

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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 Portable Latrine Maintenance	
Solicitation No. - N° de l'invitation W0127-13ES13/A	Date 2013-09-13
Client Reference No. - N° de référence du client DND	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-014-9943	
File No. - N° de dossier EDM-2-35361 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-28	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
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: Campbell (NCS), Brad	Buyer Id - Id de l'acheteur ncs005
Telephone No. - N° de téléphone (780) 497-3911 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Engineer Services Company EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J 4J5 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
Northern Contaminated Site Program
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

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

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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 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

2. Summary

For the rental of portable toilets (min. 20) and grey water tanks (2 x 250 gal), servicing of rented units, and the servicing of septic tanks for the Department of National Defence, CFB/ASU Edmonton, Edmonton AB, for a duration of three years from contract award.

A portion of the work is scheduled and a portion of the work is on an "as and when requested basis".

Evidence that sewage will be accepted by an Accredited Sewage Treatment Facility is a requirement of this contract.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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 (2013-06-01) 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 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. Former Public Servant

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

In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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 Applicable Taxes.

4. 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.

5. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- Section I: Technical Bid (1 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copies)

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 ability 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 Applicable Taxes must be shown separately.

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

These criteria must be met prior to award of a contract. Failure to meet any of the following mandatory criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within seven (7) days of a request by the Contracting Authority.

- a) Evidence that the sewage waste from this contract will be accepted by an Accredited Sewage Treatment Facility.

1.2 Financial Evaluation

- 1.2.1 The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.
- 1.2.2 The Total Extended Prices for each year will be added together to obtain the Total Evaluated Bid Price.
- 1.2.3 *SACC Manual* Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

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

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP)

for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

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

PART 6 - SECURITY, FINANCIAL AND OTHER 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".

1.2 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

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

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Annex D.

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 3 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 \$10,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

1.2.4 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by _____ (insert: the applicable Department of National Defence designation, i.e. D MAR P 4-6-8). 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 (2013-06-07), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is for three years from contract award.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christopher Lau

Title: Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Western Region

Address: 5th Floor, 10025 Jasper Ave., Edmonton, AB T5J 1S6

Telephone: 780-497-3981

Facsimile: 780-497-3510

E-mail address: christopher.lau@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

(To be Provided at Contract Award)

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The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

5.3 Contractor's Representative

(To be provided by bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

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 Applicable Taxes are extra.

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

7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

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

7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C2000C (2007-11-30), Taxes - Foreign-based Contractor

8. Invoicing Instructions

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

Instruction to contracting officers: Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.

Each invoice must be supported by:

- a. for "as and when requested" work, the work order record number requesting the service must appear on the invoice.

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.

9. Certifications

9.1 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.

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2013-06-27), General Conditions - Higher Complexity - Services
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (h) Annex C, Insurance Requirements;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*" _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

12. Defence Contract

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

13. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

14. Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

15. 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

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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.

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ANNEX A

STATEMENT OF WORK

(ATTACHED)

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ANNEX B

BASIS OF PAYMENT

(ATTACHED)

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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 2 Contractor's Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per

accident or occurrence and in the annual aggregate.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Type 2 Contractor's Pollution Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Separation of Insureds: 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.
 - (d) 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.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

Solicitation No. - N° de l'invitation

W0127-13ES13/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-2-35361

Buyer ID - Id de l'acheteur

edm014

CCC No./N° CCC - FMS No/ N° VME

ANNEX "D"

DND 626 TASK AUTHORIZATION FORM

(ATTACHED)



DEPARTMENT OF NATIONAL DEFENCE

SCOPE OF WORK

SUPPLY AND MAINTAIN PORTABLE LATRINES,
GREY WATER HOLDING TANKS AND
SERVICING OF SEPTIC TANKS

STATEMENT OF WORK

JOB NO. 13ES13

DATE: 23 NOV 2012

Work under this contract shall consist of:

- 1) a) the rental of 20 portable latrines, complete with hand sanitizer dispensers, on an annual basis, to include twice per week servicing, invoiced monthly,
- b) 6 portable latrines, complete with hand sanitizer dispensers, on a seasonal basis (01 May – 30 September), invoiced monthly, and
- c) additional portable latrines, complete with hand sanitizer dispensers, on an “as and when requested” basis with servicing on an “as and when requested” basis, invoiced monthly.
- 2) weekly rental of grey water holding tanks (250 gal) with servicing on an “as and when requested” basis, invoiced monthly.
- 3) the weekly servicing of septic tanks, invoiced monthly.

All items listed above will be located in the confines of CFB / ASU Edmonton, Alberta. Exact locations for these units will be determined by the Site Authority.

