



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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 LABORATORY URINALYSIS DRUG TESTING	
Solicitation No. - N° de l'invitation W6369-160011/A	Date 2016-01-26
Client Reference No. - N° de référence du client W6369-160011	
GETS Reference No. - N° de référence de SEAG PW-\$\$\$-041-29789	
File No. - N° de dossier 041ss.W6369-160011	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-11	
Time Zone Fuseau horaire Eastern Standard Time EST	
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: Boudreau, Susie	Buyer Id - Id de l'acheteur 041ss
Telephone No. - N° de téléphone (819) 956-1689 ()	FAX No. - N° de FAX (819) 997-2229
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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

Science Procurement Directorate/Direction de l'acquisition
de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	VARIOUS LOCATIONS	W6369	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATT: Major Charles Guindon, DMCA-5 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	LABORATORY URINALYSIS DRUG TESTING	D - 1	W6369	1	Each	\$	XXXXXXXXXXXX		See Herein	

TABLE OF CONTENT

PART 1 - GENERAL INFORMATION	3
1.1 Introduction.....	3
1.2 Summary.....	3
1.3 Debriefings	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 Standard Instructions, Clauses and Conditions	5
2.2 Submission of Bids.....	5
2.3 Former Public Servant	5
2.4 Enquiries - Bid Solicitation	6
2.5 Applicable Laws	7
2.6 Improvement of Requirement During Solicitation Period.....	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 Bid Preparation Instructions	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	9
4.1 Evaluation Procedures	9
4.2 Evaluation of Price	9
4.3 Basis of Selection – Lowest Evaluated Price.....	12
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 Certifications Required with the Bid	13
5.2 Certifications Precedent to Contract Award and Additional Information.....	13
PART 6 - RESULTING CONTRACT CLAUSES	15
6.1 Statement of Work	15
6.2 Task Authorization Process	15
6.3 Standard Clauses and Conditions	17
6.4 Term of Contract	17
6.5 Authorities	18
6.6 Proactive Disclosure of Contracts with Former Public Servants.....	18
6.7 Payment	19
6.8 Invoicing Instructions.....	21
6.9 Certifications	21
6.10 Applicable Laws	23
6.11 Priority of Documents.....	23

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

6.12	Defence Contract	23
6.13	Foreign Nationals (Canadian Contractor)	23
6.14	Insurance.....	23

List of Attachments:

ATTACHMENT 1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	24
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List of Annexes:

ANNEX A STATEMENT OF WORK.....	25
APPENDIX 1 TO ANNEX A DND REGULAR REPORT	37
ANNEX B BASIS OF PAYMENT.....	38
ANNEX C INSURANCE REQUIREMENTS	42
ANNEX D DND 626 TASK AUTHORIZATION FORM	44

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six 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; 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 Insurance Requirements, and the DND 626 Task Authorization Form. The Attachments include the Federal Contractors Program for Employment Equity – Certification.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement for a laboratory to provide urinalysis drug testing services and expert testimony.

Canada is seeking to establish a contract for the services as defined in Annex "A", Statement of Work, from April 1, 2016 to March 31st 2018, with an irrevocable option on the part of Canada to extend the contract period by up to three (3) additional periods of one (1) year each. The services are to be delivered to Canadian Forces units located in different regions throughout Canada on an "as and when requested" basis.

- i. A portion of the Work to be performed under the Contract, described at article 5.4 and article 6.6, of the Statement of Work at Annex A, 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.

- 1.2.2 This procurement consists of Medical/Dental Laboratory Services (GSIN: G009F), which are excluded from the application of the following trade agreements:

- Agreement on Internal Trade (AIT) as per Annex 502.1B article (f) health services and social services;
- North American Free Trade Agreement (NAFTA) as per Annex 1001.1b-2 Services, Class G – Health and Social Services; and
- World Trade Organization – Agreement on Government Procurement (WTO-AGP) as per Annex 4 Services.

- 1.2.3 The requirement is solely limited to Canadian goods and/or services.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 6 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

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 10 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>) 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 (2015-07-03) 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

2.2 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

"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.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

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 Ontario.

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 14 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I : Technical Bid (1 hard copy and 1 soft copy on CD or USB key)

Section II : Financial Bid (1 hard copy and 1 soft copy on CD or USB key)

Section III : Certifications (1 hard copy)

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

Prices must appear in the financial bid only. Prices must not be contained 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 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

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". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications 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 Supporting Information

In the event that the Bidder fails to submit any supporting information pursuant to article 4.1.1.2 Mandatory Technical Criteria the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

4.1.1.2 Mandatory Technical Criteria

At bid closing time, the Bidder must comply with the following mandatory technical criteria and provide the necessary documentation to support compliance. Any bid which fails to meet the following mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately.

MT1 At bid closing, the Bidder must hold a valid and current Substance Abuse & Mental Health Services Administration (SAMHSA) certification. The Bidder must provide a copy of the valid and current SAMHSA certification.

MT2 At bid closing, the Bidder must demonstrate that they have held a SAMHSA certification for a minimum of three (3) consecutive years within the last five (5) years measured back from the date of Bid Closing. The Bidder must provide a copy of the SAMHSA certification to demonstrate compliance.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

MF1 The Bidder must provide a firm unit price for the Self-contained urinalysis screening cup, for the initial two (2) year contract period in accordance with Item 1 of the Basis of Payment in Annex B.

MF2 The Bidder must provide a firm per sample rate for Laboratory Urine Drug Testing for each Group, for the initial two (2) year contract period in accordance with items 2 and 3 of the Basis of Payment in Annex B.

MF3 The Bidder must provide a firm hourly rate for the Expert Testimony Services, for the initial two (2) year contract period in accordance with Item 4 of the Basis of Payment in Annex B.

4.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars excluding the Applicable Taxes and the Courier Costs. The Canadian customs duties and excise taxes are included.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

4.2.1 Total Evaluated Bid Price Calculation

For **evaluation purposes only**, the Total Evaluated Bid Price will be determined based on the sum of the Total Evaluated Bid Price for Items 1, 2, 3 and 4 in the Basis of Payment in Annex B, for the initial two (2) year contract period of the resulting contract.

