

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

**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

Title - Sujet Water & Soil Testing	
Solicitation No. - N° de l'invitation W4M00-13C342/A	Date 2013-02-21
Client Reference No. - N° de référence du client DND	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-205-8453	
File No. - N° de dossier WPG-2-35277 (205)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-11	Time Zone Fuseau horaire Central Standard Time CST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Beaudette, Monique	Buyer Id - Id de l'acheteur wpg205
Telephone No. - N° de téléphone (204) 983-6676 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE WCE/Contracts 17 Wing P.O. Box 17000 Stn Forces Winnipeg Manitoba R3J 3Y5 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 - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Delivery Required - Livraison exigée See Herein	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

Water & Soil Testing, Department of National Defence, 17 Wing - W4M00-13C342

This Contract is raised against Supply Arrangement EW479-130790/EDM. All terms and condition of the Supply Arrangement shall be incorporated.

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Solicitation No. - N° de l'invitation

W4M00-13C342/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-2-35277

Buyer ID - Id de l'acheteur

wpg205

CCC No./N° CCC - FMS No/ N° VME

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List of Annexes:

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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 Insurance Requirements; and

Part 7 Resulting Contract Clauses.

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

2. Summary

For the supply of all labour, material, tools, equipment, transportation and supervision necessary to provide water and soil testing and supply reports for various 17 Wing locations for Department of National Defence as detailed in the Statement of Work (attached hereto as Annex A). The Contract will be in place from date of Contract award to February 28, 2015 with Canada retaining an irrevocable option to extend the Contract for two (2) additional consecutive one (1) year periods and one (1) additional eight (8) month period. The services must be provided in accordance with the terms and conditions specified herein.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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: one hundred and twenty (120) 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 copy)

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) (<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 "Basis of Payment in Annex "B". 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

The Contractor must provide proof of the following accreditation with their bid:

Member of Canadian Analytical Laboratories Association (CALA) and/or Accreditation under Standards Council of Canada (SCC) for Environmental Labs (CAN-P-1585).

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0222T(2010-01-11), Evaluation of Price

2. Basis of Selection

2.1 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:

- (a) The Bidder or the member of the joint venture
- (b) 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;
- (c) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (d) 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;

- (e) [] has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner. "pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES [] NO []

If so, the Bidder must provide the following information:

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

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy.

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, 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

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

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.

1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) hours 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.

1.1.2 Task Authorization Limit

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

1.1.3 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.

1.1.4 Periodic Usage Reports - Contracts with Task Authorization

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 or in **Annex "E"**. 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 seven (7) 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 (contracting authority to edit the text as applicable):

For each authorized task:

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

For all authorized tasks:

- (i) the amount (GST or HST extra) 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, GST or HST extra, expended to date against all authorized Tas.

1.1.5 Task Authorization - Department of National Defence

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

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 is from the date of Contract award to February 28, 2015.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) and one (1) additional eight month period under the same conditions.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least three (3) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Monique Beaudette
Supply Officer
Public Works and Government Services Canada
Western Region
Acquisitions Section
Suite 100-167 Lombard Avenue
P.O. Box 1408
Winnipeg, MB R3C 2Z1

Telephone: (204) 983-6676

Facsimile: (204) 983-7796

E-mail address: monique.beaudette@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.

4.2 Project Authority

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

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 completed by the bidder)

Name: _____
 Title: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5. Payment

5.1 Basis of Payment - Firm Price

For the Work described in the Statement of Work in Annex A and relating to Scheduled Services in Annex B:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

5.1.1 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

5.2 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA. Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

5.2.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ TBD. 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.

5.3 Monthly Payment

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

5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes, Foreign-based Contractor

5.5 Discretionary Audit

SACC Manual Clause C0705C (2010-01-11) Discretionary Audit

6. Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;
- 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.

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 Manitoba.

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), General Conditions - Higher Complexity Services;
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated _____,

10. Defence Contract

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

11. Insurance Requirements

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

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

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

ANNEX A

STATEMENT OF WORK

1 GENERAL

.1 References.

