



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

Address inquires to the Contacting Authority at
Cynthia.Lamorie@tpsgc-pwgsc.gc.ca

Title - Sujet Pool Maintenance ENTRETIEN DE LA PISCINE	
Solicitation No. - N° de l'invitation W6890-220069/B	Date 2022-01-04
Client Reference No. - N° de référence du client W6890-220069	
GETS Reference No. - N° de référence de SEAG PW-\$PET-907-1705	
File No. - N° de dossier PET-1-55012 (907)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-01-17 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lamorie, Cindy	Buyer Id - Id de l'acheteur pet907
Telephone No. - N° de téléphone (613) 401-3643 ()	FAX No. - N° de FAX (613) 687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE RPOU (Ontario) North Bay BAY CFB North Bay / 22 Wing Bldg B4 9 Manston Crescent HORNELL HEIGHTS Ontario P0H1P0 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 Supply and
Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

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

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This bid solicitation cancels and supersedes previous bid solicitation number W6890-220069/A dated 07 December 2021 with a closing of 23 December 2021 at 2:00 PM EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, the Task Authorization Form DND 626 Task Authorization Form and any other annexes.

1.2 Summary

1.2.1 This requirement is to supply all labour, consumables, materials, supervision, travel, transportation cost and equipment required to perform daily, weekly, monthly and annual pool inspections and operation at the 22 Wing Recreational Centre located at 29 Duxford Rd, Hornell Heights, On.

Also included is the service and maintenance of the following equipment:

1. 170 lit chlorine solution tanks (Qty. 2)
2. 379 lit chlorine solution mixing tank
3. sand filters (Qty. 2)
4. CO2 tank
5. chlorine feed pump
6. 7 hp circulating pumps (Qty. 2)
7. Stantrol & CO2 controller
8. flow meter
9. fill control valve
10. water meter
11. chlorine mixer
12. 605,660 litre concrete pool, incl. tiled surface, grates, ladders

The period of the contract will be from the date of award to December 31, 2022.

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1.2.2 The requirement is limited to Canadian services.

1.2.3 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.

1.2.4 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the Annex "G" to Part 1 COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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.

2.2 Submission of Bids

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

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orrceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

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 Instructions 2003, or to send bids 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 days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy 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;

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- 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

The Bidder must submit its bid electronically 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: Financial Bid
Section II: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

Section I: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section II: 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

Any bid which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

The financial bid must be completed in accordance with Annex "B" Basis of Payment.

- (a) Pricing must be provided for all items.
- (b) Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment in Canadian Funds.

4.1.1.2 Financial Evaluation

For evaluation purposes only, to calculate the bidder's evaluated price the following formula will apply:

The Extended Pricing for Pricing Basis "A" Firm Requirement in Annex B is the sum of the extended price of all items. The extended price for all items is the sum of the Bidder's Firm prices for all years multiplied by the respective Usage per Year value.

The Extended Pricing for Pricing Basis "B" and "C" Task Authorization "As and When Requested" in Annex B is the sum of the extended price of all items. The extended price for all items is the sum of the Bidder's Firm Unit prices for all years multiplied by the respective Estimated Usage per Year value.

The evaluated price is the sum of the extended prices from Annex B, Pricing Basis A, B and C.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded.

4.2 Basis of Selection

4.2.1 Basis of Selection

SACC Manual Clause [A0069T](#) (2007-05-25), Basis of Selection.

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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to 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 specified will render the bid non-responsive.

5.2.1 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.

5.2.2 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/programs/employment-equity/federal-contractor-program.html#) 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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the [Supply Manual](#).

5.2.3.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.2.3.2 Board of Directors Certification

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "D" - Additional Certification Information 1. Board of Directors.

5.2.3.3 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "D" - Additional Certification Information 2. Procurement Business Number (PBN). Suppliers may register for a PBN online at Supplier Registration Information (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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 "A".

6.1.1 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.

6.1.1.1 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.

As more than one contract has been awarded for this requirement, a request to perform a task will be sent to the first ranked contractor. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the contractor ranked second. This process will continue until the task can be performed by another contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

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 C .
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 one (1) 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.