The Contractor shall be responsible for:

- 1) delivery and set-up of units at locations determined by the Site Authority,
- 2) tying down / securing units as required due to uneven ground or open areas where wind might blow units over,
- 3) pick-up of unit / units at completion of rental period,
- 4) pick-up of unit / units for warranty service,
- 5) all licensing or certification, (Provincial / Municipal), as required,
- 6) all regular maintenance,
- 7) supply of replacement unit to replace units removed for repairs for a period greater than 24 hours,
- 8) supply of all paper products, chemicals, deodorants and hand sanitizer liquid required for both summer and winter use as per General Instructions for Servicing (below), and
- 9) disposal of all waste material i.e. sewage / grey water, at an accredited sewage treatment facility.

General Instructions for Servicing of units:

Sanitation spraying is to be done each time unit is serviced. All servicing materials, paper products, hand sanitizer liquid and equipment are the responsibility of the Contractor.

Cleaning operations are to be conducted in compliance with all Federal, Provincial and Municipal codes, ordinances and anti-pollution laws.

Site is to be cleaned when the units are removed.

The Department of National Defence shall be responsible for:

- 1) using the units with reasonable care.
- 2) ensuring access for service trucks to unit sites, i.e. snow removal etc.

Fire Safety / Environmental Protection Requirements:

The Contractor will be responsible for ensuring that their employees are familiar with and observe all Fire Safety Requirements and rules and all Environmental Protection Plans, which are in effect at the Department of National Defence Site. Fire Safety and Environmental Protection Requirements will be provided to the authorized Contract holder by DND.

Perform all work in accordance with the latest Environmental Protection Act, and Federal Fisheries Act, and all other applicable Federal, Provincial and Municipal Codes pertaining to the trades involved in this specification.

Contractor's Use of Site:

Exclusive and complete use of the sites for the execution of the work except as follows:

- 1) Movement around the site shall be subject to restrictions imposed by the ASU Commander;
- 2) Sites shall not be unreasonably encumbered with materials and equipment; and,
- 3) Stored products or equipment that interferes with operations shall be moved.

Materials and Equipment:

The Contractor is responsible for maintaining all vehicles and equipment. Repairs and all other operating costs of the equipment are the Contractors responsibility. Vehicles with leaking Hydraulic equipment will be denied access to DND Sites at the discretion of the Site Authority. Unless otherwise specified, the Contractor shall comply with the manufacturers latest printed instructions for materials and installation methods. Notify Site Authority in writing of any conflict between these specifications and manufacturers instructions so that the Site Authority can designate which specification is to be followed.

Delivery And Storage:

The Contractor will prevent damage, adulteration and soiling of units during delivery, handling and storage and will immediately remove rejected units from the site.

Service Trucks:

The service truck shall be equipped with the following equipment:

- 1) pressurized water system and holding tank with fresh water for hosing down complete inside of units; and,
- 2) holding tank for chemical waste.

*** Note***

A four-wheel drive service / delivery vehicle may be required to service and / or drop off and pick up units within the training area.

Location of year round latrines:

- 5 units – ATS Range (Training Area)
- 3 units – White route (Training Area – Obstacle course, Rappel tower & Fibua Bldg)
- 2 units – Gas Hut (Training Area)
- 2 units – Urban Ops (Training Area)
- 2 units – Area “D” South of 195th Ave on 82nd Street
- 2 units – Bldg 301 (Close Quarter Battle training area)
- 1 unit – Area “G” (Training Area)
- 1 unit – Bldg 401 (Refuelling Point)
- 1 unit – Bldg 146 (Fuel Pumphouse, 2 Hanger)
- 1 unit – Bldg 413 (Combat Stores adjacent to Bldg 176)

Location of seasonal latrines:

- 2 units – Bldg 177 (Casey Park)
- 2 units – Sports Field adjacent to Bldg 185 (Base Recreation Center)
- 1 unit – Splash park west of Guthrie School
- 1 unit – Garden plots west of Bldg 224 (Twin Rinks)

Location of septic tanks:

- Bldg 322 – ATS Range (Training Area)
- Bldg 409 – Range Control Access bldg (Training Area)

Basis of Payment:

Prices include all delivery, removal, supplies, travel time, expenses, and all transportation charges from Contractor’s outlet to the DND Garrison Site, and return to Contractor’s outlet at the end of rental period. No additional charges will be accepted by DND.



