization form, the Contractor must 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 Technical Authority.

The estimated number of hours for the 2 categories of Work each year is only an estimate and does not represent any guarantee of usage. 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

Category	Firm hourly price (Year 1 and 2)	Estimated number of hours for 2 year period	Extended Total
Certified Playground Inspector	\$ _____	150	\$ _____
Labourer	\$ _____	150	\$ _____

**Task Authorization - As-and-when-requested Repair Service: Optional Periods**

Category	Firm hourly price (Year 3, 4 and 5)	Estimated number of hours for 3 year period	Extended Total
Certified Playground Inspector	\$ _____	100	\$ _____
Labourer	\$ _____	100	\$ _____

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 stipulated in the Travel Directorate at <http://www.njc-cnm.gc.ca/directive/index>.