6.1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$25,000.00, 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.

6.1.1.3 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.

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6.1.1.4 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 basis 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 thirty (30) 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, 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.

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6.1.1.5 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Department of National Defence Real Property Operations Det North Bay. 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

6.3.1 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 the date of award to December 31, 2022.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Lamorie
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 101 Menin Rd, Garrison Petawawa

Telephone: 613-401-3643
Facsimile: 613-687-6656
E-mail address: cynthia.lamorie@pwgsc-tpsgc.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.

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6.5.2 Project Authority (To Be Completed at Award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

6.5.3 Contractor's Representative (To Be Completed By Bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____
PBN: _____

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 – Pricing Basis “A” – Firm Requirement

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex “B” – Pricing Basis “A” – Firm Requirement, for a cost of \$ _____ [Note to Bidders: Canada will insert information at time of Contract Award]. Customs duties are included Applicable Taxes are extra.

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 – Pricing Basis “B” – 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 – Pricing Basis “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 Applicable Taxes are extra.

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.

6.7.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

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 \$ _____. Customs duties are included and Applicable Taxes are extra.
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.

6.7.4 Method of Payment

6.7.4.1 Pricing Basis “A” – Firm Requirement – Monthly Payment

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

6.7.4.2 Pricing Basis “B” and “C” – Task Authorizations

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

6.7.5 SACC Manual Clauses

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SACC Manual clause [C0710C](#) (2007-11-30) Time and Contract Verification

6.7.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 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.

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 SACC Manual Clauses

SACC Manual clause [A3060C](#) (2008-05-12) Canadian Content Certification

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*Canada will insert the information at the time of the award*).

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28) Higher Complexity Services;
- (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 _____, (*Canada will insert the information at the time of the award*).

6.12 Insurance – Specific 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 SACC Manual clause

SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

6.14 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.15 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.

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- (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

POOL MAINTENANCE

FIRM REQUIREMENT

1. Summary

This requirement is to supply all labour, consumables, materials, supervision, travel, transportation cost and equipment required to perform daily, weekly, monthly and annual pool inspections and operation at the 22 Wing Recreational Centre located at 29 Duxford Rd, Hornell Heights, On.

Also included is the service and maintenance of the following equipment:

- i) 170 lit chlorine solution tanks (Qty. 2)
- ii) 379 lit chlorine solution mixing tank
- iii) sand filters (Qty. 2)
- iv) CO2 tank
- v) chlorine feed pump
- vi) 7 hp circulating pumps (Qty. 2)
- vii) Stanrol & CO2 controller
- viii) flow meter
- ix) fill control valve
- x) water meter
- xi) chlorine mixer
- xii) 605,660 litre concrete pool, incl. tiled surface, grates, ladders

2. Foreseeable Safety Hazards

a. Canada's due diligence will be exercised by the Project Authority by verifying that the Contractor:

- i) Is providing their own supervision for safety aspects of the Work being performed.
- ii) Is performing the work in a safe manner using the correct protective equipment.

b. If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation:

- i) The Project Authority will identify the hazard to the Contractor's Representative.
- ii) If the unsafe work practice continues the Project Authority may stop work until the Contractor can rectify the unsafe practice. No compensation will be paid to the Contractor for work stoppages due to their personnel's unsafe work practices.
- iii) Canada will require that the Contractor replace their personnel if those personnel are repeatedly performing unsafe work.

c. Common Medium to High Risk Hazards

This is not an all-inclusive list but is the most commonly occurring hazards. The Contractor must identify all known hazards and communicate them in writing to their employees and DND's Project Authority before work commences.