4.2.1.1 Self-contained urinalysis screening cups and Laboratory-based Urine Testing

The **Total Evaluated Bid Price for Item 1** will be evaluated based on the estimated number of cups per year identified in article 4.2.2, Item 1 column (c) using the firm unit price per cup (including overhead and profit, excluding Courier Costs) for the initial two (2) year contract period as submitted by the Bidder in the Basis of Payment in Annex B.

The **Total Evaluated Bid price for Item 2** will be evaluated based on the estimated number of samples per year identified in article 4.2.2, Item 2 column (c) using the firm per sample rates (including all analysis costs, materials and supplies, overhead and profit, excluding Courier Costs), for the initial two (2) year contract period as submitted by the Bidder in the Basis of Payment in Annex B.

4.2.1.2 Task Authorized Work

The **Total Evaluated Bid price for Item 3** will be evaluated based on the estimated number of samples per year identified in article 4.2.2, Item 3 column (c) using the firm per sample rates, (including all analysis costs, materials and supplies, overhead and profit, excluding Courier Costs), for the initial two (2) year contract period as submitted by the Bidder in the Basis of Payment in Annex B.

The **Total Evaluated Bid price for Item 4** will be evaluated based on the estimated hours per year identified in article 4.2.2, Item 4 column (c) using the firm hourly rates (including overhead and profit, excluding Travel and Living Expenses), for the initial two (2) year contract period as submitted by the Bidder in the Basis of Payment in Annex B.

4.2.2 Example of Total Evaluated Bid Price Calculation

The purpose of the example in this section is to demonstrate how the total price of each item is calculated followed by the calculation of the total price of the offer. The proposed prices are by way of example only.

Item 1: Self-contained urinalysis screening cup for Group 1 except for 6AM

FIRM UNIT PRICE PER CUP (including overhead and profit, excluding Courier Costs)						(c) Estimated number of cups per year*	Extended Bid Price ((a)+(b))x(c)
(a) Year 1	(b) Year 2	Option Period 1	Option Period 2	Option Period 3			
April 1, 2016 to March 31, 2017	April 1, 2017 to March 31, 2018	April 1, 2018 to March 31, 2019	April 1, 2019 to March 31, 2020	April 1, 2020 to March 31, 2021	April 1, 2020 to March 31, 2021		
Group 1 excluding 6AM	\$5.00	\$ 6.00	As per article 1.1 in the Basis of Payment			12,600	\$138,600.00
Total Evaluated Bid Price for Item 1							\$138,600.00

*For evaluation purpose only

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Item 2: Laboratory Urine Drug Testing for Group 1

FIRM PER SAMPLE RATE (including all analysis costs, materials and supplies, overhead and profit, excluding Courier Costs)						(c) Estimated number of Samples per year*	Extended Bid Price ((a)+(b))x(c)
	(a) Year 1	(b) Year 2	Option Period 1	Option Period 2	Option Period 3		
	April 1, 2016 to March 31, 2017	April 1, 2017 to March 31, 2018	April 1, 2018 to March 31, 2019	April 1, 2019 to March 31, 2020	April 1, 2020 to March 31, 2021		
Group 1 Basic Drug Panel Screen	\$5.00	\$6.00	As per article 1.1 in the Basis of Payment			12,600	\$138,600.00
Total Evaluated Bid Price for Item 2							\$138,600.00

*For evaluation purpose only

Item 3: Task Authorized Laboratory Urine Drug Testing for Groups 2 to 6

FIRM PER SAMPLE RATE (including all analysis costs, materials and supplies, overhead and profit, excluding Courier Costs)						(c) Estimated Number of Samples per year*	Extended Bid Price ((a)+(b))x(c)
	(a) Year 1	(b) Year 2	Option Period 1	Option Period 2	Option Period 3		
	April 1, 2016 to March 31, 2017	April 1, 2017 to March 31, 2018	April 1, 2018 to March 31, 2019	April 1, 2019 to March 31, 2020	April 1, 2020 to March 31, 2021		
Group 2 Broad Spectrum Urine LC- MS	\$14.00	\$15.00	As per article 2.1 in the Basis of Payment			100	\$2,900.00
Group 3 Broad Spectrum Urine GC- MS	\$14.00	\$15.00	As per article 2.1 in the Basis of Payment			100	\$2,900.00
Group 4 Additional Individual Testing	\$14.00	\$15.00	As per article 2.1 in the Basis of Payment			100	\$2,900.00
Group 5 Urine Steroid Testing	\$14.00	\$15.00	As per article 2.1 in the Basis of Payment			100	\$2,900.00
Group 6 Volatiles	\$14.00	\$15.00	As per article 2.1 in the Basis of Payment			100	\$2,900.00
Total Evaluated Bid Price for Item 3							\$14,500.00

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Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Item 4: Task Authorized Expert Testimony

FIRM HOURLY RATES (including overhead and profit, excluding Travel and Living Expenses)					(c) Estimated Hours per year*	Extended Bid Price ((a)+(b))x(c)
(a) Year 1	(b) Year 2	Option Period 1	Option Period 2	Option Period 3		
April 1, 2016 to March 31, 2017	April 1, 2017 to March 31, 2018	April 1, 2018 to March 31, 2019	April 1, 2019 to March 31, 2020	April 1, 2020 to March 31, 2021		
\$60.00	\$65.00	As per article 2.1 in the Basis of Payment			15	\$1,875.00
Total Evaluated Bid Price for Item 4						\$1,875.00

*For evaluation purpose only

Total Evaluated Bid Price = Item 1 Evaluated Bid Price + Item 2 Evaluated Bid Price + Item 3 Evaluated Bid Price + Item 4 Evaluated

Total Evaluated Bid Price = \$138,600.00+ \$138,600.00+ \$14,500.00+\$1,875.00

Total Evaluated Bid Price = \$293,575.00

4.3 Basis of Selection – Lowest Evaluated Price

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 Total Evaluated Bid Price will be recommended for award of a contract.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - 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.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

5.2.3.1.1 SACC *Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition.

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

- A. The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____ dated _____.
- B. A portion of the Work to be performed under the Contract, described at article 5.4 and article 6.6, of the Statement of Work at Annex A, 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.

6.2 Task Authorization Process

Any Task Authorization must be authorized by the Technical Authority using the DND 626 Task Authorization Form at Annex D.

