



**PROPOSALS MUST BE SUBMITTED BY EMAIL ONLY TO THE FOLLOWING ADDRESS:**

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**LES PROPOSITIONS DOIVENT ÊTRE ACHÉMINÉES UNIQUEMENT PAR COURRIEL À L'ADRESSE SUIVANTE :**

[aadnc.soumissionbid.aandc@canada.ca](mailto:aadnc.soumissionbid.aandc@canada.ca)

**REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

**Proposal To: Indigenous 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 services, and listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition à : Services aux Autochtones 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 services énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

<b>Title – Sujet</b> Water Quality Analysis, First Nation Bacteriological Sampling Program / Analyse de la qualité de l'eau, Programme d'échantillonnage bactériologique des Premières Nations	
<b>Solicitation No. – N° de l'invitation</b> 1000212686	<b>Date</b> January 11, 2021
<b>Client Reference No. – N° référence du client</b>	
<b>Buyandsell No. – N° Achatsetventes</b>	
<b>File No. – N° de dossier</b>	<b>Amendment No. / Modification N°</b>
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 02:00 PM / 14 hr</b> <b>on – le February 9, 2021 / 9 février 2021</b>	<b>Time Zone / Fuseau horaire</b> Eastern Standard Time EST / Heure Normale de L'Est (HNE)
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:christine.madore@canada.ca">christine.madore@canada.ca</a>	<b>Buyer Id – Id de l'acheteur</b> CE8
<b>Telephone No. – N° de téléphone :</b> 874-354-1376	
<b>Destination of Services / Destination des services :</b> Ottawa, Ontario, Canada	
<b>Security / Sécurité :</b> There are security requirements associated with this requirement. Ce besoin comporte des exigences relatives à la sécurité.	

**Instructions : See Herein / Voir aux présentes**

<b>Vendor/firm Name and address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
<b>Signature</b>	<b>Date</b>

High Complexity Bid Solicitation and Resulting Contract Template (HC) – November 2020

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements and any other annexes or appendix.

### **1.2 Summary**

**1.2.1** Environmental Public Health Services of Indigenous Services Canada (ISC), Ontario Region is responsible for assisting First Nations communities in establishing monitoring programs of drinking water systems. The provincial government in Ontario utilizes Ontario Regulation 170/03 under the *Safe Drinking Water Act (Ontario)* (SDWA) for all of its municipally regulated water systems. Indigenous Services Canada will use this regulation as a reference guide in determination of sampling requirements.

#### **1.2.2 Objective of the Requirement**

To conduct bacteriological analysis of drinking water supplies for First Nations in the geographic location of Southern Ontario (refer to Appendix 1 for a listing of communities and Appendix 2 for a map of their general locations).

To have one laboratory per area to submit samples.

The data from the sampling is to be input into WaterTrax™ within 48hrs of lab completion (refer to Appendix 3 for reporting to WaterTrax™).

Analysis of samples must meet the requirements of Ontario Regulation 170/03 biological testing requirements for water systems in First Nation communities.

The analysis of water samples and reporting of results will assist in identifying and assessing potential public health risk related to drinking water supplies in First Nations communities. ISC will utilize this information to advise the individual First Nations on the status of their drinking water supplies.

### **1.2.3 Security Requirements**

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website”.

### **1.2.4 Period of Resulting Contract**

The Contract resulting from this RFP process will be from Contract award date to March 31, 2023 with two (2) additional one (1) year option period.

### **1.3 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### 2.2 Submission of Bids

Bids (and any amendments thereto) must be submitted **electronically only, in PDF format**, to Indigenous Services Canada (ISC) by the date, time and to the e-mail address indicated on page 1 of the Request for Proposals. Transmission of Bids (and any amendments thereto) submitted by any other means to ISC 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 in Annex 1, to Part 5 of the Bid Solicitation, before contract award.

### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **7** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

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

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 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

**Canada requests that bidders submit their bid by email in separate attachments as follows:**

Section I: Technical Bid in PDF format.

Section II: Financial Bid in PDF format.

Section III: Certifications in PDF format.

Section IV: Additional Information in PDF format.

Bidders are requested to submit their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) page format; and
- (b) use a numbering system that corresponds to the bid solicitation.

#### **Section I: Technical Bid**

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

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

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below under Attachment 1 to Part 3, Pricing Schedule.

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

Indigenous Services Canada (ISC) method of invoices payment is by direct deposit to the Bidder's financial institution of choice.