- i) Working at heights- Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling. Extreme care and planning must be on all work where there is risk of a fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).
- ii) Hot work- Canada's facilities require a hot work permit for all activities listed in their Fire Hall's hot work permit process. Extreme care and planning must be completed by the Contractor on all projects where there is risk of personal injury or fire due to hot work.
- iii) Working with chemicals- Many projects require the use of chemicals to complete them. Extreme care and planning must be completed by the Contractor on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals. In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surfaces it will come in contact with. Under no circumstances will the Contractor's chemicals be disposed of in any location or system on Canada's property.
- iv) Requirement to lock out potential energy sources - Canada's facilities contains many potential electrical and mechanical energy sources. It is critical that the Contractor investigate all potential energy sources for each project and ensures they have a process for lock out in place. Turning off a device without locking it out is unacceptable. The Contractor must take extreme care and planning on all projects where there is risk associated with electro-mechanical energy sources.
- v) Asbestos - several types of asbestos has been utilized in past construction, typically in wallboard and pipe insulation applications. Any material resembling or suspected of containing asbestos must be brought to the attention of the Project Authority before performing any repair of service work.
- vii) Other- The Contractor prior to beginning the work must develop a work site safety plan identifying any hazards and submit it to the Project Authority for review. The Project Authority and the Contractor will agree on what they are and ensure the hazards are covered in the work site specific safety plan.

3. Technical Requirements

a. Administration

- i) Access to Canada's facilities or to the work site of a project could be interrupted at any time with little or no notice due to operational or security requirements. If the Contractor is asked to leave the work site they must comply.
- ii) Pool operating hours 07:30AM to 21:00 PM seven {7} days per week inclusive. (Statutory Holidays are included).
- iii) The Contractor must provide on-site emergency service within a four (4) hour response time from the time of receiving a service request and a seven {7} day twenty four (24) hour emergency response telephone line.
- iv) The Contractor must provide regular on-site scheduled service on a daily, weekly, monthly, and annual basis.
- v) The Contractor must not refuse any service calls from the Project Authority or his authorized representative.
- vi) Emergency call-out reports must be submitted on completion of each request to the Project Authority.

vii) No extra charges will be paid for recurring service calls which are the direct result of the Contractor's failure to carry out thorough inspections, adjustments to equipment, etc. during the Contractor's daily, weekly and monthly inspections.

4. Materials/Parts

a. Materials and parts used must be equal to existing product or model number or must be those specified by the Manufacturer of the equipment. Substitutes and refurbished parts may only be installed if authorized by the Project Authority.

b. If, in any emergency, the Contractor installs parts other than those specified, he must replace them with specified parts or equal, before claiming payment.

c. The Contractor must maintain a stock of materials, consumables, and replacement parts on-site in sufficient quantity to ensure the serviceability of the units and equipment, a storage area within the pool equipment room will be reserved for this purpose. The Contractor must not charge additional costs for time used to pick-up supplies not already stocked.

d. The Contractor must supply all material, consumables, and the test kits for checking chemical levels at no additional cost.

5. Deliverables - Work must be performed by the Contractor

a. Daily inspections:

- i). check chlorine and pH of pool water to maintain safe chemical levels
- ii). verify water meter and automatic controller readings
- iii). add necessary chemicals
- iv). reset controller if required
- v). record results and readings
- vi). report any maintenance or repairs that may be required (if applicable)

b. Weekly inspections:

- i). collect pool water sample and deliver to testing laboratory
- ii). backwash filters and record intake/outlet pressures
- iii). check alkalinity and calcium hardness and record readings
- iv). report any maintenance or repairs that may be required (if applicable)

c. Monthly inspections:

- i) alternate pool pumps
- ii) check and clean lint pots
- iii) clean controller probes
- iv) inspect all valves for leaks and operational status
- v) check chlorine injector pump and acid wash injectors

vi) report any maintenance or repairs that may be required (if applicable)

d. Annual inspections:

- i) drain and fill pool
- ii) inspect tiles and grout on pool/deck surfaces
- iii) inspect and clean pool floor drains and check for proper drainage

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- iv) drain, inspect, and service sand filters
- v) drain and clean surge tank
- vi) check floats and related alarms
- vii) acid wash pool gutters
- viii) provide a detailed service report to identify maintenance and repairs within (2) days after the completion of the annual inspection

e. Pool Fouling:

Contractor must include the costs associated with a typical pool fouling which may occur approximately once per 2 months (to a maximum of 10 per calendar year). The costs of on, or, off hour's call-ins and chemical usage required to clean and shock the pool must be incorporated into the base contract amount. Excess of 10 fouling occurrences will be paid through the Task Authorization process on an annual basis.

