

**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> Sewer Plant Sampling and Testing	
<b>Solicitation No. - N° de l'invitation</b> W0113-120182/A	<b>Date</b> 2013-02-07
<b>Client Reference No. - N° de référence du client</b> W0113-120182	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-018-6196	
<b>File No. - N° de dossier</b> TOR-2-35272 (018)	<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 2013-03-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dhillon, Ambreen	<b>Buyer Id - Id de l'acheteur</b> tor018
<b>Telephone No. - N° de téléphone</b> (905) 615-2466 ( )	<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**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Sewer Plant Sampling and Testing 1- Contractor to supply all labour, material, equipment and transportation to perform testing of sewage and water samples for CFB Borden, Borden, ON as per supplied requirement • 2 - Sampling to be done weekly • 3 - Duration of contract from 01 January 2013 to 31 December 2013, with three option year periods. • 4 - Pricing shall be by the sample and billed monthly.	W0113	W0113	1	Each	\$	\$	See Herein	

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period
6. 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. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
9. Priority of Documents
10. Defence Contract

#### **List of Annexes:**

Annex A	Requirement
Annex B	Basis of Payment
Annex C	DND 626, Task Authorization Form

## PART 1 - GENERAL INFORMATION

### 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: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment and DND 626 Task Authorization Form.

### 2. Summary

The Department of National Defence has a requirement for Sewer Plant Sampling and Testing, at CFB Borden. A Task Authorization Contract will be issued to a single supplier, who will conduct sewage testing, and metal and chemical testing. The contract will be issued for one year at the time of contract award, with three option years.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT) and a Notice of Proposed Procurement will be posted on MERX for forty (40) days.

Pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

### 3. Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-11-19) 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 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 Tuesday February 19, 2013 at 10:00 am at CFB Borden, 16 Ramilies Road- Building C- Contracting Office. Bidders are requested to communicate with the Contracting Authority 2 days 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 (2 hard copies)

Section II: Financial Bid (2 hard copies)

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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Annex B- Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### 1.2 Exchange Rate Fluctuation

C3011T (2010-01-11) Exchange Rate Fluctuation

### 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**

- (a) Provide proof of SCC/CAEAL Accreditation Program from Environmental Laboratories

## **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**

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

( ) 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;

( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

( ) 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;

( ) 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.

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

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

### **1. Requirement**



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

## **1.2 Task Authorization**

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

### **1.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "TaskAuthorization Form for non-DND clients" or "Task Authorization" form specified in Annex E.
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 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the 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.

### **1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$2,500.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Project Authority and Contracting Authority before issuance.

### **1.2.3 Minimum Work Guarantee- All the Work- Task Authorization**

1. In this clause,  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

## **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>) issued by Public Works and Government Services Canada.

### **2.1 General Conditions**

2035 (2012-11-19) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **3. Term of Contract**

### **3.1 Period of the Contract**

The period of the Contract will be one year from the date of Contract Award.

### **3.2 Option to extend the Contract**

There are three option years that can be exercised to extend the Contract.

## **4. Authorities**

### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ambreen Dhillon  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Ontario Region  
33 City Centre Dr., Suite 480C  
Mississauga, ON L5B 2N5

Telephone: (905) 615-2466  
Facsimile: (905) 615-2060  
E-mail address: ambreen.dhillon@pwgsc.gc.ca

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

### **4.2 Project Authority**

The Project Authority for the Contract is:  
(to be provided at Contract award)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Solicitation No. - N° de l'invitation

W0113-120182/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

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

W0113-120182

File No. - N° du dossier

TOR-2-35272

CCC No./N° CCC - FMS No/ N° VME

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.

#### **4.3 Contractor's Representative**

(to be provided at Contract award)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

### **5. Payment**

#### **5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex B as specified in the authorized TA. Customs duties are exempt and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

#### **5.2 Limitation of Expenditure- Task Authorization**

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

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

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

### **6. Invoicing Instructions**

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.

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 Project Authority identified under the section entitled "Authorities" of the Contract.

## **7. Certifications**

### **7.1 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.

## **8. Applicable Laws**

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

## **9. 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 (2012-11-19) Higher Complexity - Services
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the signed Task Authorizations
- (f) the Contractor's bid dated \_\_\_\_\_, (insert date of bid)

## **10. Defence Contract**

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

## ANNEX A Requirement

1. Analyze a minimum of five (5) samples each week (from the following locations: 1.) Raw, 2.) Primary, 3.) Weir# 1, 4.) Weir #2 and 5.) Final for the following:

- a) Biochemical oxygen demand (BOD)
- b) Total suspended solids (TSS)
- c) Total phosphorus (TP)
- d) Ammonia as N
- e) Nitrate (N)
- f) Nitrite (N)
- g) Total Kjeldahl Nitrogen
- h) E. Coli

Total of forty (40) tests per week. (Composed of eight (8) tests per sample X five (5) samples per week). (2,080 samples per year).

2. The samples are to be picked up by the testing facility every wednesday during a two hour period between 1200 hrs and 1400 hrs (to be confirmed upon award) at Bldg 0-97 and the test results are to be returned to the WSPOL Supervisor by e-mail within (10) working days followed by a mailed report within fifteen (15) working days of the sample pick-up.

3. The required forms, sample bottles; (500ml PET for a to g), ( 250 ml for h), coolers and ice packs are to be supplied by the testing facility.

