



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Sewage Sampling	
<b>Solicitation No. - N° de l'invitation</b> W6854-190135/A	<b>Date</b> 2019-02-06
<b>Client Reference No. - N° de référence du client</b> W6854-190135	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-009-7730	
<b>File No. - N° de dossier</b> TOR-8-41077 (009)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-18</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Holvec, Monique	<b>Buyer Id - Id de l'acheteur</b> tor009
<b>Telephone No. - N° de téléphone</b> (647) 616-3991 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB Borden 16 Ramillies Road Bldg P-154 Room. 217A Borden Ontario L0M1C0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

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W6854-190135/A  
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Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41077

Buyer ID - Id de l'acheteur  
tor009  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

### **1.2 Summary**

- 1.2.1 The Department of National Defence's Canadian Forces Base Borden has a requirement for weekly sewage samples to be in compliance with regulations set out by Environment Canada & Ministry of Environment and Climate Change. A Task Authorization Contract will be issued to a single supplier, who will conduct sewage testing. The period of the Contract is one (1) year from date of Contract award with the option to extend the term by up to five (5) additional one (1) year period(s).
- 1.2.2 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2018-05-22) 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: 60 days

Insert: 120 days

## 2.2 Submission of Bids

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

Courier/Post: Bid Receiving Unit – PWGSC Ontario Region  
33 City Center Drive, Suite 480C  
Mississauga ON L5B 2N5

epost: [TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**(Offers will not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions)**

Facsimile: 905-615-2095

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### Definitions

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

a. an individual;

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- 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.

## 2.4 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid - Two (2) hard copies  
Section II: Financial Bid - One (1) hard copy  
Section III: Certifications - Two (2) hard copies  
Section IV: Additional Information – Two (2) hard copies

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 and describe their approach 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**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

### **3.1.2 Electronic Payment of Invoices – Bid**

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

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

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

### **3.1.3 Exchange Rate Fluctuation**

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

### **3.1.4 SACC Manual Clauses**

## **Section III: Certifications**



Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Bidders must clearly demonstrate compliance with each mandatory technical criteria by providing a concise and detailed response to each of the mandatory technical criteria.

Failure to demonstrate meeting any of the mandatory criteria will render the bid non-compliant and it will be given no further consideration.

<b>M1 Corporate Information</b>
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The Bidder must have been in business for a minimum of three (3) years in providing sewage sample analysis services. To demonstrate this, the Bidder must provide a detailed summary (1 page maximum) including the following:

- Legal name;
- History and background;
- Length of time the company has been involved in sewage sample analysis;
- Signing officers of the organization; and
- Province in which they are incorporated, if they are incorporated at the time of bid closing.

<b>M2 Corporate Experience</b>
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The Bidder must have relevant experience in fulfilling similar type of contracts. In order to demonstrate its acquired experience, the Bidder must provide details of two (2) previously executed contracts related to sewage sample analysis that were similar in scope and length. Details of each previously executed contract must include:

- Name of client;
- Period of the contract;
- Description of the work; and
- Estimated value.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

### 4.2 Basis of Selection

#### 4.2.1 Mandatory Technical Criteria

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SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

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

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

### **6.1 Statement of Work**

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

#### **6.1.1 Task Authorization**

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

##### **6.1.1.1 Task Authorization Process**

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 five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **6.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00, Applicable Taxes included, inclusive of any revisions.

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

##### **6.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

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

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31; and  
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

##### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

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

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

#### **6.1.2.5 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by the Department of National Defence, Borden (Ontario). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

### **6.2 Standard Clauses and Conditions**

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

#### **6.2.1 General Conditions**

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **6.3 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is one (1) year from date of Contract award.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor any time 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.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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Name: Monique Holvec  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Organization: Acquisitions Branch / Mississauga  
Address: 33 City Centre Drive, Suite 480C  
Mississauga, Ontario. Canada  
L5B 2N5  
Telephone: 647-616-3991  
Facsimile: 905-615-2061  
E-mail address: [monique.holvec@pwgsc-tpsgc.gc.ca](mailto:monique.holvec@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.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## **6.7 Payment**

### **6.7.1 Basis of Payment - Firm Unit Price(s) - Task**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid firm unit price(s) in accordance with the Basis of Payment, in Annex "B", as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

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

### **6.7.2 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.

### **6.7.3 SACC Manual Clauses**

H1001C (2008-05-12) Multiple Payments

### **6.7.4 Electronic Payment of Invoices – Contract**

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

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

## **6.8 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ (Insert the name of the organization)  
\_\_\_\_\_ (Insert the address of the organization)
    - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **6.10 Applicable Laws**

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

### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_.