f. Calcium Hypochlorite:

The Contractor is to include the cost of supplying a standard quantity of chlorine (calcium hypochlorite) to maintain safe chlorine residuals at all times. The Contractor should base the requirements on 300kg of premium Calcium Hypochlorite required per year. Any additional chlorine required will be authorized using the Task Authorization process.

g. Carbon Dioxide:

The Contractor is to include the total costs (tank rental and monthly fills) of the CO2 system. The existing tank is 500lbs and requires a monthly fill up to this quantity depending on demand. Any additional CO2 required per month will be authorized using the Task Authorization process.

h. Cleaning

Cleaning will consist of daily monitoring for contamination and clean up for the duration of the work period. On completion of the work the Contractor must remove all tools, equipment, surplus material and debris from the work area and the site will be left clean and tidy. All cleaning and disposal operations must comply with local ordinances and antipollution laws.

i. Work excluded

- a. Maintenance to pool heating equipment including heat exchangers, dehumidification units and sump pumps
- b. clearing of plugged drain lines
- c. costs associated with sampling of poor water.

j. Reports

The Contractor must provide a detailed accurate service report to the Project Authority within (2) days after the completion of work for the following services:

- Emergency Service Call-Out:
- As a result of (daily, weekly, monthly) inspections to identify maintenance, repairs, and part replacement that may be needed: and

Each Report is to include:

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- i) Thorough explanations of all service, repairs and parts required as a result of the inspection complete with estimated costs.
- ii) Comments and recommendations by the Contractor or his service personnel regarding operations, deficiencies, proposed upgrades, and estimated costs.

6. Work- Requested through Task Authorization

During regular working hours or after hours depending on time of occurrence:

- a. Restore safe pool chemical level due to failure of automatic controllers
- b. Alarm response: UV system fault, high water level, flow alarm
- c. Pool tile replacement and re-grouting
- d. Repairs to chemical dispensing systems and UV system including parts
- e. Response to pool fouling beyond 10 occurrences in a calendar year
- f. Additional labour as a result of special events, or, as requested

6.1 Consumables via Task Authorization:

Consumables and chemicals that are required to complete additional work and that is not part of the scheduled pool inspections/preventative maintenance.

Such as but not limited to:

