

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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Water Testing	
<b>Solicitation No. - N° de l'invitation</b> W0113-120190/A	<b>Date</b> 2012-11-30
<b>Client Reference No. - N° de référence du client</b> W0113-120190	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-212-6105	
<b>File No. - N° de dossier</b> TOR-2-35215 (212)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Shaw, Marian	<b>Buyer Id - Id de l'acheteur</b> tor212
<b>Telephone No. - N° de téléphone</b> (905) 615-2065 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Borden 16 Ramillies Rd, Bldg. P-154 Borden Ontario L0M1C0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Optional Site Visit

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. Insurance

#### List of Annexes:

- |         |  |
|---------|--|
| Annex A | Statement of Work                            |
| Annex B | Basis of Payment                             |
| Annex C | Insurance Requirements                       |
| Annex D | Calculation of Price for Evaluation Purposes |

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

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

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

### **3. Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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

The 2003 (2012-11-09) 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: sixty (60) days  
Insert: ninety (90) days

### **2. Submission of Bids**

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

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

All enquiries must be submitted in writing to the Contracting Authority no later than ten (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

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such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

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

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

#### **5. Optional Site Visit**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on 19 December 2012, at 10:00 am, Contracts Conference Room, Room 234, 16 Ramillies Road (P-154), CFB Borden, Borden, Ontario). Bidders are requested to communicate with the Contracting Authority one (1) day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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

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

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

Section I: Technical Bid (1 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

**Section I: Technical Bid**

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

**Section II: Financial Bid**

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

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

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

**1.1 Technical Evaluation****1.1.1 Mandatory Technical Criteria**

The laboratory must be registered with the Standards Council of Canada and/or The Canadian Association for Laboratory Accreditation Inc. (CALA). Bidders must provide a copy of their Accreditation Number showing their registration, with their bid at time of bid closing.

**1.2 Financial Evaluation****1.2.1 Mandatory Financial Criteria**

The Bidder must complete and submit Annex B, Basis of Payment in the format provided, with their bid at time of bid closing. Pricing must be provided in Canadian funds for the Firm and Option periods.

**1.2.2 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

- 1.2.3** The price will be evaluated in accordance with Annex D, Calculation of Price for Evaluation Purposes. The evaluated price will be the Total Aggregatie Price for the entire contract period including options periods.

## 2. Basis of Selection - Mandatory Technical Criteria

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

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

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

#### 1. Mandatory Certifications Required Precedent to Contract Award

##### 1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

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

## 2. Additional Certifications Precedent to Contract Award

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

### 2.1 Federal Contractors Program - Certification

#### Federal Contractors Program - over \$25,000 and below \$200,000

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

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

The Bidder or the member of the joint venture

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

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

### 2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with

Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

If so, the Offeror must provide the following information:

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

### Work Force Reduction Program

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

If so, the Offeror must provide the following information:

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

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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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

### **1. Security Requirement**

There is no security requirement associated with the requirement.

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

The Contractor must provide all labour and material to do weekly, quarterly, semi-annual and annual water testing of the potable and non-potable water, recreational swimming pool and hot tub water in accordance with the Scope of Work at Annex A, for the Department of National Defence, Canadian Forces Base (CFB) Borden, Borden, Ontario.

### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### **3.1 General Conditions**

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

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from 1 February 2013 to 31 January 2014 inclusive.

#### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Marian Shaw  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 33 City Centre Drive, Suite 480C  
Mississauga, Ontario L5B 2N5

Telephone: 905-615-2065  
Facsimile: 905-615-2060  
E-mail address: marian.shaw@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.

**5.2 Project Authority**

The Project Authority for the Contract is:

*(To be provided at contract award).*

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

**5.3 Contractor's Representative *(To be completed by the Bidder).***

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

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable

### 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*amount to be inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. 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 contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. 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.