#### **3.1.3 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation



**Section III: Certifications**

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

**Section IV: Additional Information**

**3.1.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

**3.1.2.1** As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

**3.1.2.2** The Company Security Officer must ensure through the Contract Security Program that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

**ATTACHMENT 1 TO PART 3, PRICING SCHEDULE**

The Bidder must complete this pricing schedule and include it in its financial bid. The financial evaluation will be based on the sum of the firm price for the Initial Contract Period, including all Option Periods. All prices must be in Canadian Dollars (CAD) and must not include applicable taxes. Cost of shipment samples bottles, coolers and ice packs to and the shipment of samples from distribution points in Appendix 1 of Annex A – Statement of Work must be included in the firm price\*\***The Bidder must provide any restrictions on weight, cooler size, or number of sample bottles per shipment included in the cost of shipping\*\***. This is for evaluation purposes only.

Item No.	Description	Unit of Issue	Estimated Quantity	All-Inclusive Firm Price (\$ CAD)						For Evaluation purpose ONLY/for use by the Contracting Authority
				<u>Initial Period</u>		<u>Option Year 1</u>		<u>Option Year 2</u>		
				Contract Award date to March 31, 2023		April 1, 2023 to March 31, 2024		April 1, 2024 to March 31, 2025		
				Firm Price	Total Price	Firm Price	Total Price	Firm Price	Total Price	
(A)	(B)	(A) X (B)	(C)	(A) X (C)	(D)	(A) X (D)	Assessment Value (= B+C+D)/3			
1.	Total Coliforms and Escherichia coli (E. coli)	Sample	6000							
2a.	Ottawa Communities	Shipment	240							
2b.	Peterborough Communities	Shipment	240							
2c.	Brantford Communities	Shipment	240							
2d.	Orillia Communities	Shipment	240							
2e.	London Communities	Shipment	240							
<b>Bidder's Evaluation Assessment Value (sum total of averaged firm prices)</b>										

Restrictions on weight, cooler size, or number of samples per shipment included in the cost of shipping must be described below:

Description	Restriction(s)
Weight	
Cooler Size	
Number of sample bottles per shipment	
Other	

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

**Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.**

Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
M1	<p><b>Accreditation and Licensed of Laboratory Services</b></p> <p><b>M1.1 - Accreditation:</b> Laboratory must be accredited for parameters listed in Annex A - Statement of Work. Proof of Accreditation must be submitted with the Technical Bid.</p> <p><b>M1.2 - Licensed:</b> Laboratory must be licensed by the Ministry of the Environment, Conservation and Parks (MECP) for parameters listed in Annex A – Statement of Work. Proof of license must be submitted with the Technical Bid.</p>			
M2	<p><b>Location of Laboratory Services</b></p> <p>The Bidder must have analytical laboratories located within Southern Ontario (Refer to Appendix 2 which provides a general map for reference).</p> <p>The Bidder must provide a list of laboratories located in Southern Ontario, including their names, addresses and contact information.</p>			

Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
M3	<p><b>The Firm's Experience</b></p> <p>The Bidder must have 5 years of experience in conducting projects related to bacteriological water testing, by the closing date of this Request for Proposal (RFP).</p> <p>To demonstrate this experience, the Bidder must provide the following information for each project:</p> <ol style="list-style-type: none"> <li>a. Short description of the services provided to the client (no more than one (1) paragraph);</li> <li>b. The duration for which the services were rendered, in the following format (day/month/year) to (day/month/year);</li> <li>c. The client reference name, title, organization name, telephone number and email address for whom the services were provided. The Project Authority may contact the client reference to confirm the information provided by the Firm.</li> </ol> <p>Experience can be cumulative and must be identified in the format outlined at point b. above and cannot overlap.</p> <p><i>ISC reserves the right to contact the named client reference to verify the accuracy and veracity of the information provided in the Bidder's proposal. Should ISC choose to contact the client references and should one (1) or more named reference provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal will be deemed non-compliant and given no further consideration.</i></p>			
M4	<p><b>The Firm's Quality Assurance and Quality Control System</b></p> <p>The Bidder must provide a description of their Quality Assurance and Quality Control System.</p>			
M5	<p>The Bidder must provide a Contingency Plan in the event of equipment failure or laboratory shutdown.</p>			
M6	<p><b>Proposed Team and Project Manager</b></p> <p>The Bidder must propose a team including a Project Manager who will be assigned to this project, describe the role they will be performing in each of their respective discipline and explain why they are well suited for the work, referring to their qualifications, certification, education and experience.</p>			