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## 6.12 Defence Contract

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

## 6.13 Insurance

*SACC Manual* clause [G1005C](#) (2016-01-28) Insurance

## ANNEX "A"

### STATEMENT OF WORK

#### 1.0 TERMINOLOGY

**CFB** Canadian Forces Base  
**DND** Department of National Defence  
**PET** Polyethylene Teraphthalate  
**WSER** Wastewater System Effluent Regulations  
**WSPOL** Water Sewer Petroleum Oil Lubricants

#### 2.0 SCOPE

##### 2.1 Objective

The Department of National Defence has a requirement to analyze a minimum of five (5) sewage samples each week from multiple locations (Raw, Primary, Weir # 1, Weir # 2 and Final).

##### 2.2 Background

The Department of National Defence's Canadian Forces Base Borden has a requirement for weekly sewage samples to be in compliance with regulations set out by Environment Canada & Ministry of Environment and Climate Change.

#### 3.0 GENERAL REQUIREMENTS

##### 3.1 Services

Contractor to supply all labour, material, equipment and transportation to perform testing of sewage and water samples for CFB Borden, Borden, ON.

The required chain of custody form, sample bottles; (500ml PET for A to G and 250ml for H), coolers and ice packs are to be supplied by the contractors' testing facility. Cooler must be able to store all required samples and keep an approximate temperature of four (4) degrees Celsius. Acute Lethality requires 2 x 20L pails along with plastic insert bags and ties at no extra charge.

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

Sample disposal at no extra charge.

##### 3.2 Sample Analysis

###### 3.2.1 Weekly samples

Weekly samples are to be analyzed in accordance with the following parameters:

- a) Biochemical Oxygen Demand (BOD)
- b) Total Suspended Solids (TSS)
- c) Total Phosphorus (TP)
- d) Ammonia as N (NH<sub>3</sub>-N)
- e) Nitrate (NO<sub>3</sub>-)
- f) Nitrite (NO<sub>2</sub>-)
- g) Total Kjeldahl Nitrogen (TKN)
- h) E.coli
- i) Un-ionized Ammonia (NH<sub>3</sub>)

LOCATION	PARAMETERS
Raw	BOD, TSS, TP, TKN, NH <sub>3</sub> -N, NO <sub>3</sub> -, NO <sub>2</sub> -
Primary	BOD, TSS, TP, NH <sub>3</sub> -N, NO <sub>3</sub> -, NO <sub>2</sub> -
Weir # 1	BOD, TSS, TP, NH <sub>3</sub> -N, NO <sub>3</sub> -, NO <sub>2</sub> -
Weir # 2	BOD, TSS, TP, NH <sub>3</sub> -N, NO <sub>3</sub> -, NO <sub>2</sub> -
Final	BOD, TSS, TP, TKN, NH <sub>3</sub> -N, NO <sub>3</sub> -, NO <sub>2</sub> -, E.coli, NH <sub>3</sub>

There is a total of forty five (45) tests per week, composed of:

(9 tests per sample) x (5 samples per week) = 45 tests per week  
(5 samples per week) x (52 weeks) = 260 samples per year or  
(9 tests per sample) x (260 samples per year) = 2,340 tests per year

### 3.2.2 Semi-annual samples

Analyze digester on a Semi-annual basis, two (2) samples of TKN, TSS, Volatile Suspended Solids (VSS), Ammonia as N, E-Coli and the following metals:

- Cadmium
- Carbon Monoxide
- Chromium
- Copper
- Mercury
- Molybdenum
- Nickle
- Lead
- Selenium
- Zinc
- Arsenic

### 3.2.3 Annual samples

Analyze Acute Lethality on an annual basis in accordance with Environment Canada's Wastewater System Effluent Regulations (WSER).

<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2012-139/FullText.html>

## 3.3 Shipping of Samples

### 3.3.1 Weekly samples

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Weekly samples are to be picked up by the Contractor's testing facility every Wednesday during a two (2) hour period between 1200 hrs and 1400 hrs (to be confirmed upon award) at building 0-97 (164 Cambrai Road, Borden, ON L0M 1C0) . Cost of sample pick up is the responsibility of the Contractor.

### 3.3.2 Annual and semi-annual samples

Annual and semi-annual samples are to be picked up on a Wednesday at the same time that the weekly samples are collected. Cost of sample pick up is the responsibility of the Contractor.