### 6.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12) Monthly Payment.

### 6.4 T1204 - Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) Direct Request by Customer Department

## 7. Invoicing Instructions

- 7.1 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.
- 7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

### 8.1 Compliance

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

## 9. Applicable Laws

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

## 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) 2010C (2012-07-16), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated \_\_\_\_\_

## 11. Defence Contract

SACC *Manual* clause A9006C (2012-07-16) Defence Contract

## 12. SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations.

## 13. Insurance Requirements

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

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

Solicitation No. - N° de l'invitation

W0113-120190/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35215

Buyer ID - Id de l'acheteur

tor212

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

W0113-120190

CCC No./N° CCC - FMS No/ N° VME

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The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation

W0113-120190/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35215

Buyer ID - Id de l'acheteur

tor212

CCC No./N° CCC - FMS No/ N° VME

W0113-120190

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**ANNEX A**

**STATEMENT OF WORK**

**WATER TESTING FOR CFB BORDEN**

The document is attached separately - 4 Pages

## ANNEX B BASIS OF PAYMENT

### FIRM PERIOD

#### Year 1 - 1 February 2013 to 31 January 2014

The firm prices below are an all inclusive price in Canadian funds, including Canadian customs duties, excise taxes, F.O.B. Destination. The total amount of Goods and Service Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Charges for service rendered will be in accordance with the Scope of Work at Annex A and will be calculated in accordance with the following:

- |    |  |                       |          |
|----|--|-----------------------|----------|
| 1. | Potable and Non-Potable Water<br>- Test for Coliforms - Total and "E" coli<br>and Heterotrophic Plate Count  | Firm Price per sample | \$ _____ |
| 2. | Recreational Swimming Pool and Hot Tub<br>- Test for Total Coliform, E-coli, Ps.Aeruginosa,<br>S.Aureus, Presumptive Staph and Heterotrophic<br>Plate Count (HPC). | Firm Price per sample | \$ _____ |
| 3. | Nitrites/Nitrates - Chlorite/Chlorate  | Firm Price per sample | \$ _____ |
| 4. | THMS   | Firm Price per sample | \$ _____ |
| 5. | Organics/Inorganics  | Firm Price per sample | \$ _____ |
| 6. | Lead / Regulated Metals  | Firm Price per sample | \$ _____ |
| 7. | MCPA   | Firm Price per sample | \$ _____ |
| 8. | Radionuclides  | Firm Price per sample | \$ _____ |
| 9. | Weekly Pick Up and Delivery Rate   | Firm Price per week   | \$ _____ |

**OPTION PERIODS**

The firm prices below are an all inclusive price in Canadian funds, including Canadian customs duties, excise taxes, F.O.B. Destination. The total amount of Goods and Service Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Charges for service rendered will be in accordance with the Scope of Work at Annex A and will be calculated in accordance with the following:

**Year 2 - Option Period 1 - 1 February 2014 to 31 January 2015**

- |    |  |                       |          |
|----|--|-----------------------|----------|
| 1. | Potable and Non-Potable Water<br>- Test for Coliforms - Total and "E" coli<br>and Heterotrophic Plate Count  | Firm Price per sample | \$ _____ |
| 2. | Recreational Swimming Pool and Hot Tub<br>- Test for Total Coliform, E-coli, Ps.Aeruginosa,<br>S.Aureus, Presumptive Staph and Heterotrophic<br>Plate Count (HPC). | Firm Price per sample | \$ _____ |
| 3. | Nitrites/Nitrates - Chlorite/Chlorate  | Firm Price per sample | \$ _____ |
| 4. | THMS   | Firm Price per sample | \$ _____ |
| 5. | Organics/Inorganics  | Firm Price per sample | \$ _____ |
| 6. | Lead / Regulated Metals  | Firm Price per sample | \$ _____ |
| 7. | MCPA   | Firm Price per sample | \$ _____ |
| 8. | Radionuclides  | Firm Price per sample | \$ _____ |
| 9. | Weekly Pick Up and Delivery Rate   | Firm Price per week   | \$ _____ |

Solicitation No. - N° de l'invitation

W0113-120190/A

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

W0113-120190

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35215

Buyer ID - Id de l'acheteur

tor212

CCC No./N° CCC - FMS No/ N° VME

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**Year 3 - Option Period 2 - 1 February 2015 to 31 January 2016**

- |    |  |                       |          |
|----|--|-----------------------|----------|
| 1. | Potable and Non-Potable Water<br>- Test for Coliforms - Total and "E" coli<br>and Heterotrophic Plate Count  | Firm Price per sample | \$ _____ |
| 2. | Recreational Swimming Pool and Hot Tub<br>- Test for Total Coliform, E-coli, Ps.Aeruginosa,<br>S.Aureus, Presumptive Staph and Heterotrophic<br>Plate Count (HPC). | Firm Price per sample | \$ _____ |
| 3. | Nitrites/Nitrates - Chlorite/Chlorate  | Firm Price per sample | \$ _____ |
| 4. | THMS   | Firm Price per sample | \$ _____ |
| 5. | Organics/Inorganics  | Firm Price per sample | \$ _____ |
| 6. | Lead / Regulated Metals  | Firm Price per sample | \$ _____ |
| 7. | MCPA   | Firm Price per sample | \$ _____ |
| 8. | Radionuclides  | Firm Price per sample | \$ _____ |
| 9. | Weekly Pick Up and Delivery Rate   | Firm Price per week   | \$ _____ |