	For each proposed team member including the Project Manager, the Bidder must provide a copy of their Curriculum Vitae, proof of qualifications, certifications, education and experience.			
Item	Mandatory Technical Criteria	Reference to proposal (Bidder must insert the page #)	Reserved for ISC	
			Pass	Fail
M7	<p><b>Project Manager (Back-up)</b></p> <p>The Bidder must propose a Project Manager to act as a back-up.</p> <p>A copy of their Curriculum Vitae, proof of qualifications, certifications, education and experience must be provided.</p>			

**4.1.1.2 Point Rated Technical Criteria**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Item	Point Rated Technical Criteria	Reference to proposal (Bidder must insert the reference page)	Maximum points allocated	Points awarded
R1	<p><b>The Firm's Additional Experience</b></p> <p>In relation to M3, the Bidder can demonstrate additional experience in conducting projects related to bacteriological water testing.</p> <p>Points will be awarded as follows:</p> <p>10 + years of experience = 15 points                      7 + to 10 years of experience = 10 points                      5 + to 7 years of experience = 5 points</p> <p>Experience can be cumulative and must be identified in following format (day/month/year) to (day/month/year) and cannot overlap.</p>		15	
R2	<p><b>Project Manager's Experience</b></p> <p>In relation to M6, the Bidder can demonstrate the Project Manager's experience within the last 5 years, in managing completed projects involving bacteriological water testing.</p>		20	

Item	Point Rated Technical Criteria	Reference to proposal (Bidder must insert the reference page)	Maximum points allocated	Points awarded
R2	<p>At a minimum provide:</p> <p>a. Description of the Project they managed; and b. Timeframe of each project.</p> <p>Points will be awarded as follows:</p> <p>More than 3 Projects = 20 points 3 Projects = 12 points 2 Projects = 6 points 1 Project = 2 points 0 Project = 0 points</p>			
R3	<p><b>Methodology / Work plan</b></p> <p>The Bidder's proposal should outline its approach and proposed methodology to demonstrate its understanding of the requirement providing sufficient details such as, but not limited to:</p> <p>a) Approach including methods and human resources to address the requirement in the Statement of Work under Annex A. b) Details on delivery sample collection bottles and supplies within 24 hours upon request. c) Details on handling emergency analysis requests. d) Details on the turnaround time for reporting of results . e) Details on the firm's process for entering results into the WaterTrax system.</p> <p>Points will be allocated based on the following factors:</p> <p><b>20 points</b> = Superior, fully detailed, approach to the work, addressing issues and problems, providing workable strategy. Excellent understanding of the requirement.</p> <p><b>10 points</b> = Satisfactory, provided sufficient evidence and demonstrated a good understanding of the work, provided clear strategies to successfully meet the requirement.</p> <p><b>5 points</b> = Unsatisfactory, the response addresses and provides some relevant details, but still lacks complete understanding of the requirement.</p> <p><b>0 points</b> = Unacceptable, unclear and lacking details and substance, deficient in major areas; weak understanding of the requirement.</p>		20	

Item	Point Rated Technical Criteria	Reference to proposal (Bidder must insert the reference page)	Maximum points allocated	Points awarded
R4	<p><b>Possible Constraints</b></p> <p>In relation to M4, the Bidder can state any degree of awareness of possible constraints that can be anticipated and solutions proposed for these constraints.</p> <p>Points will be allocated as follows:</p> <p>2 Constraints = 10 points                      1 Constraint = 5 points                      0 Constraint = 0 points</p>		10	
R5	<p><b>Proposal Quality</b></p> <p>Up to ten (10) points will be awarded for presenting a proposal in an organized, clear and logical fashion and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP as evidenced by the following:</p> <p><b>a) Five (5) points</b> for writing the narrative portions of the proposal in a clear, concise, and logical fashion;</p> <p><b>b) Three (3) points</b> for ordering/structuring the proposal to match the order and sequence of the Mandatory and Point-Rated Technical Criteria within the RFP; and</p> <p><b>c) Two (2) points</b> for including a clear table of contents identifying sections of the Proposal and consecutive page numbering throughout the bid.</p>		10	
<b>Total Maximum Points</b>			75	
<b>Minimum Points Required to Pass</b>			49	

**4.1.2 Financial Evaluation**

SACC Manual clause [A0220T](#) (2014-06-26) Evaluation of Price – Bid

**4.2 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum 49 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 75 points.