6.2.1 For Task Authorized Laboratory-based Urine Testing for Groups 2 to 6 as described in article 5.4 of the Statement of Work in Annex A:

1. The Technical Authority will provide the Contractor with a description of the work for the task to be performed, including as a minimum:
 - (i) the details of the work to be performed;
 - (ii) a description of the test to be performed and deliverables to be submitted;
 - (iii) a schedule indicating completion dates for the major activities and submission dates for the deliverables
2. The Contractor must provide the Technical Authority, within 10 calendar days of receipt of the request, with the following if the test can be performed:
 - (i) a firm price or Limitation of Expenditure for the test(s) to be performed; and
 - (ii) where the test will be performed, the processing time and results of the proposed Test;
3. The Contractor must advise the Technical Authority, within 10 calendar days of receipt of the request, if the test cannot be performed for reasons outside the control of the Contractor.
4. The Technical Authority will review the information provided by the Contractor and, if it is approved, will authorize the Contractor to proceed with the work by issuing a signed DND 626 Task Authorization form.
5. The Contractor must not commence work until a TA authorized by the Technical 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.

6.2.2 For Task Authorised Expert Testimony as described in article 6.6 of the Statement of Work at Annex A:

1. The Technical Authority will provide the Contractor with a description of the work for the task to be performed, including as a minimum:
 - (i) the number of hours for the proposed individual, as applicable;
 - (ii) the location, date and time for the work;
 - (iii) the sample number and results.
2. The Contractor must provide the Technical Authority, within 2 calendar days of receipt of the request, with the following:
 - (i) the name of the proposed individual;
 - (ii) a cost breakdown established in accordance with the Basis of Payment at Annex B.
3. The Technical Authority will review the information provided by the Contractor and, if it is approved, will authorize the Contractor to proceed with the work by issuing a signed DND 626 Task Authorization form.
4. The Contractor must not commence work until a TA authorized by the Technical 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.

6.2.3 Individual Task Authorizations – Financial Limitation and Approval Authority

The Technical Authority may authorize individual task authorizations up to a limit of \$15,000.00
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.

6.2.4 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.

6.2.5 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 monthly basis to the Contracting Authority.

Electronic reports must be completed and forwarded to the Contracting Authority no later than 15 calendar days after the end of each month.

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 the contract number, the reporting period and the following;

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.

6.2.6 Task Authorization - Department of National Defence

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

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions 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.

6.3.1 General Conditions

2035 (2015-07-03), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from April 1, 2016 to March 31, 2018 inclusive.

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 three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

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:

Susie Boudreau
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
Place du Portage, Phase III, 11C1,
11 Laurier Street
Gatineau (Quebec)
K1A 0S5

Telephone: 819-956-1689
Facsimile: 819-997-2229
E-mail address: susie.boudreau@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

(To be inserted at contract award)

The Technical 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 Technical Authority; however, the Technical 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:	_____	Telephone No.:	_____
Title:	_____	Facsimile No.:	_____
Organization:	_____	E-mail address:	_____
Address:	_____	Telephone No.:	_____

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.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 For the Work described in the Statement of Work in Annex A (excluding article 5.4 and 6.6):

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit price per cup for Item 1 and a firm price per sample for Item 2 in accordance with the Basis of Payment in Annex B. Customs duties are included 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.1.2 For the Task Authorized Work described at article 5.4 Task Authorized Laboratory-based Urine Testing – Groups 2 to 6 and article 6.6 Expert Testimony of the Statement of Work in Annex A:

One of the following types of basis of payment will form part of the approval Task Authorization (TA). The task price must be determined in accordance with the Basis of Payment at Annex B.

(a) Firm Lot Price Task Authorization

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid as specified in the authorized in the authorized TA. Customs duties are included 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.

(b) Limitation of Expenditure -Task Authorization

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

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and 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.

6.7.2 Limitation of Expenditure

6.7.2.1 For the Work described in the Statement of Work in Annex A (excluding article 5.4 and 6.6):

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.2.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

For the Task Authorized Work described at article 5.4 Task Authorized Laboratory-based Urine Testing – Groups 2 to 6 and article 6.6 Expert Testimony of the Statement of Work in Annex A:

1. Canada's total liability to the Contractor under the Contract for all Task Authorizations (TAs), inclusive of any revisions, must not exceed \$ _____ (amount to be inserted at contract award). 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 Method of Payment

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

6.7.4 SACC Manual Clauses

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

6.7.5 Time Verification

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

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 on the invoice is completed.

For drug screening as described in the Statement of Work at Annex A:

Each invoice must show:

- (a) number of self-contained urinalysis screening cup;
- (b) number of sample tested by the laboratory and the collection costs.

And be supported by:

- (a) A copy of the invoice from the courier for each shipment

For Expert Testimony as described in the Statement of Work at Annex A:

Each invoice must be supported by:

- (a) a list of all expenses, in accordance with the TA;
- (b) a copy of time sheets to support the time claimed;
- (c) a copy of the release document and any other document(s) as specified in the Contract;
- (d) a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses.

2. Invoices must be distributed as follows:

- (a) One (1) copy must be submitted in an electronic format to the Technical Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
- (b) One (1) copy must be submitted in an electronic format to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) Microsoft Word, Adobe Reader (.pdf) formats are acceptable.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

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 (2015-07-03), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements
- (f) Annex D, Task Authorization Form DND 626
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) Attachment 1, Federal Contractors Program for employment equity - Certification
- (i) the Contractor's bid dated _____ .

6.12 Defence Contract

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

6.13 Foreign Nationals (Canadian Contractor)

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

6.14 Insurance

The Contractor must comply with the insurance requirements specified in Annex C, Insurance Requirements. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ATTACHMENT 1

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
 - A2. The Bidder certifies being a public sector employer.
 - A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
 - A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX A

STATEMENT OF WORK

Title: Laboratory Urinalysis Drug Testing

1.0 BACKGROUND

The primary purpose of all drugs testing under the Canadian Forces Drug Control Program (CFDCP) is to detect any presence of prohibited drugs. "Drugs" are defined in the Queen's Regulations & Orders (QR&O) for the Canadian Forces Chapter 20, Article 20.01 (Definitions) and in the *Controlled Drugs and Substances Act* (CDSA) (Statutes of Canada, 1996, Chapter 19).