Solicitation No. - N° de l'invitation

W0113-120190/A

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

W0113-120190

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35215

Buyer ID - Id de l'acheteur

tor212

CCC No./N° CCC - FMS No/ N° VME

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**Year 4 - Option Period 3 - 1 February 2016 to 31 January 2017**

- |    |  |                       |          |
|----|--|-----------------------|----------|
| 1. | Potable and Non-Potable Water<br>- Test for Coliforms - Total and "E" coli<br>and Heterotrophic Plate Count  | Firm Price per sample | \$ _____ |
| 2. | Recreational Swimming Pool and Hot Tub<br>- Test for Total Coliform, E-coli, Ps.Aeruginosa,<br>S.Aureus, Presumptive Staph and Heterotrophic<br>Plate Count (HPC). | Firm Price per sample | \$ _____ |
| 3. | Nitrites/Nitrates - Chlorite/Chlorate  | Firm Price per sample | \$ _____ |
| 4. | THMS   | Firm Price per sample | \$ _____ |
| 5. | Organics/Inorganics  | Firm Price per sample | \$ _____ |
| 6. | Lead / Regulated Metals  | Firm Price per sample | \$ _____ |
| 7. | MCPA   | Firm Price per sample | \$ _____ |
| 8. | Radionuclides  | Firm Price per sample | \$ _____ |
| 9. | Weekly Pick Up and Delivery Rate   | Firm Price per week   | \$ _____ |

## ANNEX C INSURANCE REQUIREMENTS

### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - r. 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,

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284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

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

## **2. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**ANNEX D****CALCULATION OF PRICE FOR EVALUATION PURPOSES**

The rates proposed on Annex B, Basis of Payment will be used herein for Financial Evaluation. Should there be any discrepancies in the rates, the rates on Annex B, Basis of Payment will prevail.

The estimated usage for the proposed Contract is made in good faith and does not represent an agreement by the Crown for the estimated quantity.

**Year 1 - 01 February 2013 to 31 January 2014**

<b>Item</b>	<b>Description</b>	<b>Firm Rate</b>	<b>Estimated usage</b>	<b>Extended Total</b>
1	Potable and Non-Potable Water - Test for Coliforms - Total and "E" coli and Heterotrophic Plate Count	\$_____ per sample	1,040	\$
2	Recreational Swimming Pool and Hot Tub - Total Coliform, E-coli, Ps.Aeruginosa, S.Aureus, Presumptive Staph and Heterotrophic Plate Count (HPC)	\$_____ per sample	312	\$
3	Nitrites/Nitrates - Chlorite/Chlorate	\$_____ per sample	16	\$
4	THMS	\$_____ per sample	20	\$
5	Organics/Inorganics	\$_____ per sample	4	\$
6	Lead / Regulated Metals	\$_____ per sample	12	\$
7	MCPA	\$_____ per sample	4	\$
8	Radionuclides	\$_____ per sample	4	\$
9	Weekly Pick Up and Delivery Rate	\$_____ per sample	52	\$
TOTAL - YEAR 1 (Sum of the Extended Total)				\$

**OPTION PERIODS****Year 2 - Option Period 1 - 1 February 2014 to 31 January 2015**

<b>Item</b>	<b>Description</b>	<b>Firm Rate</b>	<b>Estimated usage</b>	<b>Extended Total</b>
1	Potable and Non-Potable Water - Test for Coliforms - Total and "E" coli and Heterotrophic Plate Count	\$_____ per sample	1,040	\$
2	Recreational Swimming Pool and Hot Tub - Total Coliform, E-coli, Ps.Aeruginosa, S.Aureus, Presumptive Staph and Heterotrophic Plate Count (HPC)	\$_____ per sample	312	\$
3	Nitrites/Nitrates - Chlorite/Chlorate	\$_____ per sample	16	\$
4	THMS	\$_____ per sample	20	\$
5	Organics/Inorganics	\$_____ per sample	4	\$
6	Lead / Regulated Metals	\$_____ per sample	12	\$
7	MCPA	\$_____ per sample	4	\$
8	Radionuclides	\$_____ per sample	4	\$
9	Weekly Pick Up and Delivery Rate	\$_____ per sample	52	\$
<b>TOTAL - YEAR 2 (Sum of the Extended Total)</b>				\$