- .1 Standard Methods for the Examination of Water and Wastewater, most current edition.
- .2 Guidelines for Canadian Drinking Water Quality Health and Welfare Canada Cat. most current edition.
- .3 EPS 1-EC-76-1 Guidelines for Effluent Quality and Wastewater Treatment at Federal Establishments (Environment Canada).
- .4 The Development of Soil Clean-up Criteria in Canada most current edition.

.2 Testing Laboratory Qualifications.

- .1 Testing laboratory must be a government certified laboratory to perform all tests listed below.
- .2 A copy of government certification must be included in the tender documents.
- .3 Potable and well water analysis and test list:
 - .1 Alkyl Benzene (ABS),
 - .2 Chlorine (Cl),
 - .3 Copper (Cu),
 - .4 Carbon Chloroform Extract(CCE),
 - .5 Cyanide (Cn),
 - .6 Iron (Fe),
 - .7 Manganese (Mn),
 - .8 Nitrate (NO₃),
 - .9 Phenols,
 - .10 Sulphate (SO₄),
 - .11 Zinc (Zn),
 - .12 Turbidity,
 - .13 Colour,
 - .14 Arsenic (As),
 - .15 Barium (Ba),
 - .16 Cadmium (Cd),
 - .17 Chromium (Hexavalent) (Cr⁺⁶),
 - .18 Lead (Pb),
 - .19 Selenium (Se),
 - .20 Silver (Ag),
 - .21 Any and all tests listed in the Canadian Drinking Water Guidelines for potability, and
 - .22 Bacteriological, Total Coliform and E. Coli.

.4 Wastewater analysis and test list:

- .1 Suspended solids,
- .2 B.O.D. - Influent,
- .3 B.O.D. - Effluent,
- .4 Dissolved Oxygen,
- .5 Silver,
- .6 Glycol,
- .7 Mercury,
- .8 Total Phosphates,
- .9 Phenols,
- .10 Total Nitrogen,
- .11 Total Lead,
- .12 Volatile Acids,
- .13 Phosphorous,
- .14 Total Oil and Grease,
- .15 Bacteriological, total coliform and E. Coli,
- .16 Solvent (Benzene, Toluene, Ethyl Benzene, o-Xylene, m+p-Xylenes, Xylenes, Fl(C6-C10) and Surrogate: 4-Bromofluorobenzene (SS,
- .17 Hydrocarbons,
- .18 BTEX,
- .19 Nitrogen,
- .20 PCBs, and
- .21 Sulphide.

.5 Soil analysis and test list:

- .1 Lead,
- .2 Copper,
- .3 Hydrocarbons,
- .4 Mercury,
- .5 Salts,
- .6 BTEX,
- .7 PH,
- .8 Conductivity,
- .9 Sulphur,
- .10 Phosphorous,
- .11 PCBs, and
- .12 ICP Analysis Lab.

.6 Pool Water:

- .1 Standard Plate Count,
- .2 Pseudomonas Aeruginosa,
- .3 Total and fecal coliform, and
- .4 HPC as required.

2 EXECUTION

- .1 Weekly sample testing must be conducted and reported on for each of the lift Station and Sewage plant as outlined in Para 2.4
- .2 Weekly sample testing must be conducted and reported on for each of the Main Pool, Kiddie pool and Hot Tub located in Bldg. 90 as outlined in Para 2.6