The Canadian Forces (CF) reinstated the testing of military personnel in high-risk Safety Sensitive positions and instituted a Unit Blind and Pan CF Drug Testing program. In addition, units could conduct, on a regular basis, tests for cause or control testing, as required including AIDT (Accident / Incident Drug Testing) and DDT (Deterrent Drug Testing).

2.0 REQUIREMENT

The Contractor must provide Blind Drug Testing, Safety Sensitive, Cause, Control, Accident / Incident Related and Deterrent Drug Testing for the CFDCP, in addition to Expert Testimony on an "as and when requested" basis. Testing must be conducted in accordance with the standards established in the Mandatory Guidelines for Workplace Drug Testing Programs (MGWDTP) as issued and amended from time to time by Substance Abuse and Mental Health Services Administration (SAMHSA), United States Department of Health and Human Services.

The Contractor must maintain physical site security in accordance with SAMHSA guidelines. The Contractor must complete and maintain sample chain of custody documentation as indicated below in paragraph 5.1, using specified screening and confirmatory methods in order to achieve a maximum level of effectiveness and reliability.

The Contractor must supply upon request the self-contained urinalysis screening cups to be used by the Department of the National Defence for the detection of the following drugs: Amphetamine, Methamphetamine, Cocaine Metabolite, Marijuana Metabolite, MDA, MDEA, MDMA, Codeine, Morphine, Oxycodone, Hydromorphone and Hydrocodone. For those with positive results they are shipped to the Contractor's laboratory for confirmatory.

The Contractor must supply upon request the urine collection cups to be used by the Department of National Defence and returned to the Contractor's laboratory for testing.

3.0 APPLICABLE DOCUMENTS AND RELEVANT INFORMATION

- 3.1 Model of spreadsheet to use to report results - Appendix 1 to Annex A
- 3.2 Mandatory Guidelines for Workplace Drug Testing Programs (MGWDTP)
<http://workplace.samhsa.gov/DTesting.html>
- 3.3 Substance Abuse & mental Health Services Administration (SAMHSA)
<http://www.samhsa.gov/>
- 3.4 Canadian Forces Drug Control Program (CFDCP)
http://hr.ottawa-hull.mil.ca/engraph/coverpage_e.asp?docid=263

3.5 Applicable Laws/Regulations:

Controlled Drugs and Substance Act (CDSA)
<http://laws-lois.justice.gc.ca/en/showtdm/cs/C-38.8>

Queen's Regulations & Orders for the Canadian forces (QR&O) Chapter 20, Canadian Drug Control Program
<http://www.forces.gc.ca/en/about-policies-standards-queens-regulations-orders-vol-01/ch-20.page>

Official Language Act (DAOD 5039-0),
<http://www.forces.gc.ca/en/about-policies-standards-defence-admin-orders-directives-5000/5039-0.page>

4.0 ESTIMATED UTILIZATION

4.1 Samples shipped for laboratory-based testing

Sample collection will be conducted by CF personnel at CF units that are located throughout Canada. The majority of samples will be collected in CF units in four (4) main regions.

4.1.1 Samples collected with the collection cups

The estimated breakdown of testing requirements per year for each region is listed below:

5 Can Div / Land Force Atlantic Area (Gagetown, Halifax + Reserve Units)	2,000	tests
4 Can Div / Land Force Central Area (Petawawa, Ottawa, Kingston, Toronto + Reserve Units)	4,000	tests
2è Div CA / Secteur du Québec de la Force terrestre (Valcartier, Montreal, Bagotville + Reserve Units)	3,300	tests
3 Can Div / Land Force Western Area (Edmonton, Shilo, Manitoba, Saskatchewan, British Columbia + Reserve Units)	3,300	tests

4.1.2 Samples collected with the Self-contained urinalysis screening cups for confirmatory testing

The estimated breakdown of confirmatory testing requirement per year for each region is listed below:

5 Can Div / Land Force Atlantic Area (Gagetown, Halifax + Reserve Units)	100	tests
4 Can Div / Land Force Central Area (Petawawa, Ottawa, Kingston, Toronto + Reserve Units)	200	tests
2è Div CA / Secteur du Québec de la Force terrestre (Valcartier, Montreal, Bagotville + Reserve Units)	165	tests
3 Can Div / Land Force Western Area (Edmonton, SHILO, Manitoba, Saskatchewan, British Columbia + Reserve Units)	165	tests

5.0 TASKS

5.1 Chain of Custody

The Contractor must:

- 5.1.1 Conduct all tests for the CFDCP in accordance with the standards established in the Mandatory Guidelines for Workplace Drug Testing Programs (MGWDTP) as issued and amended from time to time by Substance Abuse & Mental Health Services Administration (SAMHSA). If there are discrepancies between the SAMHSA criteria and this Statement of Work (SOW), this SOW takes precedence.
 - 5.1.2 Comply with all applicable federal and provincial laws and requirements relating to drug testing.
- A. Credibility of the drug testing procedure is critical; therefore, the Contractor's Drug testing Laboratory must provide DND-specific Chain of Custody Forms (CCF) for Blind Drug Testing (BDT), Safety Sensitive, Cause, Accident/Incident Related, Deterrent and Control Drug Testing to ensure that specimen integrity is maintained. Records must be maintained with the samples.
- i) Blind Drug Testing: The one page CCF for Blind Drug Testing mandatory elements must include the following:

Page 1 (Laboratory Copy)

- Bar code
- Unit Name;
- Home Unit (UIC);
- Donor applicable information:
 - a. Rank Group – Officer, Sgt/PO2 and above, and MCpl/MS and below;
 - b. Age Group – 27 or younger and 28 or older
- Collection Date, Collection time, temperature check and collector's printed name and signature with collection procedures at the back of the page.

- ii) Safety Sensitive, Cause, Accident/Incident, Deterrent Related and Control Drug Testing: The mandatory elements required on the 4 pages CCF for all other types of urine drug testing are as follows:

Page 1 (Laboratory Copy)

- Bar code
- Unit Name;
- Home Unit (UIC);
- Location;
- Reason for Test; and
- Task Force
- Collector's identification & Signature
- Specimen ID number (the donor's information does not appear on page 1)

Page 2 (DMCA/MRO Copy)

- Information as indicated in Page 1; and
- Donor's service number, name, date of birth, Phone number, date and signature.