**Year 3 - Option Period 2 - 1 February 2015 to 31 January 2016**

<b>Item</b>	<b>Description</b>	<b>Firm Rate</b>	<b>Estimated usage</b>	<b>Extended Total</b>
1	Potable and Non-Potable Water - Test for Coliforms - Total and "E" coli and Heterotrophic Plate Count	\$_____ per sample	1,040	\$
2	Recreational Swimming Pool and Hot Tub - Total Coliform, E-coli, Ps.Aeruginosa, S.Aureus, Presumptive Staph and Heterotrophic Plate Count (HPC)	\$_____ per sample	312	\$
3	Nitrites/Nitrates - Chlorite/Chlorate	\$_____ per sample	16	\$
4	THMS	\$_____ per sample	20	\$
5	Organics/Inorganics	\$_____ per sample	4	\$
6	Lead / Regulated Metals	\$_____ per sample	12	\$
7	MCPA	\$_____ per sample	4	\$
8	Radionuclides	\$_____ per sample	4	\$
9	Weekly Pick Up and Delivery Rate	\$_____ per sample	52	\$
<b>TOTAL - YEAR 3 (Sum of the Extended Total)</b>				\$

**Year 4 - Option Period 3 - 1 February 2016 to 31 January 2017**

<b>Item</b>	<b>Description</b>	<b>Firm Rate</b>	<b>Estimated usage</b>	<b>Extended Total</b>
1	Potable and Non-Potable Water - Test for Coliforms - Total and "E" coli and Heterotrophic Plate Count	\$_____ per sample	1,040	\$
2	Recreational Swimming Pool and Hot Tub - Total Coliform, E-coli, Ps.Aeruginosa, S.Aureus, Presumptive Staph and Heterotrophic Plate Count (HPC)	\$_____ per sample	312	\$
3	Nitrites/Nitrates - Chlorite/Chlorate	\$_____ per sample	16	\$
4	THMS	\$_____ per sample	20	\$
5	Organics/Inorganics	\$_____ per sample	4	\$
6	Lead / Regulated Metals	\$_____ per sample	12	\$
7	MCPA	\$_____ per sample	4	\$
8	Radionuclides	\$_____ per sample	4	\$
9	Weekly Pick Up and Delivery Rate	\$_____ per sample	52	\$
<b>TOTAL - YEAR 4 (Sum of the Extended Total)</b>				\$

**SCOPE OF WORK****WATER TESTING**

Testing of the potable and non-potable water, recreational swimming pool water and hot tub water at the Department of National Defence (DND), Canadian Forces Base (CFB) Borden, Borden, Ontario.

The Laboratory must be registered with the Standards Council of Canada and must provide their Accreditation Number showing their registration and/or CALA accreditation.

Water must be tested in accordance with Ontario Health requirements. In addition to the 27 weekly samples, as per Canadian Drinking Water Quality Guidelines (CDWQG) and Ontario Drinking Water Standard (ODWS), additional samples will be sent quarterly for testing for Nitrites/Nitrates, Chlorites/Chlorates and THMS, and semi-annually for testing of Organics/Inorganics. Annual testing will occur for Lead, MCPA, Radionuclides and regulated metals.

**Weekly Samples**

There will be 21 samples from various sites and 6 from recreational swimming pools (including the Hot Tub) to be tested weekly.

The Sites sampled are as follows:

Messes (4)	Bldg. T-116, Bldg. P-160, Bldg. A-153 and Bldg. A-140
Schools (4)	Bldg. P-148, Bldg.E-178, Bldg. O-113 and E-123
Untreated (2)	Landfill, Groundwater Well
Blackdown (2)	Bldg. BP-82 and Bldg. BP-85

Single sites sampled are: Hospital (Bldg. O-166), Canadian Forces Ammunition Depot (CFAD), Canadian Forces Fire Academy (CFFA).

The additional 6 samples will be at random locations picked by the sampler.

The potable and non-potable water samples must be tested for:  
Total Coliform, 'E' coli and Heterotrophic Plate Count (HPC).

The recreational swimming pools and hot tub must be tested for:  
Total Coliform, E-coli, Ps.Aeruginosa, S.Aureus, Presumptive Staph and Heterotrophic Plate Count (HPC).