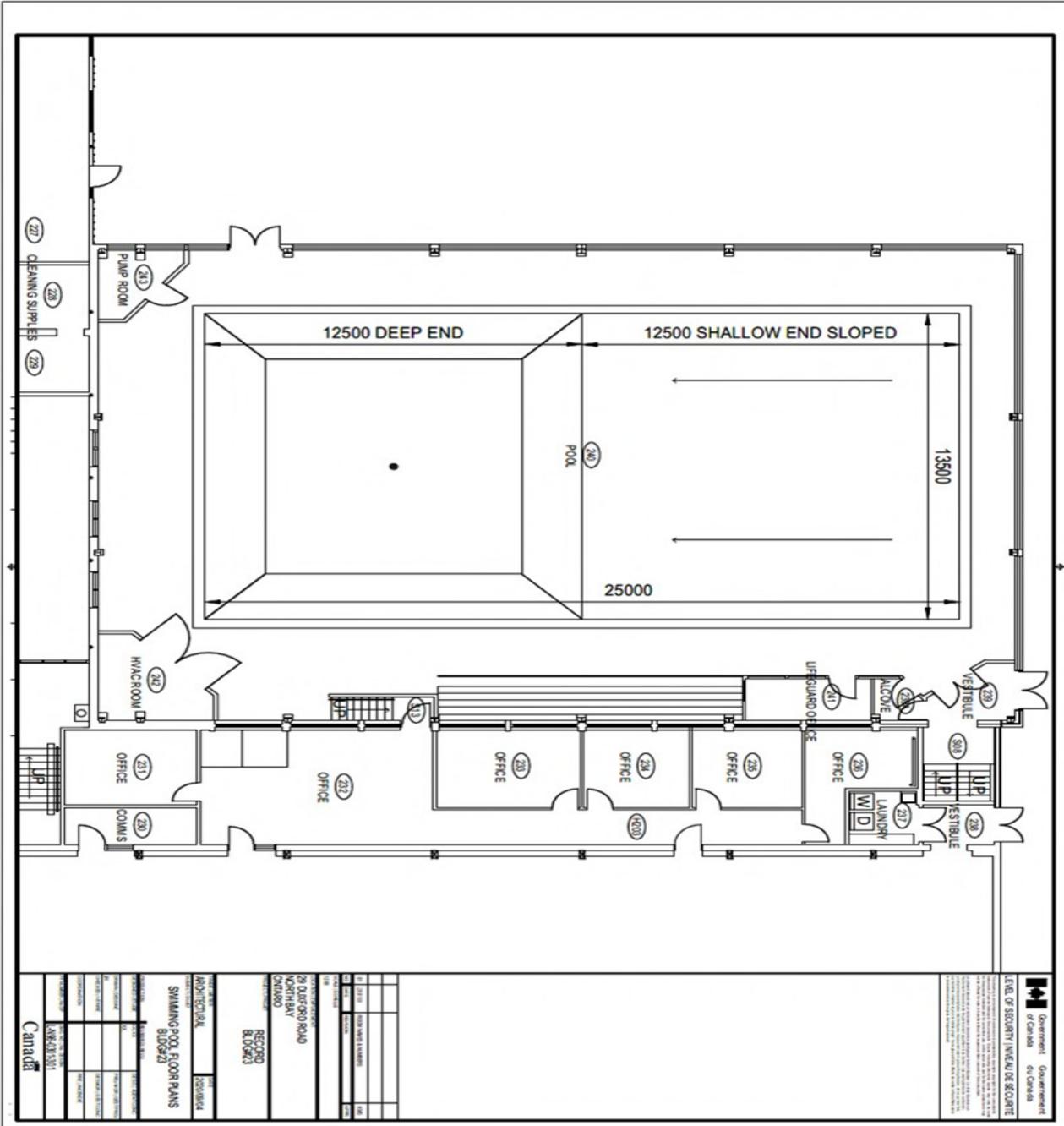
- a. Parts, materials and equipment required as a result of an unexpected equipment failure
- b. UV bulbs
- c. Additional chemicals required due to a system failure or process upset
- d. Stock of specialty chemicals required for water chemistry adjustment, filter treatment, etc.

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APPENDIX 1, ANNEX A – POOL DIMENSIONS



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ANNEX "B"

BASIS OF PAYMENT

Estimated Usages:

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual items ordered.

Applicable Taxes

HST must not be included in the unit prices (but will be added as a separate item to any invoice issued).

Pricing:

Prices must be quoted as per the unit of issue stated below. All prices are firm, all-inclusive, unit prices in Canadian dollars, FOB Destination, Canadian customs duties and excise taxes included, HST excluded. HST is not included in the unit prices but will be added as a separate item to any invoice issued.

Pricing Period:

Date of Award - 31 December 2022

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PRICING BASIS "A" - FIRM REQUIREMENT

Firm Requirement: Scheduled Pool Inspections and Preventative Maintenance Statutory holidays are included in the schedule.

The Contractor must ensure that during the scheduled inspection the pool is maintained during regular working hours:

Monday to Friday, between 0730AM to 2100 PM; and

Saturday, Sunday and Statutory Holidays between 07:30AM to 21:00 PM

Item	Description of Service	Qty.	UOI	Firm Lot Price Date of Award – 31 December 2022
1	Daily Inspections (7 days per week): - check chlorine and pH of poolwater - verify water meter and automatic controller readings - add necessary chemicals - reset controller if required - record results and readings - report any maintenance or - repairs that may be required (if applicable)	365	Day	\$ /per day
2	Weekly Inspections - collect pool water sample and deliver to testing laboratory - backwash filters and record intake and outlet pressures - check alkalinity and calcium hardness and record readings - report any maintenance or repairs that may be required	52	Week	\$ /per week