Page 3 (Unit Copy)

- Information as indicated in Page 2

Page 4 (Donor Copy)

- Information as indicated in Page 2; and
- Urine Collection Procedures printed in the back of page 4.

- iii) The DND will provide the Contractor with examples of both Custody Control Forms within five (5) working days of contract award. The Contractor must develop the DND specific forms in both official languages within ten (10) days of receipt and provide electronic copies to the Technical Authority.
- 5.1.3 Notify the Technical Authority within two (2) business days of any inspection or evaluation by a professional, provincial or federal authority that will have an impact on the laboratory's certification and accreditation for drug testing.
- 5.1.4 Supply and deliver by courier to Canadian Forces (CF) units the urine collection cups or upon request by DND provide the Self-contained urinalysis screening cup and Chain of Custody Form (CCF) used for the collection of urine samples. The urine collection cups must include;
- A laboratory base leak proof urine testing bottle with temperature control which will hold at least 60ml;
 - Pre-numbered tamper resistant security seals for the collection bottles with Bar codes;
 - Sample pouch with a front and rear pocket with print handling instructions and a Canadian Forces CCF appropriate for the type of urine drug test; and,
 - Shipping containers with a capacity to accommodate single or bulk shipments and shipping seals.
- 5.1.5 With the Self-contained urinalysis screening cup, the Contractor must provide bilingual written procedures that must be followed to ensure the drug test is completed correctly and Chain of Custody is maintained. These instructions must be printed on the back of every set of Chain of Custody Form. The cup must be a one-step test cup for rapid detection with temperature control and a cup cover that can provide results in its control bands within 5 minutes or less, as described in article 5.2 below.
- 5.1.6 With the Standard Laboratory-based Urine Testing, the Contractor must provide pre-printed bill of lading forms for the shipment of specimens from the point of urine collection to the Contractor's testing laboratory. The bill of lading form must include the following:
- Sender information : DND Unit, address, telephone number
 - Receiver Information : name of Contractor's laboratory, address, telephone number
 - Payment upon receipt by laboratory (receiver), receiver account number must be included on the bill of lading form.

5.2 Self-contained urinalysis screening cup

The Contractor must provide the Self-contained urinalysis screening cup as follows:

- Supply the Self-contained urinalysis screening cup to detect the following drugs: Amphetamine, Methamphetamine, Cocaine Metabolite, Marijuana Metabolite, MDA, MDEA, MDMA, Codeine, Morphine, Oxycodone, Hydromorphone and Hydrocodone; and
- Perform laboratory-based urine testing to confirm a positive result obtained by the self-contained urinalysis screening cup upon request. Approximately 5% of the urine specimens will be shipped to the Contractor for confirmation. Section 5.3 b), c), d), e) and f) will then apply.

5.3 Standard Laboratory-based Urine Testing – Group 1

The Contractor must provide Laboratory-based Urine Testing (all samples will be shipped to the Contractor for analysis) as follows:

- a) Supply the urine collection cups;
- b) Test for the presence of the following Group 1 drugs, as described in article 9.0 List of Groups, in urine samples: 6AM, Amphetamine, Methamphetamine, Cocaine Metabolite, Marijuana Metabolite, MDA, MDEA, MDMA, Codeine, Morphine, Oxycodone, Oxymorphone, Hydromorphone and Hydrocodone;
- c) Specimens with a positive confirmation test result must be retained and stored for a period of 12 months. These sample portions must be stored in such a manner as to maintain Chain of Custody while ensuring that the unused remainder is available for secondary analysis if later required. The collector's instructions on the back of both Chain of Custody Forms must indicate that at least 60ml of urine is required in bottle sample in order to provide enough urine for a secondary analysis when required;
- d) Specimens must not be tested if there is an indication of a breakdown in the Chain of Custody prior to receipt by the laboratory. The Contractor must notify the Technical Authority of any such break in the Chain of Custody within two (2) business days in writing via e-mail. Specimens involved in a court challenge must be retained until the matter is settled;
- e) Disposal of any used urine samples must be in accordance with SAMHSA guidelines; and
- f) Samples will be shipped to the Contractor as per 5.5 Transportation, below.

5.4 Task Authorized Laboratory-based Urine Testing – Groups 2 to 6

The Contractor must provide Task Authorized Laboratory-based Urine Testing (all samples will be shipped to the Contractor for analysis) on an "as and when requested" basis as follows:

- a) Supply the urine collection cup;
- b) Test for the presence of the Group 2 to 6 drugs, as described in article 9.0 List of Groups, in urine samples;
- c) Specimens with a positive confirmation test result must be retained and stored for a period of 12 months. These sample portions must be stored in such a manner as to maintain Chain of Custody while ensuring that the unused remainder is available for secondary analysis if later required. The collector's instructions on the back of both CCF Forms must indicate that at least 60ml of urine is required in bottle sample in order to provide enough urine for a secondary analysis when required;
- d) Specimens must not be tested if there is an indication of a breakdown in the Chain of Custody prior to receipt by the laboratory. The Contractor must notify the Technical Authority of any such break in the Chain of Custody within 2 business days in writing by e-mail. Specimens involved in a court challenge must be retained until the matter is settled;
- e) Disposal of any used urine samples must be in accordance with SAMHSA guidelines;
- f) Samples will be shipped to the Contractor as per 5.5 Transportation below.

5.5 Transportation / Collection

The Contractor must make the necessary transportation arrangements from the point of collection to the Contractor's testing laboratory for the laboratory-based tests. This includes

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

supplying the necessary pre-paid return shipping slip with every collection kit(s) and Self-contained urinalysis screening cup(s) delivered as requested by the CF units;

6.0 DELIVERABLES

The Contractor must:

- 6.1 Deliver, within five (5) business days of receiving a fax or e-mail request from CF units, collection kits and/or Self-contained urinalysis screening cups in the language requested to the location/unit specified.
- 6.2 Provide non Blind Drug Testing (BDT) report on testing results within two (2) business days of receiving the collected samples. The report must indicate the concentration of each positive drug test and its screening cut-off concentrations. The report must be in Excel format and a portable document format (pdf) of the specific results be submitted by email to the Technical Authority from the laboratory's server in a sequence of fields as enclosed at Appendix 1 to Annex A, compatible with the CF system.