2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. In the event of more than one (1) bidder has the same Combined Rating, the bidder with the Highest Technical Merit Score will be ranked higher

The table below illustrates an example

Where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
<b>Combined Rating</b>		84.18	76.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

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

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

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

#### **5.2.3 Additional Certifications Precedent to Contract Award**

##### **5.2.3.1 Status and Availability of Resources**

*SACC Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

**5.2.3.2 Education and Experience**

*SACC Manual* clause [A3010T](#) (2010-08-06) Education and Experience

**5.2.3.3 Security Agreement, attached as Appendix 1 to Annex D**

**5.2.3.4 Non-Disclosure Agreement, attached as Annex F**

**5.2.3.5 Annex 1 to Part 5 of the Bid Solicitation – Certification – Former Public Servant**

**5.2.3.6 Letter from an insurance broker or an insurance company in accordance with the Insurance Requirements specified in Annex E (and as mentioned in Part 6, 6.5 Insurance Requirements).**

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 Financial Capability - REMOVED**

### **6.3 Bid Financial Security - REMOVED**

#### **6.3.1 SACC Manual Clauses - REMOVED**

### **6.4 Controlled Goods Requirement - REMOVED**

### **6.5 Insurance Requirements**

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

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### 7.2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 7.2.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex F, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

### 7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

#### **SECURITY CLAUSES: 1000212686**

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous

Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected A**.

5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Protected A**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
  - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
  - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
11. The Contractor must comply with the provisions of the:
  - a) Security Requirements Agreement, attached as Annex D, including the Security Agreement attached as Appendix 1 of Annex D ; and
  - b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

### 7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

- 7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- 7.3.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

**7.4 Term of Contract**

**7.4.1 Period of Contract**

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

**7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**7.5 Authorities**

**7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Christine Madore  
Title: Senior Procurement Officer  
Department: Indigenous Services Canada  
Directorate:  
Address: 10 Wellington Street, 13<sup>th</sup> Floor, Gatineau, Quebec K1A 0H4  
  
Telephone: 873-354-1376  
E-mail address: [christine.madore@canada.ca](mailto:christine.madore@canada.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.

**7.5.2 Project Authority (TO BE IDENTIED AT CONTRACT AWARD)**

The Project Authority for the Contract is:

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

In its absence, the Project Authority is **(TO BE IDENTIED AT CONTRACT AWARD)**:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

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

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

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

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

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

### 7.5.3 Contractor's Representative (TO BE IDENTIFIED AT CONTRACT AWARD)

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

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

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

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

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

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

### 7.6 Proactive Disclosure of Contracts with Former Public Servants (IF APPLICABLE)

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 7.7 Payment

#### 7.7.1 Basis of Payment

#### 7.7.2 Limitation of Expenditure – Fees

For the Work described in the Statement of Work, in Annex A:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ **(IDENTIFIED AT CONTRACT AWARD)**. Customs duties are included and Applicable Taxes are extra.

#### 7.7.3 Canada's Total Liability - Contract

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **(TO BE IDENTIFIED 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% committed, or
  - b. four 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.

### 7.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### 7.7.4 SACC Manual Clauses

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

### 7.7.5 Electronic Payment of Invoices – Contract

Method of invoice payment by Indigenous Services Canada (ISC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Electronic Payment Request Form ([https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545\\_1362495227097\\_eng.pdf](https://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20-545_1362495227097_eng.pdf)) and submit the form to the address provided.

### 7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
    - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

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

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor - REMOVED

## 7.10 Applicable Laws

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

## 7.11 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](#) (2020-05-28), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Appendix 1 to Annex A, Listing of Communities – Physical Boundaries – Southern Ontario Zone;
- (e) Appendix 2 to Annex A, Map of General Location;
- (f) Appendix 3 to Annex A, Report to Watertrax™;
- (g) Annex B, Basis of Payment;
- (h) Annex C, Security Requirements Check List;
- (i) Annex D, Security Requirements Agreement;
- (j) Appendix 1 to Annex D, Security Agreement;
- (k) Annex E, Insurance Requirements, Commercial General Liability Insurance;
- (l) Annex F, Non-Disclosure Agreement; and
- (m) the Contractor's bid dated **(TO BE IDENTIFIED AT CONTRACT AWARD)**.

## 7.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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.

### 7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

**ANNEX "A"**

**STATEMENT OF WORK**

**SW1 TITLE**

Water Quality Analysis, First Nation Bacteriological Sampling Program, Indigenous Services Canada, First Nations and Inuit Health Branch, Ontario Region.