### 3.4 Contractor's testing facility

The laboratory shall be accredited or certified by the CALA (Canadian Association of Laboratory Accreditation) program for Environmental Laboratories.

### 3.5 Reporting Requirements

The Contractor must provide the tests results to the WSPOL supervisor by email within ten (10) working days, followed by a mailed copy of report, in English, within fifteen (15) working days of the sample pick-up.

### 3.6 Special Instructions

The Contractor must provide results within 7 – 10 days from receipt of samples.

## ANNEX "B"

### BASIS OF PAYMENT

Testing prices herein are all inclusive firm unit prices, in accordance with Annex "A" - *Statement of Work*, including all labour material, overhead, transportation and all other charges, applicable taxes extra.

Note: *Upon issuance of the Contract, wording that is italicized will be deleted from Annex "B".*

#### 1. Contract period, Year 1: April 1<sup>st</sup>, 2019 to March 31<sup>st</sup>, 2020

A	B	C	D	E
Item No.	Type of Testing	<i>Estimated Sample Quantity per Year</i>	Firm Price Per Sample	<i>Extended Price (CxD)</i>
1	Sewage	260	\$	\$
2	Digester	2	\$	\$

#### 2. Option 1, Year 2: April 1<sup>st</sup>, 2020 to March 31<sup>st</sup>, 2021

A	B	C	D	E
Item No.	Type of Testing	<i>Estimated Sample Quantity per Year</i>	Firm Price Per Sample	<i>Extended Price (CxD)</i>
1	Sewage	260	\$	\$
2	Digester	2	\$	\$

#### 3. Option 2, Year 3: April 1<sup>st</sup>, 2021 to March 31<sup>st</sup>, 2022

A	B	C	D	E
Item No.	Type of Testing	<i>Estimated Sample Quantity per Year</i>	Firm Price Per Sample	<i>Extended Price (CxD)</i>
1	Sewage	260	\$	\$
2	Digester	2	\$	\$

**4. Option 3, Year 4:** April 1<sup>st</sup>, 2022 to March 31<sup>st</sup>, 2023

A	B	C	D	E
Item No.	Type of Testing	Estimated Sample Quantity per Year	Firm Price Per Sample	Extended Price (CxD)
1	Sewage	260	\$	\$
2	Digester	2	\$	\$

**5. Option 4, Year 5:** April 1<sup>st</sup>, 2023 to March 31<sup>st</sup>, 2024

A	B	C	D	E
Item No.	Type of Testing	Estimated Sample Quantity per Year	Firm Price Per Sample	Extended Price (CxD)
1	Sewage	260	\$	\$
2	Digester	2	\$	\$

**6. Option 5, Year 6:** April 1<sup>st</sup>, 2024 to March 31<sup>st</sup>, 2025

A	B	C	D	E
Item No.	Type of Testing	Estimated Sample Quantity per Year	Firm Price Per Sample	Extended Price (CxD)
1	Sewage	260	\$	\$
2	Digester	2	\$	\$

**7. Total Evaluated Price**

Periods	Total Estimated Prices
1: Contract period: April 1 <sup>st</sup> , 2019 to March 31 <sup>st</sup> , 2020	\$
2: Option 1, Year 2: April 1 <sup>st</sup> , 2020 to March 31 <sup>st</sup> , 2021	\$
3: Option 2, Year 3: April 1 <sup>st</sup> , 2021 to March 31 <sup>st</sup> , 2022	\$
4: Option 3, Year 4: April 1 <sup>st</sup> , 2022 to March 31 <sup>st</sup> , 2023	\$
5: Option 4, Year 5: April 1 <sup>st</sup> , 2023 to March 31 <sup>st</sup> , 2024	\$
6: Option 5, Year 6: April 1 <sup>st</sup> , 2024 to March 31 <sup>st</sup> , 2025	\$
<b>Total Evaluated Price (sum of Total Price 1 to 6)</b>	<b>\$</b>

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TOR-8-41077

Buyer ID - Id de l'acheteur  
tor009  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

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**ANNEX "D"**

**DND 626 TASK AUTHORIZATION FORM**

See attached.



TASK AUTHORIZATION  
AUTORISATION DES TÂCHES

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.		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	<b>TO THE CONTRACTOR</b> 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.  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.  <b>À L'ENTREPRENEUR</b> 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.  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.	
Delivery location - Expédiez à		
Delivery/Completion date - Date de livraison/d'achèvement	Date	for the Department of National Defence pour le ministère de la Défense nationale
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVA
		Total
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><b>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC :</b> 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>		
for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

**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.

**Expédiez 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.