Under the following circumstances, the above deadline can be extended to four (4) business days:

- i. Where a lab employs validated method / Standard Operating Procedure (SOP) for dilution protocol; and
 - ii. If several drugs are present, then isolation of particular compounds can require an additional day.
- 6.3 Provide Blind Drug Testing (BDT) report within two (2) business days indicating the concentration of each positive drug test and its screening cut-off concentration. The report format must be in a sequence fields as enclosed at Appendix 1 to Annex A, compatible with the CF system and must be submitted electronically to the Technical Authority.
 - 6.4 Provide a report for BDT results indicating by unit of positive and negative results for each drug according to the demographic variables. The laboratory must be able to adapt to a new Excel form to report stratified random sample, i.e., by gender, rank grouping, age band and unit grouping, and the title name for the drug type such as Marijuana, Cocaine, Codeine, Morphine, Amphetamine, Methamphetamine, 6AM, MDA, MDEA, MDMA, Oxycodone, Oxymorphone, Hydrocodone and Hydromorphone. This report must be provided within ten (10) business days of receiving the collected samples.
 - 6.5 The Contractor must provide on request by the Technical Authority but no more than once a month, a report that identifies all authorized personnel who has access to all areas where specimens, aliquots and records including all computer data, are held and keep a record of their presence and handling of these materials.

6.6 Task Authorized Expert Testimony

The Contractor may be required to provide oral evidence at criminal, disciplinary or Court Martial proceedings on "an as and when requested" basis. Testimony or evidence may be required in relation to continuity of possession and safeguarding of an official sample with the Contractor, including receipt, storage and disposal, and details of the analytical procedure utilized to determine the possible test results.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

7.0 OFFICIAL LANGUAGES

English and French are the official languages of Canada. In accordance with the *Official Languages Act*, the composition and operation of DND and CF must reflect this reality as indicated in DAOD 5039-0. The Contractor must supply all forms and instructions in either or both official languages as requested by Canada.

8.0 TECHNICAL ENVIRONMENT

The Contractor must provide all draft report versions in electronic format only. The Contractor must deliver all Final report versions of documents in hard copy utilizing duplex printing, and electronic format. Hard copy final documents shall be bound in a professional manner (e.g. cerlox, coil, tape bound). The Contractor must deliver one electronic copy of all final documents in one of the following format, as requested:

- a) Adobe Acrobat (pdf)
- b) MicroSoft Word
- c) MicroSoft Excel
- d) 8" x 11 ½" plain bond recycled paper

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Group 2: Broad Spectrum Urine LC-MS

Group 2 includes quantitative screening for the following 63 Drugs listed below. Testing will only be conducted if specified in a duly authorized Task Authorization, on an “as and when requested basis”.

Broad Spectrum Screening (63 drugs/drug metabolites)	Confirming Screening Methodology	Reporting
6-Acetylmorphine	LC-MS/MS	Quantitative
7-Aminoclonazepam	LC-MS/MS	Quantitative
7-Aminoflunitrazepam	LC-MS/MS	Quantitative
7-Aminonitrazepam	LC-MS/MS	Quantitative
Alprazolam	LC-MS/MS	Quantitative
Amphetamine	LC-MS/MS	Quantitative
Benzoylcegonine	LC-MS/MS	Quantitative
Benzylpiperazine	LC-MS/MS	Quantitative
Buprenorphine	LC-MS/MS	Quantitative
Bupropion	LC-MS/MS	Quantitative
Clonazepam	LC-MS/MS	Quantitative
Cocaethylene	LC-MS/MS	Quantitative
Cocaine	LC-MS/MS	Quantitative
Codeine	LC-MS/MS	Quantitative
Cotinine	LC-MS/MS	Quantitative
Des-alkyl-flurazepam	LC-MS/MS	Quantitative
Diazepam	LC-MS/MS	Quantitative
Dihydrocodeine	LC-MS/MS	Quantitative
Diphenhydramine	LC-MS/MS	Quantitative
EDDP	LC-MS/MS	Quantitative
Ephedrine	LC-MS/MS	Quantitative
Fentanyl	LC-MS/MS	Quantitative
Flunitrazepam	LC-MS/MS	Quantitative
Flurazepam	LC-MS/MS	Quantitative
Gabapentin	LC-MS/MS	Quantitative
Hydrocodone	LC-MS/MS	Quantitative
Hydromorphone	LC-MS/MS	Quantitative
Hydroxyalprazolam	LC-MS/MS	Quantitative
Spice (JWH-018)	LC-MS/MS	Quantitative
Spice (JWH-200)	LC-MS/MS	Quantitative
Ketamine	LC-MS/MS	Quantitative
Levamisole	LC-MS/MS	Quantitative
Lorazepam	LC-MS/MS	Quantitative
mCPP	LC-MS/MS	Quantitative
MDA	LC-MS/MS	Quantitative
MDEA	LC-MS/MS	Quantitative
MDMA (Ecstasy)	LC-MS/MS	Quantitative
MDPV	LC-MS/MS	Quantitative
Meperidine	LC-MS/MS	Quantitative
Mephedrone	LC-MS/MS	Quantitative
Methadone	LC-MS/MS	Quantitative
Methamphetamine	LC-MS/MS	Quantitative
Methylphenidate	LC-MS/MS	Quantitative

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Morphine	LC-MS/MS	Quantitative
Naloxone	LC-MS/MS	Quantitative
Naltrexone	LC-MS/MS	Quantitative
Nitrazepam	LC-MS/MS	Quantitative
Norbuprenorphine	LC-MS/MS	Quantitative
Norcocaine	LC-MS/MS	Quantitative
Norcodeine	LC-MS/MS	Quantitative
Nordiazepam	LC-MS/MS	Quantitative
Norfentanyl	LC-MS/MS	Quantitative
Norhydrocodone	LC-MS/MS	Quantitative
Normeperidine	LC-MS/MS	Quantitative
Noroxycodone	LC-MS/MS	Quantitative
Oxazepam	LC-MS/MS	Quantitative
Oxycodone	LC-MS/MS	Quantitative
Phenazepam	LC-MS/MS	Quantitative
Pseudoephedrine	LC-MS/MS	Quantitative
Ritalinic Acid	LC-MS/MS	Quantitative
Temazepam	LC-MS/MS	Quantitative
THCA	LC-MS/MS	Quantitative
Triazolam	LC-MS/MS	Quantitative

Group 3: Broad Spectrum Urine GC-MS

Group 3 includes a qualitative Gas Chromatography-Mass Spectrometry (GC-MS) screening, for the drugs listed below. Testing will only be conducted if specified in a duly authorized Task Authorization, on an "as and when requested basis".