**SW2 TERMINOLOGY**

ISC = Indigenous Services Canada  
FNIHB = First Nations Inuit Health Branch  
EPHO = Environmental Public Health Officer  
SDWA = Safe Drinking Water Act (Ontario)  
MECP = Ministry of the Environment Conservation and Parks  
MAC = Maximum Acceptable Concentration  
IMAC = Interim Maximum Acceptable Concentration  
SOW = Statement of Work

**SW3 INTRODUCTION**

3.1 Environmental Public Health Services of Indigenous Services Canada (ISC), Ontario Region is responsible for assisting First Nations communities in establishing monitoring programs of drinking water systems. The provincial government in Ontario utilizes Ontario Regulation 170/03 under the *Safe Drinking Water Act* (Ontario) (SDWA) for all of its municipally regulated water systems. Indigenous Services Canada will use this regulation as a reference guide in determination of sampling requirements.

**SW4 OBJECTIVE OF THE REQUIREMENT**

- 4.1 To conduct bacteriological analysis of drinking water supplies for First Nations in the geographic location of Southern Ontario (refer to Appendix 1 for a listing of communities and Appendix 2 for a map of their general locations).
- 4.2 To have one laboratory per area to submit samples.
- 4.3 The data from the sampling is to be input into WaterTrax™ within 48hrs of lab completion (refer to Appendix 3 for reporting to WaterTrax™).
- 4.4 Analysis of samples must meet the requirements of Ontario Regulation 170/03 biological testing requirements for water systems in First Nation communities.
- 4.5 The analysis of water samples and reporting of results will assist in identifying and assessing potential public health risk related to drinking water supplies in First Nations communities. ISC will utilize this information to advise the individual First Nations on the status of their drinking water supplies.

**SW5 BACKGROUND**

5.1 The Ontario Ministry of Health and Long Term Care has stated that after September 30<sup>th</sup>, 2003, water samples submitted from agencies working on and for First Nations will no longer be permitted to submit bacteriological samples to provincial laboratories for analysis. The only bacteriological water samples that may be submitted for no cost to provincial laboratories are from private citizens which can submit and receive results directly back. As such, the First Nations and those health agencies which service them must submit water samples to accredited laboratories within their area for analysis for a cost to be paid for by Indigenous Services Canada.

## SW6 REQUIREMENTS

- 6.1 The Contractor will analyse bacteriological water samples submitted from Environmental Public Health Officers and First Nation members authorized by Indigenous Services Canada for two essential parameters: Total Coliforms and Escherichia coli (E coli).
- 6.2 The turnaround time for reporting of results must be within a 24-48 hour period once received at the laboratory.
- 6.3 The analysis must meet the requirements and standards of practice as recognized by the Ontario MECP in their regulated drinking water testing program and Health Canada's Guidelines for Canadian Drinking Water Quality available on the website's of those agencies.
- 6.4 The Contractor(s) must be licensed by the Ontario Ministry of the Conservation and Parks (MECP), and accredited by the Standards Council of Canada or by an Accreditation Body recognized by the MECP, to perform the work outlined in this Statement of Work (SOW).
- 6.5 The testing will be conducted according to the current requirements of Ontario Regulation 170/03 under the Safe Drinking Water Act (SDWA). A copy of the act and accompanying regulations can be found on the Government of Ontario E-Laws site (<https://www.ontario.ca/laws/regulation/r03170>).
- 6.6 The Contractor will be required to provide a chain of custody form, sterile sample collection bottles, transportation coolers, re-freezable ice packs, courier service for shipment of supplies to First Nations/Indigenous Services Canada offices and the return of samples.
- 6.7 The Contractor will be responsible for inputting all results into WaterTrax™ (an internet based data collection system (refer to Appendix 3 - Reporting to WaterTrax™) and visit their website for more information - [www.watertrax.com](http://www.watertrax.com)) after samples are analyzed. The chain of custody form will require space for input of a WaterTrax™ ID number. It is recommended you work with WaterTrax™ on this issue.
- 6.8 Sample results are to be input into the WaterTrax™ program by the Contractor. A report of results will be electronically mailed to the Environmental Public Health Officer responsible for that community. A hard copy will also be sent to the First Nation the sample came from (attention to the person who submitted the sample) and possibly the Indigenous Services Canada Environmental Public Health Officer (all addresses and contract names, numbers, and electronic mail addresses will be supplied at the commencement of the contract).
- 6.9 Any result that does not meet the standard under Schedule 1, Microbiological Standards, under the SDWA, Ontario Regulation 169/03 (<https://www.ontario.ca/laws/regulation/030169>) will require the immediate notification of the Environmental Public Health Officer for that community (voice to voice). A contact list with names and numbers will be provided at the onset of the contract or shortly thereafter as well as an after-hours on-call number; these lists will be updated as necessary.
- 6.10 The Contractor must have a current license from the MECP and a current accreditation by the Standards Council of Canada or by the Canadian Association for Laboratory Accreditation (both the license and accreditation must remain valid for the duration of the contract). The license and accreditation must enable the Contractor to perform water analysis on the parameters listed in under 6.1 above.
- 6.11 The Contractor will provide the Technical Authority with verification of continued participation in the CALA or SCC accreditation program on an annual basis or when requested.