-
- .3 Weekly sample testing must be conducted and reported on for random building potable water as outlined in Para 2.3
 - .4 All other testing outside of scheduled requests (Task Authorizations) shall be on a "as and when requested" Basis
 - .5 Perform all tests required in accordance with referenced procedures.
 - .6 Perform only those tests specified on request in accordance with the day-to-day demand.
 - .7 Provide a written final certificate of analysis by fax or email within two weeks of receipt of sample for all parameters.
 - .8 Testing laboratory to provide sufficient and proper sampling containers for submitting samples and specify sample quantity and size for requested tests.
 - .9 Contract shall include sample pick-up from Building 131 - Canadian Forces Base Winnipeg, North Site.
 - .10 Where tests or inspections by the designated testing laboratory do not comply with contract specifications, all additional testing and associated costs will be paid by the testing facility.
 - .11 All sample testing must be started within four hours after collection, i.e. phenols, BOD, HPC. All samples must be stored at or below 4°C while in transit in accordance with standard methods.
 - .12 Security Requirement
 - .1 If requested by the Engineer, the Contractor may be required to supply the names of all personnel that require access to the work sites, and on a regular basis as employees change or as requested by the Engineer.
 - .2 This requirement may be put in place to ensure quick access to the worksites. If a Contractor's employee name is not provided in advance, the Contractor's employee may experience delays in getting access. Any time lost while the Contractor's employees are waiting for access due to names not being forwarded to the Engineer, will be the responsibility of the Contractor.
 - .13 All invoices submitted for payment shall be accompanied by a copy of the 626 Task Authorization form.
 - .14 Invoices are to include a breakdown as follows:
 - .1 Rates of pay and hours of work for each tradesperson.
 - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
 - .3 Extended total.
 - .4 Goods and Services Tax (GST) to be shown as a separate item.

Solicitation No. - N° de l'invitation

W4M00-13C342/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

wpg205

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

DND

CCC No./N° CCC - FMS No/ N° VME

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- .5 Where sub-contracting is involved, a copy of the paid sub-contractor's invoice shall accompany the invoice against the requisition.
- .6 Where discount or mark-up is applicable, please indicate separately.
- .15 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

ANNEX B

BASIS OF PAYMENT

It is **MANDATORY** that Bidders submit firm prices/rates for the period of the proposed Contract for all items listed hereafter. **This section, when completed, will be considered as the Bidder's financial proposal.**

Bidders shall provide bids as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the RFP.

The quantities specified below are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Contract. Rates MUST include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

<p style="text-align: center;">TABLE 1 Contract Period: date of award - 28 February 2014 Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination</p>					
Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
Scheduled Services					
A	Potable and Well Water Analysis				
1	Any and all tests listed in the Canadian Drinking Water Guidelines for potability	24	test	\$	\$
2	Bacteriological, Total Coliform and e.coli	52	test	\$	\$
B	Wastewater Analysis				
1	Suspended solids	52	test	\$	\$
2	B.O.D. - Influent	104	test	\$	\$
3	B.O.D. - Effluent	104	test	\$	\$
4	Dissolved Oxygen	52	test	\$	\$
5	Silver	52	test	\$	\$
6	Glycol	52	test	\$	\$
7	Mercury	52	test	\$	\$
8	Total Phosphates	52	test	\$	\$
9	Phenols	52	test	\$	\$

TABLE 1					
Contract Period: date of award - 28 February 2014					
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination					
Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
10	Total Nitrogen	52	test	\$	\$
11	Total Lead	52	test	\$	\$
12	Volatile Acids	52	test	\$	\$
13	Phosphorous	52	test	\$	\$
14	Total Oil and Grease	52	test	\$	\$
15	Bacteriological, total coliform and E. coli	104	test	\$	\$
16	Solvent	52	test	\$	\$
17	Hydro carbons	52	test	\$	\$
18	BTEX	52	test	\$	\$
19	Nitrogen	52	test	\$	\$
20	PCBs	52	test	\$	\$
21	Sulphide	52	test	\$	\$
C	Pool Water				
1	Standard Plate Count	156	test	\$	\$
2	Pseudomonas Aeruginosa	156	test	\$	\$
3	Total and fecal coliform	156	test	\$	\$
As and When Requested Services					
D	Soil Analysis				
	Lead	5	test	\$	\$
	Copper	5	test	\$	\$
	Hydrocarbons	20	test	\$	\$
	Mercury	5	test	\$	\$
	Salts	5	test	\$	\$
	BTEX	20	test	\$	\$
	PH	5	test	\$	\$
	Conductivity	5	test	\$	\$
	Sulphur	5	test	\$	\$
	Phosphorous	5	test	\$	\$
	PCBs	5	test	\$	\$
	ICP Analysis Lab	5	test	\$	\$
E	Pool Water (As and When requested Services)				
	HPC	10	test	\$	\$
Subtotal (1):					\$