6beta Naltrexol	Bupropion	Clozapine-M	Enalapril-M
6beta Naltrexol derivative	Butabarbital	Cocaethylene	Ephedrine
6beta Naltrexol-M	Butalbital	Cocaethylene-M (ethylecgonine)	
6beta-Naltrexol	Butorphanol	Cocaine	
7-aminoclonazepam	BZP	Cocaine-M (Benzoylecgonine)	
7-aminonitrazepam	Caffeine	Cocaine-M (methylecgonine)	
Acebutolol	Carbamazepine	Cocaine-M (nor-)	
Acebutolol-M	Carbamazepine-M	Codeine	
Alpranolol	Carvedilol	delta-9 THC	
Alprazolam	Chlordiazepoxide	Desipramine	
Amitriptyline	Chlordiazepoxide-M	Desipramine-M	
Amitriptyline-M	Chloroquine	Dextromethorphan	
Amobarbital	Chloroquine-M	Dextrorphan	
Amphetamine	Chlorpheniramine-M	Diazepam	
Atenolol	Chlorpromazine	Dihydrocodeine	
Atomoxetine	Citalopram	Dihydromorphine	
Baclofen-M (H2O)	Citalopram-M	Dihydromorphine-M	
BDB TFA	Clindamycin	Diltiazem	
Betaxolol	Clindamycin-M	Diphenhydramine	
Bisoprolol	Clobazam	Diphenhydramine-M	
Bromazepam	Clomipramine	Dothiepin	

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Bromazepam-M	Clomipramine-M	Dothiepin-M	
Brompheniramine-M	Clonazepam	Doxepin	
Buprenorphine	Clopidogrel parent	Doxepin-M	
Buprenorphine-M	Clozapine	Doxylamine	

Group 4: Additional Individual Testing

Group 4 includes quantitative or qualitative testing for the following additional drugs listed below to be requested individually. Testing will only be conducted if specified in a duly authorized Task Authorization, on an “as and when requested basis”.

Drugs	Confirming Screening Methodology	Reporting
Barbiturates ¹ <ul style="list-style-type: none"> • Amobarbital • Butobarbital • Butalbital • Phenobarbital • Secobarbital • Pentobarbital 	LC-MS/MS	Quantitative
Phencyclidine (PCP) ¹	GC-MS/MS	Quantitative
Methaqualone ¹	N/A	Qualitative
Fentanyl ²	GC-MS	Qualitative
Lysergic acid diethylamide (LSD) ²	LC-MS/MS	Quantitative

¹Drugs are requested and billed as a panel

²Fentanyl and LSD are requested and billed separately

Group 5: Urine Steroid Testing – INRS Laboratory

Group 5 includes qualitative screening for the steroids listed below. Testing will only be conducted if specified in a duly authorized Task Authorization, on an “as and when requested basis”.

Lab-Based Steroid Testing	Reporting
Bolasterone	Qualitative
Boldenone	Qualitative
Clostebol	Qualitative
Drostanolone	Qualitative
Ethylestrenol	Qualitative
Fluoxymesterone	Qualitative
Formebolone	Qualitative
Furazabol	Qualitative
Mesterolone	Qualitative
Methandienone	Qualitative
Methenolone	Qualitative
Methandriol	Qualitative
Methyltestosterone	Qualitative
Mibolerone	Qualitative
Norboletone	Qualitative
Norclotebol	Qualitative
Norethandrolone	Qualitative
Oxabolone	Qualitative

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Oxandrolone	Qualitative
Oxymesterone	Qualitative
Oxymetholone	Qualitative
Quinbolone	Qualitative
Stanozolol	Qualitative
Stenbolone	Qualitative
Tibolone	Qualitative
Trenbolone	Qualitative

Group 6: Volatiles

Group 6 includes qualitative screening for the Volatiles listed below. Testing will only be conducted if specified in a duly authorized Task Authorization, on an "as and when requested basis".

Volatile Solvent	Reporting
Acetone	Qualitative
Butanone (Methyl Ethyl Ketone)	Qualitative
Chloroform	Qualitative
Chloroethane (ethyl chloride)	Qualitative
1,4 Dichlorobenzene	Qualitative
Dichloromethane	Qualitative
1,2 Dichloropropane	Qualitative
Diethyl ether	Qualitative
Ethyl acetate	Qualitative
Hexane	Qualitative
Toluene	Qualitative
Methyl isobutyl ketone (MIBK)	Qualitative
Methyl tert-butyl ether	Qualitative
Trichloroethylene	Qualitative
1,1,1-trichloroethane	Qualitative
Tetrachloroethylene	Qualitative
Tetrachloromethan(Carbon tetrachloride)	Qualitative
1,1,1,2-tetrachloroethane	Qualitative
o-Xylene	Qualitative
m+p-Xylene	Qualitative

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 TO ANNEX A

DND REGULAR REPORT

Appendix 1 to Annex A is appended to the bid solicitation package, and is to be inserted at this point and forms part of this document.

ANNEX B

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the contract and each Task Authorization.

All deliverables are DDP (Delivered Duty Paid) to destination, and Canadian Customs Duty included, where applicable.