## SW7 TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

- 7.1 The Contractor will provide laboratory services related to bacteriological analysis for two essential parameters: Total Coliforms and Escherichia coli (E. coli) . Upon request from an Environmental Public Health Officer or Indigenous Services Canada's authorized First Nation Member, the Contractor will prepare and ship within 24 hours: chain of custody forms, sterile sample collection bottles, transportation coolers, shipping instructions and re-freezable ice packs for water sample collections.
- 7.2 The Contractor will be responsible for shipping to and from each community or field office the supplies needed to collect the water samples as described, and the collected water samples requiring analysis.
- 7.3 Shipping arrangements to and from the laboratory are the responsibility of the Contractor. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.
- 7.4 The Contractor will direct sample pick up from each community or field office and their delivery to the laboratory in a timely fashion, analyze them and report back to the person who submitted the samples and our department within a reasonable time (24-48 hours once received at the laboratory).
- 7.5 Issues arising with transportation must be dealt with by the Contractor to ensure minimal disruption of sample movement and analysis.
- 7.6 If a request for an emergency analysis is received from an Environmental Public Health Officer, then expedited turnaround time will be reduced to accommodate that analysis (24 hours if at all possible, depending on circumstances). In some cases, water samples may be delivered directly to the laboratory.
- 7.7 At the commencement of the contract the Contractor must have the ability to input results into WaterTrax™. This will require an area on the chain of custody form for a sample location point number from WaterTrax™. This location number is to be marked on the chain of custody form by the sampler.
- 7.8 Assembled sampling kits are to be shipped to each First Nation or field office by the Contractor. The number of sample kits and locations will be provided to the Contractor at the commencement of the contract during the initial meeting. Samples will be collected by a First Nation Employee (Water Treatment Plant Operator, Community Health Representative, or Community Health Nurse) or Environmental Public Health Officer. First Nation Members may also submit samples with authorization from Environmental Public Health Officers. Samples will be taken and shipped to the Contractor. Sample collection and shipping will occur on the same day, when feasible.
- 7.9 The Contractor will analyze the samples received for the parameters listed on the chain of custody. The Contractor will abide by the requirements of their license from the MECP and their accreditation in the handling and testing of the samples received.
- 7.10 The Contractor's Project Manager shall review test results to ensure that all parameters tested for have been completed and meet the current requirements of [Ontario Regulation 170/03 under the Safe Drinking Water Act \(SDWA\)](#).
- 7.11 If there is an occurrence of an adverse sample result, the Contractor will immediately call the Environmental Public Health Officer responsible for the sample, or if outside the hours of 8am-4pm, Monday to Friday, the on-call Environmental Public Health Officer at the following number: 1-855-407-2676 (a list with contact names and telephone numbers will be provided at contract award or shortly thereafter). The Contractor will also call the person who submitted the sample as

identified on the chain of custody.

- 7.12 The Contractor must input sample results into the WaterTrax™ within 48 hours of completion. A report of results will be electronically mailed to the Environmental Public Health Officer responsible for that community within 48 hours of completion. A hard copy will also be sent to the First Nation the sample came from (attention to the person who submitted the sample) and possibly the Indigenous Services Canada Environmental Public Health Officer (all addresses and contract names, numbers, and electronic mail addresses will be supplied at the commencement of the contract).
- 7.13 Due to existing workload and deadlines, all Contractors' resources assigned to perform work under this contract must be ready to work in close and frequent contact with each Environmental Public Health Officers, the Project Authority and other departmental officials.