4. Samples to be drawn and sample bottles to be filled by DND personnel

5. Laboratory shall be accredited or certified by the SCC/CAEAL Accreditation Program for Environmental Laboratories.

6. Sewage and water testing shall be performed as per the following:

### Testing Required

#### Water Heavy Metals and Chemical

Nickel	Alkalinity (CaCo3)
Zinc	Conductivity
Cadium	Hardness (CaCo3)
Chromium	Nitrate (N)
Lead	PH
Vanadium	Sulfide
Molybdenum	Aluminum
Silver	Copper
Barium	Iron
Beryllium	Nitrite (N)
Strontium	Sodium
Titanium	Turbidity
Thallium	Colour
Uranium	Dissolved Organic Carbon
Boron	Manganese
Arsenic	Organic Nitrogen
Selenium	Sulfate

Solicitation No. - N° de l'invitation

W0113-120182/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-120182

TOR-2-35272

Antimony  
Cobalt  
Silica

Trihalometanes

## Sewage Heavy Metals and Chemical

Nickel  
Lead  
Zinc  
Cadium  
Cobalt  
Chromium  
Molybdenum  
Arsenic  
Bismuth  
Selenium  
Mercury  
Oxygen demand; biochemical  
Solids; Total  
Solids; Volatile  
Solvent extractable  
Nitrogen, Nitrite  
Nitrogen, Nitrate + Nitrite  
Nitrogen, ammonia + ammonium  
Phosphorus, phosphate  
Nitrogen, total Kjeldahl  
Phosphorus, total  
Escherichia coli  
Fecal streptococcus

Alkalinity (CaCo3)  
Conductivity  
Hardness (CaCo3)  
Nitrate (N)  
PH  
Sulfide  
Aluminum  
Silver  
Copper  
Iron  
Nitrite (N)  
Sodium  
Vanadium  
Turbidity  
Colour  
Dissolved Organic Carbon  
Manganese  
Organic Nitrogen  
Sulfate  
Trihalometanes

## Annex B Basis of Payment

Solicitation No. - N° de l'invitation

W0113-120182/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-120182

TOR-2-35272

Year 1

Prices shall include all labour, material, overhead, transportation and all other charges, excluding Goods and Services and Harmonised Sales Tax.

## A) Sewage Testing

Type of Testing	Estimated Samples	Cost per sample
Sewage Testing	260 (5 samples per week- times 52 weeks)	\$ _____

## B) Metal and Chemical Testing

Type of Testing	Estimated Samples	Cost per sample
Water Heavy Metals Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Water Chemical Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Sewage Metal Testing	12 samples (3 locations- 4 samples per year)	\$ _____
Sewage Chemical Testing	3 samples (3 locations- 1 sample per year)	\$ _____

Solicitation No. - N° de l'invitation

W0113-120182/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-120182

TOR-2-35272

**Option Year 1**

Prices shall include all labour, material, overhead, transportation and all other charges, excluding Goods and Services and Harmonised Sales Tax.

**A) Sewage Testing**

<b>Type of Testing</b>	<b>Estimated Samples</b>	<b>Cost per sample</b>
Sewage Testing	260 (5 samples per week- times 52 weeks)	\$ _____

**B) Metal and Chemical Testing**

<b>Type of Testing</b>	<b>Estimated Samples</b>	<b>Cost per sample</b>
Water Heavy Metals Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Water Chemical Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Sewage Metal Testing	12 samples (3 locations- 4 samples per year)	\$ _____
Sewage Chemical Testing	3 samples (3 locations- 1 sample per year)	\$ _____



Solicitation No. - N° de l'invitation

W0113-120182/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-120182

TOR-2-35272

## Option Year 2

Prices shall include all labour, material, overhead, transportation and all other charges, excluding Goods and Services and Harmonised Sales Tax.

## A) Sewage Testing

Type of Testing	Estimated Samples	Cost per sample
Sewage Testing	260 (5 samples per week- times 52 weeks)	\$ _____

## B) Metal and Chemical Testing

Type of Testing	Estimated Samples	Cost per sample
Water Heavy Metals Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Water Chemical Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Sewage Metal Testing	12 samples (3 locations- 4 samples per year)	\$ _____
Sewage Chemical Testing	3 samples (3 locations- 1 sample per year)	\$ _____

Solicitation No. - N° de l'invitation

W0113-120182/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0113-120182

TOR-2-35272

## Option Year 3

Prices shall include all labour, material, overhead, transportation and all other charges, excluding Goods and Services and Harmonised Sales Tax.

## A) Sewage Testing

Type of Testing	Estimated Samples	Cost per sample
Sewage Testing	260 (5 samples per week- times 52 weeks)	\$ _____

## B) Metal and Chemical Testing

Type of Testing	Estimated Samples	Cost per sample
Water Heavy Metals Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Water Chemical Testing	8 samples (4 locations- 2 samples per year)	\$ _____
Sewage Metal Testing	12 samples (3 locations- 4 samples per year)	\$ _____
Sewage Chemical Testing	3 samples (3 locations- 1 sample per year)	\$ _____

Solicitation No. - N° de l'invitation

W0113-120182/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

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

W0113-120182

File No. - N° du dossier

TOR-2-35272

CCC No./N° CCC - FMS No/ N° VME

## **ANNEX C**

### **DND 626 TASK AUTHORIZATION FORM**