TABLE 2
Contract Period: 1 March 2014 - 28 February 2015
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination

Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
Scheduled Services					
A	Potable and Well Water Analysis				
1	Any and all tests listed in the Canadian Drinking Water Guidelines for potability	24	test	\$	\$
2	Bacteriological, Total Coliform and e.coli	52	test	\$	\$
B	Wastewater Analysis				
1	Suspended solids	52	test	\$	\$
2	B.O.D. - Influent	104	test	\$	\$
3	B.O.D. - Effluent	104	test	\$	\$
4	Dissolved Oxygen	52	test	\$	\$
5	Silver	52	test	\$	\$
6	Glycol	52	test	\$	\$
7	Mercury	52	test	\$	\$
8	Total Phosphates	52	test	\$	\$
9	Phenols	52	test	\$	\$
10	Total Nitrogen	52	test	\$	\$
11	Total Lead	52	test	\$	\$
12	Volatile Acids	52	test	\$	\$
13	Phosphorous	52	test	\$	\$
14	Total Oil and Grease	52	test	\$	\$
15	Bacteriological, total coliform and E. coli	104	test	\$	\$
16	Solvent	52	test	\$	\$
17	Hydro carbons	52	test	\$	\$
18	BTEX	52	test	\$	\$
19	Nitrogen	52	test	\$	\$
20	PCBs	52	test	\$	\$
21	Sulphide	52	test	\$	\$
C	Pool Water				
1	Standard Plate Count	156	test	\$	\$
2	Pseudomonas Aeruginosa	156	test	\$	\$
3	Total and fecal coliform	156	test	\$	\$
As and When Requested Services					
D	Soil Analysis				
	Lead	5	test	\$	\$
	Copper	5	test	\$	\$
	Hydrocarbons	20	test	\$	\$
	Mercury	5	test	\$	\$
	Salts	5	test	\$	\$

TABLE 2					
Contract Period: 1 March 2014 - 28 February 2015					
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination					
Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
	BTEX	20	test	\$	\$
	PH	5	test	\$	\$
	Conductivity	5	test	\$	\$
	Sulphur	5	test	\$	\$
	Phosphorous	5	test	\$	\$
	PCBs	5	test	\$	\$
	ICP Analysis Lab	5	test	\$	\$
E	Pool Water (As and When requested Services)				
	HPC	10	test	\$	\$
	Subtotal (2):				\$

TABLE 3					
Option Period 1: 1 March 2015 - 29 February 2016					
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination					
Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
Scheduled Services					
A	Potable and Well Water Analysis				
1	Any and all tests listed in the Canadian Drinking Water Guidelines for potability	24	test	\$	\$
2	Bacteriological, Total Coliform and e.coli	52	test	\$	\$
B	Wastewater Analysis				
1	Suspended solids	52	test	\$	\$
2	B.O.D. - Influent	104	test	\$	\$
3	B.O.D. - Effluent	104	test	\$	\$
4	Dissolved Oxygen	52	test	\$	\$
5	Silver	52	test	\$	\$
6	Glycol	52	test	\$	\$
7	Mercury	52	test	\$	\$
8	Total Phosphates	52	test	\$	\$
9	Phenols	52	test	\$	\$

TABLE 3
Option Period 1: 1 March 2015 - 29 February 2016
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination

Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
10	Total Nitrogen	52	test	\$	\$
11	Total Lead	52	test	\$	\$
12	Volatile Acids	52	test	\$	\$
13	Phosphorous	52	test	\$	\$
14	Total Oil and Grease	52	test	\$	\$
15	Bacteriological, total coliform and E. coli	104	test	\$	\$
16	Solvent	52	test	\$	\$
17	Hydro carbons	52	test	\$	\$
18	BTEX	52	test	\$	\$
19	Nitrogen	52	test	\$	\$
20	PCBs	52	test	\$	\$
21	Sulphide	52	test	\$	\$
C	Pool Water				
1	Standard Plate Count	156	test	\$	\$
2	Pseudomonas Aeruginosa	156	test	\$	\$
3	Total and fecal coliform	156	test	\$	\$
As and When Requested Services					
D	Soil Analysis				
	Lead	5	test	\$	\$
	Copper	5	test	\$	\$
	Hydrocarbons	20	test	\$	\$
	Mercury	5	test	\$	\$
	Salts	5	test	\$	\$
	BTEX	20	test	\$	\$
	PH	5	test	\$	\$
	Conductivity	5	test	\$	\$
	Sulphur	5	test	\$	\$
	Phosphorous	5	test	\$	\$
	PCBs	5	test	\$	\$
	ICP Analysis Lab	5	test	\$	\$
E	1 Pool Water (As and When requested Services)				
	HPC	10	test	\$	\$
	Subtotal (3):				\$

TABLE 4
Option Period 2: 1 March 2016 - 28 February 2017
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination

Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
Scheduled Services					
A	Potable and Well Water Analysis				
1	Any and all tests listed in the Canadian Drinking Water Guidelines for potability	24	test	\$	\$
2	Bacteriological, Total Coliform and e.coli	52	test	\$	\$
B	Wastewater Analysis				
1	Suspended solids	52	test	\$	\$
2	B.O.D. - Influent	104	test	\$	\$
3	B.O.D. - Effluent	104	test	\$	\$
4	Dissolved Oxygen	52	test	\$	\$
5	Silver	52	test	\$	\$
6	Glycol	52	test	\$	\$
7	Mercury	52	test	\$	\$
8	Total Phosphates	52	test	\$	\$
9	Phenols	52	test	\$	\$
10	Total Nitrogen	52	test	\$	\$
11	Total Lead	52	test	\$	\$
12	Volatile Acids	52	test	\$	\$
13	Phosphorous	52	test	\$	\$
14	Total Oil and Grease	52	test	\$	\$
15	Bacteriological, total coliform and E. coli	104	test	\$	\$
16	Solvent	52	test	\$	\$
17	Hydro carbons	52	test	\$	\$
18	BTEX	52	test	\$	\$
19	Nitrogen	52	test	\$	\$
20	PCBs	52	test	\$	\$
21	Sulphide	52	test	\$	\$
C	Pool Water				
1	Standard Plate Count	156	test	\$	\$
2	Pseudomonas Aeruginosa	156	test	\$	\$
3	Total and fecal coliform	156	test	\$	\$
As and When Requested Services					
D	Soil Analysis				
	Lead	5	test	\$	\$
	Copper	5	test	\$	\$
	Hydrocarbons	20	test	\$	\$
	Mercury	5	test	\$	\$
	Salts	5	test	\$	\$
	BTEX	20	test	\$	\$

TABLE 4					
Option Period 2: 1 March 2016 - 28 February 2017					
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination					
Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
	PH	5	test	\$	\$
	Conductivity	5	test	\$	\$
	Sulphur	5	test	\$	\$
	Phosphorous	5	test	\$	\$
	PCBs	5	test	\$	\$
	ICP Analysis Lab	5	test	\$	\$
E	1 Pool Water (As and When requested Services)				
	HPC	10	test	\$	\$
	Subtotal (4):				\$

TABLE 5					
Option Period 3: 1 March 2017- 31 October 2017					
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination					
Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
Scheduled Services					
A	Potable and Well Water Analysis				
1	Any and all tests listed in the Canadian Drinking Water Guidelines for potability	24	test	\$	\$
2	Bacteriological, Total Coliform and e.coli	52	test	\$	\$
B	Wastewater Analysis				
1	Suspended solids	52	test	\$	\$
2	B.O.D. - Influent	104	test	\$	\$
3	B.O.D. - Effluent	104	test	\$	\$
4	Dissolved Oxygen	52	test	\$	\$
5	Silver	52	test	\$	\$
6	Glycol	52	test	\$	\$
7	Mercury	52	test	\$	\$
8	Total Phosphates	52	test	\$	\$
9	Phenols	52	test	\$	\$
10	Total Nitrogen	52	test	\$	\$
11	Total Lead	52	test	\$	\$