Canada

W0127-13ES13 – Septic Tank and Latrine services

BASIS OF PAYMENT:

YEAR ONE

1. Rentals:

Portable latrines:

- a) Rental of 20 units (monthly), includes servicing 2 times / week
- b) Rental of 6 units, (monthly), May – Sept, includes servicing 2 times / week
- c) Rental of additional units on an “as and when requested” basis, rental per day, no servicing -
- d) Rental of additional units on an “as and when requested” basis, rental per week, no servicing -
- e) Rental of additional units on an “as and when requested” basis, rental per month, no servicing -
- f) Rental of barrier free unit on an “as and when requested” basis, rental per day, no servicing -

\$ _____ / unit / month (scheduled)
 \$ _____ / unit / month (scheduled)
(20 units x 12 months / year + 6 units x 5 months / year = 270 unit - months)
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year

Grey water tanks:

- a) Rental of units on a weekly basis, on an “as and when requested” basis, includes servicing twice per week -

\$ _____ / unit - 15 per year

2. Serviceing:

Note -- Extra service call charges for “as and when requested” services will not be charged for services performed on a day when regularly scheduled services are performed.

- a) Serviceing of portable latrines, 1c, 1d, 1e & 1f above, call out on an “as and when requested” basis –
- b) Additional serviceing of grey water tanks, call out on an “as and when requested” basis -

\$ _____ / call out – 60 per year
 \$ _____ / call out - 10 per year

3. Septic Tank Serviceing:

- a) Weekly serviceing / pumping of 2 septic tanks, (Bldgs 322 & 409) -

\$ _____ / unit - 2 x 52 per year (scheduled)

(2 units x 52 weeks / 12 months = 8.67 unit - months)
 \$ _____ / call out - 20 per year

- b) Additional serviceing of septic tanks, call out on an “as and when requested” basis -



YEAR TWO

1. Rentals:

Portable latrines:

- a) Rental of 20 units (monthly), includes servicing 2 times / week
- b) Rental of 6 units, (monthly), May – Sept, includes servicing 2 times / week
- c) Rental of additional units on an “as and when requested” basis, rental per day, no servicing -
- d) Rental of additional units on an “as and when requested” basis, rental per week, no servicing -
- e) Rental of additional units on an “as and when requested” basis, rental per month, no servicing -
- f) Rental of barrier free unit on an “as and when requested” basis, rental per day, no servicing -

\$ _____ / unit / month (scheduled)
 \$ _____ / unit / month (scheduled)
 (20 units x 12 months / year + 6 units x 5 months / year = 270 unit - months)
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year

Grey water tanks:

- a) Rental of units on a weekly basis, on an “as and when requested” basis, includes servicing twice per week -

\$ _____ / unit - 15 per year

2. Servicing:

Note -- Extra service call charges for “as and when requested” services will not be charged for services performed on a day when regularly scheduled services are performed.

- a) Servicing of portable latrines, 1c, 1d, 1e & 1f above, call out on an “as and when requested” basis –
- b) Additional servicing of grey water tanks, call out on an “as and when requested” basis -

\$ _____ / call out – 60 per year
 \$ _____ / call out - 10 per year

3. Septic Tank Servicing:

- a) Weekly servicing / pumping of 2 septic tanks, (Bldgs 322 & 409) -

\$ _____ / unit - 2 x 52 per year (scheduled)
 (2 units x 52 weeks / 12 months = 8.67 unit - months)

- b) Additional servicing of septic tanks, call out on an “as and when requested” basis -

\$ _____ / call out - 20 per year



YEAR THREE

1. Rentals:

Portable latrines:

- a) Rental of 20 units (monthly), includes servicing 2 times / week
- b) Rental of 6 units, (monthly), May – Sept, includes servicing 2 times / week
- c) Rental of additional units on an “as and when requested” basis, rental per day, no servicing -
- d) Rental of additional units on an “as and when requested” basis, rental per week, no servicing -
- e) Rental of additional units on an “as and when requested” basis, rental per month, no servicing -
- f) Rental of barrier free unit on an “as and when requested” basis, rental per day, no servicing -

\$ _____ / unit / month (scheduled)
 \$ _____ / unit / month (scheduled)
(20 units x 12 months / year + 6 units x 5 months / year = 270 unit - months)
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year
 \$ _____ / unit - 10 per year

Grey water tanks:

- a) Rental of units on a weekly basis, on an “as and when requested” basis, includes servicing twice per week -

\$ _____ / unit - 15 per year

2. Servicing:

Note -- Extra service call charges for “as and when requested” services will not be charged for services performed on a day when regularly scheduled services are performed.

- a) Servicing of portable latrines, 1c, 1d, 1e & 1f above, call out on an “as and when requested” basis –
- b) Additional servicing of grey water tanks, call out on an “as and when requested” basis -

\$ _____ / call out – 60 per year
 \$ _____ / call out - 10 per year

3. Septic Tank Servicing:

- a) Weekly servicing / pumping of 2 septic tanks, (Bldgs 322 & 409) -

\$ _____ / unit - 2 x 52 per year (scheduled)
(2 units x 52 weeks / 12 months = 8.67 unit - months)

- b) Additional servicing of septic tanks, call out on an “as and when requested” basis -

\$ _____ / call out - 20 per year

**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	
<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>_____ 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.