1. For the Work described in the Statement of Work in Annex A (excluding article 5.4 and 6.6)

Item 1: Self-contained urinalysis screening cup

The Contractor will be paid the following firm unit price per cup, inclusive overhead and profit, exclusive of Courier Costs, applicable taxes extra, in accordance with the following:

FIRM UNIT PRICE PER CUP					
	Year 1	Year 2	Option Period 1	Option Period 2	Option Period 3
Drugs	April 1, 2016 March 31, 2017	April 1, 2017 March 31, 2018	April 1, 2018 March 31, 2019	April 1, 2019 March 31, 2020	April 1, 2020 March 31, 2021
Group 1 Excluding 6AM and Oxymorphone	\$	\$	As per article 1.1 below		

Item 2: Laboratory-Based Urine Drug Testing - Group 1

The Contractor will be paid the following firm per sample rates, inclusive of all analysis costs, materials and supplies, overhead and profit, exclusive of Courier Costs, applicable taxes extra, in accordance with the following:

FIRM PER SAMPLE RATES					
	Year 1	Year 2	Option Period 1	Option Period 2	Option Period 3
Drugs	April 1, 2016 March 31, 2017	April 1, 2017 March 31, 2018	April 1, 2018 March 31, 2019	April 1, 2019 March 31, 2020	April 1, 2020 March 31, 2021
Group 1 Standard Urine Drug Screen	\$	\$	As per article 1.1 below		

1.1 Escalation of the firm unit price per cup and the firm per sample rates for the Option Periods

The firm unit price per cup and the firm per sample rates for Year two (2) are subject to escalation for the Option Periods as follows:

a) The firm unit price per cup and the firm per sample rates for Contract Option Period 1, 2 and 3 will be subject to an Economic Price Adjustment (EPA) equivalent to an amount established based on the

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

percentage increase (decrease), nearest two decimal places, in the sum of the monthly indices of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted) published in Statistics Canada Catalogue No. 62-001-XPE, Table 5, from the 12-month base period starting February 1 and ending on January 31 of the preceding year to the same 12-month period starting February 1 and ending on January 31 of the current year. This will be calculated using the following formula:

$$\text{EPA} = \frac{(A)}{(B)} - 1 \times 100$$

Where:

A = Sum of monthly indices for the 12 months ending in current year

B = Sum of monthly indices for the 12 months ending in preceding year

Total Estimated Cost to a Limitation of Expenditure for Item 1 and 2: \$ (to be inserted at contract award)
(Applicable Taxes extra)

2. For the Task Authorized Work described at article 5.4 Task Authorized Laboratory-based Urine Testing – Groups 2 to 6 and article 6.6 Expert Testimony of the Statement of Work in Annex A:

Item 3: Task Authorized Laboratory-Based Urine Drug Testing for Groups 2 to 6

The Contractor will be paid the following firm per sample rate, inclusive of all analysis costs, materials and supplies, overhead and profit, exclusive of courier costs, applicable taxes extra, in accordance with the following:

FIRM PER SAMPLE RATES					
	Year 1	Year 2	Option 1	Option 2	Option 3
Drugs	April 1, 2016 March 31, 2017	April 1, 2017 March 31, 2018	April 1, 2018 March 31, 2019	April 1, 2019 March 31, 2020	April 1, 2020 March 31, 2021
Group 2 Broad Spectrum Urine LC-MS	\$	\$	As per article 2.1 below		
Group 3 Broad Spectrum Urine GC-MS	\$	\$	As per article 2.1 below		
Group 4 Additional Individual Testing	\$	\$	As per article 2.1 below		
Group 5 Urine Steroid Testing	\$	\$	As per article 2.1 below		
Group 6 Volatiles	\$	\$	As per article 2.1 below		

Total Estimated Cost for Item 3: \$ (to be inserted at contract award)
(Applicable Taxes extra)

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Item 4: Expert Testimony

The Contractor will be paid the following firm hourly rate, inclusive overhead and profit, exclusive of Travel and Living Expenses specified below, applicable taxes extra, in accordance with the following:

FIRM HOURLY RATES				
Year 1	Year 2	Option 1	Option 2	Option 3
April 1, 2016 March 31, 2017	April 1, 2017 March 31, 2018	April 1, 2018 March 31, 2019	April 1, 2019 March 31, 2020	April 1, 2020 March 31, 2021
\$	\$	As per article 2.1 below		

Total Estimated Cost for Item 4: \$ (to be inserted at contract award)
(Applicable Taxes extra)

2.1 Escalation of the firm per sample rates and the firm hourly rates for the Option Periods

The firm per sample rates and the firm hourly rates for Year 2 are subject to escalation for the Option Periods as follows:

a) The firm per sample rates and the firm hourly rates for Contract Option Period 1, 2 and 3 will be subject to an Economic Price Adjustment (EPA) equivalent to an amount established based on the percentage increase (decrease), nearest two decimal places, in the sum of the monthly indices of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted) published in Statistics Canada Catalogue No. 62-001-XPE, Table 5, from the 12-month base period starting February 1 and ending on January 31 of the preceding year to the same 12-month period starting February 1 and ending on January 31 of the current year. This will be calculated using the following formula:

$$EPA = \frac{(A)}{(B)} - 1 \times 100$$

Where:

A = Sum of monthly indices for the 12 months ending in current year

B = Sum of monthly indices for the 12 months ending in preceding year

Item 5: Travel and living expenses for Expert Testimony:

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

Total Estimated Cost for Travel and Living expenses for Expert Testimony: \$ (to be inserted at contract award)
(Applicable Taxes extra)

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

Item 6: Courier Costs

The contractor will be reimbursed for the actual courier costs incurred in the performance of work, excluding Applicable Taxes. All courier costs must be supported by receipts.

Total Estimated Courier costs: \$ (To be inserted at contract award)
(Applicable Taxes extra)

Total Estimated Cost to a Limitation of Expenditure for Items 3, 4, 5 and 6:
\$ (To be inserted at contract award)
(Applicable Taxes extra)

ANNEX C

INSURANCE REQUIREMENTS

1.0 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
W6369-160011

Amd. No. - N° de la modif.
File No. - N° du dossier
041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Solicitation No. - N° de l'invitation
W6369-160011/A
Client Ref. No. - N° de réf. du client
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041ssW6369-160011

Buyer ID - Id de l'acheteur
041ss
CCC No./N° CCC - FMS No./N° VME

ANNEX D

DND 626 TASK AUTHORIZATION FORM

Annex D is appended to the bid solicitation package and is to be inserted at this point and forms part of this document.

**TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

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

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

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

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

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

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

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

Services

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

Cost

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

GST/HST

The GST/HST cost as appropriate.

Total

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

Applicable only to PWGSC contracts

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

Note:

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

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

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

Augmentation/Réduction

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

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

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

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

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

Services

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

Prix

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

TPS/TVH

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

Total

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

Ne s'applique qu'aux contrats de TPSGC

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

Nota :

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