#### **SW8 SPECIFICATIONS AND STANDARDS**

- 8.1 Laboratory must be licensed and accredited to perform the parameter tests identified in this Statement of Work (refer to SW6, 6.4) required in Ontario.
- 8.2 The Contractor must have a current license from the MECP and current accreditation by the Standards Council of Canada or by the Canadian Association for Laboratory Accreditation (both the license and accreditation must remain valid for the duration of the contract). The license and accreditation must enable the Contractor to perform water analysis on the parameters listed in this Statement of Work (refer to SW6, 6.1).
- 8.3 Water samples submitted for testing are temperature and time sensitive and must be received by the laboratory at a specific temperature to permit testing. Analysis of samples must be started within 48 hours of sample collection (the goal should be 24 hours); with storage conditions of between 4°C - 10°C and not frozen at any point.
- 8.4 All sample results are to be input into the WaterTrax™ program by the Contractor within 48 hours of completion of analysis.
- 8.5 The Contractor and its resources must show expertise in this field and the continued license and accreditation status of the laboratory. Any problem with the accreditation must be rectified within 24 hours. If this is not done then the Contractor must notify our department of this within 24 hours. If the laboratory loses their accreditation, the contract will be terminated.
- 8.6 The Contractor must at all times of the contract be in possession of a license from the Ontario Ministry of the Environment Conservation and Parks and be Accredited. Any Contractors who receives an order or direction to remedy a deficiency from a regulatory body which affects their licence/accreditation, they must inform the Project Authority and the Contracting Authority by email within 24 hours.

#### **SW9 REPORTING REQUIREMENTS**

- 9.1 The Contractor will identify in a written statement that all samples that have been received have been analyzed as of midnight, XXXXDATE.
- 9.2 Completion of reports of analysis and data entry into WaterTrax™ may extend to no later than XXXXDATE, for samples submitted during XXXXDATE.
- 9.3 The Contractor will report (voice to voice) to the responsible Environmental Public Health Officer and the person who submitted the sample of any result that exceeds a MAC or IMAC on the same day as detection. If this is beyond the normal work day (8am to 4pm, Monday to Friday) the Contractor will use the on call Environmental Public Health Officer number. A copy of the report of

analysis will be sent electronically to the Environmental Public Health Officer responsible for the sample within 48 hours of completion of laboratory analysis.

- 9.4 A hard copy of the report will also be sent to the First Nation the sample was from, attention to the person who took the sample and possibly applicable Indigenous Services Canada Environmental Public Health Officer (all addresses and contact names, numbers, and electronic mail addresses will be supplied at the commencement of the contract or shortly thereafter).
- 9.5 The Contractor will send an electronic monthly verification report to each Technical Representative confirming analysis data have been uploaded into WaterTrax. The monthly report will be provided the first week of the following month.

#### **SW10 INDIGENOUS SERVICES CANADA'S OBLIGATIONS**

- 10.1 Each Environmental Public Health Officer will be tasked with advising the Senior Environmental Public Health Officer if test results have not been received, completed or not been completed as directed.
- 10.2 The Environmental Public Health Officers will advise the First Nations representatives of laboratory requirements and time guidelines and locations for submission of samples. This should be completed within one week of the contract award.
- 10.3 Indigenous Services Canada will provide a list of telephone numbers, fax numbers, cell phone numbers and email addresses of staff members and First Nation clientele, where available, and provide access to the WaterTrax™ database to allow input of test results. Support will be provided by the Environmental Public Health Officers in their geographical area of responsibility on matters dealing with water results.
- 10.4 The Contractor(s) does not require any Government Furnished Equipment, access to documentation, networks or other associated items.

#### **SW11 CONTRACTOR'S OBLIGATIONS**

To meet the requirements set out in the SOW and the resulting contract.

#### **SW12 LOCATION OF WORK, WORK SITE AND DELIVERY POINT**

- 12.1 All work will be completed at the laboratories where licensing and accreditation has been designated.
- 12.2 Refer to Appendix 1 – Listing of Communities – Physical Boundaries – Southern Ontario Zone.

#### **SW13 LANGUAGE OF WORK**

The language of work will be English.

#### **SW14 SPECIAL REQUIREMENTS**

- 14.1 Data collection is required, however only for Indigenous Services Canada information and First Nation purposes. This information is for Indigenous Services Canada and First Nations usage only and may not be given to other agencies or used for other purposes without expressed authorization of the Departmental Representative (refer to Annex D – Non Disclosure Agreement).
- 14.2 The Department of Indigenous Services Canada may request the Contractor to analyze some sample free of charge in the case that previous samples were not analyzed properly or results not



reported properly.

**SW15 OTHER TERMS AND CONDITIONS OF THE SOW**

- 15.1 The Departmental Representative will be the Senior Environmental Public Health Officer for the Zone located in Ottawa.
- 15.2 The Indigenous Services Canada Technical Authority will be the Senior Environmental Public Health Officer for the applicable Zone or their Environmental Public Health Officer designate (contact names will be provided upon commencement of the contract).
- 15.3 Administration and invoicing questions must be directed to the applicable Senior Environmental Public Health Officer.