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3	<p>Monthly Inspection</p> <ul style="list-style-type: none"> - alternate pool pumps - check and clean lint pots - clean controller probes - inspect all valves for leaks and operational status - check chlorine injector pump and acid wash injectors - report any maintenance or repairs that may be required (if applicable) 	12	Month	\$ /per month
4	<p>Annual Inspection</p> <ul style="list-style-type: none"> - drain and refill pool - inspect tiles/grout on pool and deck surfaces - inspect and clean pool floor drains and check proper drainage - drain, inspect and service sand filters - drain and clean surge tank - check floats and related alarms - acid wash pool gutters produce a detailed report to identify required maintenance and repairs within two (2) days after completion of annual inspection 	1	Year	\$ /per year
5	<p>Consumable Chemicals for Normal Operations:</p> <ul style="list-style-type: none"> - Calcium Hypochlorite - Carbon Dioxide (including tank) As per Annex A Para 3 (f)(g) 	1	Year	\$ /per year

PRICING BASIS « B » - AS AND WHEN REQUESTED – TASK AUTHORIZATION

Item	Requirement	Est. Usage	UOI	Firm Unit Price Year 1 Date of Award – 31 December 2022
1	Technician, first hour all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation during regular pool hours Monday to Sunday between 0730 to 2100 hrs	30	Per hour	\$ /per hour
2	Labourer, first hour all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation during regular pool hours Monday to Sunday between 0730 to 2100 hrs	30	Per hour	\$ /per hour
3	Technician, first hour all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation during outside regular pool hours Monday to Friday after 2100 hrs and before 0730 hrs	30	Per hour	\$ /per hour
4	Labourer, first hour all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation during regular pool hours Monday to Friday after 2100 hrs and before 0730 hrs.	30	Per hour	\$ /per hour
5	Technician, first hour all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation outside regular pool hours Saturday and Sunday and Stat Holidays after 2100 hrs and before 0730 hrs.	30	Per hour	\$ /per hour
6	Labourer, first hour all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation outside regular pool hours Saturday and Sunday and Stat Holidays after 2100 hrs. and before 0730 hours	30	Per hour	\$ /per hour
7	Technician, all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation during regular pool hours Monday to Sunday between 0730 to 2100 hrs	30	Per hour	\$ /per hour

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8	Labourer, all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation during regular pool hours Monday to Sunday between 0730 to 2100 hrs	30	Per hour	\$	/per hour
9	Technician, all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation outside regular pool hours Monday to Friday after 2100 hrs and before 0730 hrs	30	Per hour	\$	/per hour
10	Labourer, all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation outside regular pool hours Monday to Friday after 2100 hrs and before 0730 hrs	30	Per hour	\$	/per hour
11	Technician, all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation outside regular pool hours Saturday, Sunday and Stat Holidays after 2100 hrs and before 0730 hrs	30	Per hour	\$	/per hour
12	Labourer, all-inclusive hourly rate for non-scheduled work to include all labour, supervision, equipment, tools and transportation outside regular pool hours Saturday, Sunday and Stat Holidays after 2100 hrs and before 0730 hrs	30	Per hour	\$	/per hour
13	Pool Fouling – standard fixed price for a normal incidence of pool fouling is defined as not more than 2 hours on site, in addition to travel time to site, regardless of the day of week, time of day and/or statutory holidays. <i>To be used in the event of an excess often (10) incidents of pool foulings per calendar year as per Annex A Para 3e</i>	30	Per fouling	\$	/per fouling

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PRICING BASIS "C" – AS AND WHEN REQUESTED – TASK AUTHORIZATION - CONSUMABLES

	Requirement	Est. Usage	UOI	Firm Mark-up Price (Percentage) Date of Award – 31 December 2022
1	Materials and consumables at contractor cost plus a markup of %.The Contractor must provide the PA and itemized list with price support for all materials and/or consumables used during each service call.	\$10,500	%	%

ANNEX "C"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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ANNEX "E" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "F"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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ANNEX "G" to PART 1 OF THE BID SOLICITATION

COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the
resulting Contract who access federal government workplaces where they may come into contact with
public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

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Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.