**Quarterly Samples**

There will be a total of 8 samples (2 sites tested 4 times per year) to be tested quarterly as follows:

Nitrites/Nitrates – Chlorite/Chlorate must be tested quarterly in the months of January, April, July and October.

Location sites for samples (2): Tower Tap and Well

THMS must be tested quarterly in the months of March, June, September and December.  
Location sites for samples (5): Bldg. A-262, N Reservoir, BP-82, CFAD and Tower Tap.

**Semi-Annual Samples**

There will be a total of 8 samples (2 sites tested 4 time a year) to be tested semi-annually.  
Organics/inorganics to be tested in the months of May and November.  
Location sites for samples (2): Tower Tap and Well.

**Annual Samples** - Required for Lead, MCPA, Radionuclides and Regulated Metals – (12) sites.

All samples will be collected by the DND Base staff.

The Contractor must supply all necessary containers, coolers and ice packs for delivery. Weekly sample containers must be 300 ml in size.

All weekly pick-ups will be on Mondays between 2:00 p.m. and 3:30 p.m. Alternate arrangements will be made for statutory holidays as they occur.

Results must be received by 3:30 p.m., 54 hours from receipt of samples.

Immediate response is required by phone and FAX for an adverse sample. Same-day pick-up will be required for re-sampling due to an adverse result.

Sample results must be returned to:

Preventative Medicine Department  
30 Ortona Road, (Bldg. O-166)  
CFB Borden, Borden, Ontario L0M 1C0

Contact Information: To be provided on Contract Award

**AND**

Treatment Supervisor  
164 Cambrai Road,  
CFB Borden, Borden, ON

Contact Information: To be provided on Contract Award

In the event of an emergency or any circumstance and/or test result that jeopardizes public health; the Base Staff must be notified immediately as follows:

Treatment Supervisor:	As detailed above
Preventative Medicine Office	Contact information to be provided on contract award
Municipal Services Officer:	Contact information to be provided on contract award
Chief Operating Engineer:	Contact information to be provided on contract award

### **Provincial Schedule 23 and Health Canada / CFB Borden Inorganic Requirements**

Aluminum  
Antimony  
Arsenic  
Barium  
Boron  
Cadmium  
Chromium  
Copper  
Lead  
Manganese  
Mercury  
Nitrate and Nitrite (as Nitrogen) included in quarterly testing  
Selenium  
Silica  
Sodium  
Uranium

### **Provincial Schedule 24 and Health Canada / CFB Borden Organic Requirements**

Alachlor  
Aldicarb  
Aldrin + Dieldrin  
Atrazine + N-dealkylated metabolites  
Azinphos-methyl  
BDCM (included in quarterly THM testing)  
Bendiocarb  
Benzene  
Benzo(a)pyrene  
Bromate  
Bromoxynil  
Carbaryl  
Carbofuran  
Carbon Tetrachloride  
Chlordane (Total)  
Chlorpyrifos  
Chloramines  
Chlorate  
Chloride  
Chlorite  
Cyanide  
Cyanazine  
Cyanobacterial toxins-Microcystin-LR  
Diazinon  
Dicamba  
1,2 Dichlorobenzene  
1,4 Dichlorobenzene  
Dichlorodiphenyltrichloroethane (DDT) + metabolites  
1,2 Dichloroethane

## **Provincial Schedule 24 and Health Canada / CFB Borden Organic Requirements**

1,1 Dichloroethylene (vinylidene chloride)  
Dichloromethane  
2,4 Dichlorophenol  
2,4 Dichlorophenoxy acetic acid (2,4 D)  
Diclofop-methyl  
Dimethoate  
Dinoseb  
Diquat  
Diuron  
Ethylbenzene  
Glyphosphate  
Haloacetic acids – Total (HAAs)  
Heptachlor + Heptachlor Epoxide  
Lindane (Total)  
Malathion  
Methoxychlor  
Metolachlor  
Metribuzin  
Monochlorobenzene  
Methyl tertiary-butyl ether (MTBE)  
Nitrilotriacetic acid (NTA)  
Paraquat (as Dichloride)  
Parathion  
Pentachlorophenol  
Phorate  
Picloram  
Polychlorinated Biphenyls (PCB)  
Prometryne  
Simazine  
Temephos  
Terbufos  
Tetrachloroethylene (perchloroethylene)  
2,3,4,6 – Tetrachlorophenol  
Triallate  
Trichloroethylene  
2,4,6 – Trichlorophenol  
2,4,5 – Trichlorophenoxy acetic acid  
Trifluralin  
Toulene  
Vinyl Chloride