TABLE 5
Option Period 3: 1 March 2017- 31 October 2017
Firm Unit Pricing, G.S.T. Extra (if applicable), F.O.B. Destination

Item No.	Description	Est'd Qty	Unit of Issue	Unit Price	Extended Price
12	Volatile Acids	52	test	\$	\$
13	Phosphorous	52	test	\$	\$
14	Total Oil and Grease	52	test	\$	\$
15	Bacteriological, total coliform and E. coli	104	test	\$	\$
16	Solvent	52	test	\$	\$
17	Hydro carbons	52	test	\$	\$
18	BTEX	52	test	\$	\$
19	Nitrogen	52	test	\$	\$
20	PCBs	52	test	\$	\$
21	Sulphide	52	test	\$	\$
C	Pool Water				
1	Standard Plate Count	156	test	\$	\$
2	Pseudomonas Aeruginosa	156	test	\$	\$
3	Total and fecal coliform	156	test	\$	\$
As and When Requested Services					
D	Soil Analysis				
	Lead	5	test	\$	\$
	Copper	5	test	\$	\$
	Hydrocarbons	20	test	\$	\$
	Mercury	5	test	\$	\$
	Salts	5	test	\$	\$
	BTEX	20	test	\$	\$
	PH	5	test	\$	\$
	Conductivity	5	test	\$	\$
	Sulphur	5	test	\$	\$
	Phosphorous	5	test	\$	\$
	PCBs	5	test	\$	\$
	ICP Analysis Lab	5	test	\$	\$
E	1 Pool Water (As and When requested Services)				
	HPC	10	test	\$	\$
	Subtotal (5):				\$

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (L) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (M) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (N) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2.0 Errors and Omissions Liability Insurance

SACC Manual Clause G2002C (2008-05-12) Errors and Omissions Liability Insurance

Solicitation No. - N° de l'invitation

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WPG-2-35277

Buyer ID - Id de l'acheteur

wpg205

CCC No./N° CCC - FMS No/ N° VME

ANNEX "D"

DND 626 TASK AUTHORIZATION FORM

Reference attached PDF Document titled, "*Annex D - DND 626 TA Form*" attached herein.

ANNEX "E"

TASK AUTHORIZATION USAGE FORM

Reference attached PDF Document titled, "*Annex E - TA Usage Form*" attached herein.

**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à		
Delivery/Completion date – Date de livraison/d'achèvement	<p>_____</p> <p>Date for the Department of National Defence pour le ministère de la Défense nationale</p>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU' AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____</p> <p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		<p>Contract no. – N° du contrat</p> <hr/> <p>Task no. – N° de la tâche</p>
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à	<p>_____</p> <p style="text-align: center;">Date</p> <p style="text-align: right;">_____ for the Department of National Defence pour le ministère de la Défense nationale</p>	
Delivery/Completion date – Date de livraison/d'achèvement	<p>_____</p>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
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<p>_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

Instructions for completing DND 626 - Task Authorization

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Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

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Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

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Note:

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Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

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N° de la tâche

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N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

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Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

**ANNEX E
TASK AUTHORIZATION USAGE FORM**

The Contractor must provide quarterly Task Authorization (TA) usage reports . The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 July	01 April	30 June
15 October	01 July	30 September
15 January	01 October	31 December
15 April	01 January	31 March

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
Total Dollar Value of TAs for this Period:			
Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):			

[] Check this box if you are submitting a NIL **REPORT** (We have not done any business with Canada under this Contract, for this period).

Please send all reports to the attention of the Contracting Authority:

Name: Monique Beaudette
 E-mail: monique.beaudette@pwgsc-tpsgc.gc.ca
 Fax: (204)983-7796