The Contractor will interact with the Technical Authority or their designate in dealing with technical matters. These personnel will have the knowledge to sort out most problems and to give approval to continue sample analysis based on their expertise in those areas. The contact names, numbers, and addresses will be provided at contract award.

**SW16 INSURANCE REQUIREMENTS**

The Contractor shall provide a valid Certificate of Insurance coverage (refer to Annex E).

**SW17 TRAVEL AND LIVING EXPENSES**

There is no travel and living expenses associated with this project.

**APPENDIX 1 TO ANNEX "A"**

**LISTING OF COMMUNITIES – PHYSICAL BOUNDARIES – SOUTHERN ONTARIO ZONE**

There are five specific areas of the Indigenous Services Canada Southern Ontario Zone where field offices are located (Ottawa, Peterborough, Brantford, Orillia and London) with a total of 24 First Nations being provided Environmental Public Health Services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.

**Ottawa Office**

1. Algonquin of Pikwakanagan (Golden Lake)
2. Mohawks of Akwesasne

**Peterborough Office**

1. Alderville First Nation
2. Curve Lake First Nation
3. Hiawatha First Nation
4. Mississauga's of Scugog Island
5. Mohawks of the Bay of Quinte (Tyendinaga)

**Brantford Office**

1. Six Nations of the Grand River
2. Mississaugas of the Credit First Nation

**Orillia Office**

1. Chippewas of Nawash (Cape Croker)
2. Chippewas of Rama
3. Saugeen
4. Moose Deer Point
5. Wahta Mohawks (Gibson)
6. Beausoleil (Christian Island)
7. Wasauksing First Nation (Parry Island)
8. Chippewas of Georgina Island

**London Office**

1. Chippewas of the Thames
2. Aamjiwnaang (Chippewas of Sarnia)
3. Chippewas of Kettle & Stony Point
4. Oneida Nation of the Thames
5. Munsee-Delaware Nation
6. Walpole Island
7. Moravian of the Thames

APPENDIX 2 TO ANNEX "A"

MAP OF GENERAL LOCATION



## APPENDIX 3 TO ANNEX "A"

### REPORTING TO WATERTRAX™

#### Requirements for Labs for Reporting to the WaterTrax Service for Indigenous Services Canada, FNIHB

1. Reports shall be submitted electronically to the WaterTrax Agency Service immediately upon completion of analysis and finalizing of results. In no case shall the time between completion of analysis and submission of results exceed 48 hours.
2. For technical specifications, refer to the documents:
  - ***Becoming a WaterTrax Data Partner***
  - ***Laboratory Report File Specification wtx\_2.0***(the most recent versions available from WaterTrax Inc.).
3. Reports that are rejected by the WaterTrax system shall be fixed and resubmitted.
4. Labs shall include the following "fields" of information in addition to the mandatory fields that are included in the WaterTrax Laboratory Report File Format WTX\_2.0.

#### LAB SAMPLE COMMENT

Field 14 in WaterTrax Laboratory Report File Format WTX\_2.0

Please use the Lab Sample Comment field to report the name of the sampling point (often referred to as the "Sample Description" or "Sample Location") as it appears on the Chain of Custody or Sample Submission Form. Including the name of the sampling point in this field allows us to confirm that we provided the correct sampling point locator, and therefore that the data was transferred to the correct sampling point in the WaterTrax database.

#### ANALYTICAL METHOD

Field 20 in WaterTrax Laboratory Report File Format WTX\_2.0

The Analytical Method field should be the name or description of the analytical method used to measure or detect the analyte. For example, the Standard Methods for the Examination of Water and Wastewater test for Metals by Inductively Coupled Plasma/Mass Spectrometry might be reported as "APHA 3125" or "SM 3125". Please do not use an internal lab code that would have no meaning to the report recipient.

#### DETECTION LIMIT

Field 21 in WaterTrax Laboratory Report File Format WTX\_2.0

Please always report the detection limit. This is particularly important for non-detect (ND) and over-range (OR) results, so that the result will display as "<x" or ">x" in WaterTrax.

#### LAB RESULT COMMENT

Field 19 in WaterTrax Laboratory Report File Format WTX\_2.0

Please indicate the reporting of field results (results submitted on the requisition form that are not based on lab analysis) in Field 19 with the text "Field data reported by client". This allows us to identify and separate lab and field results when creating reports. We understand that WaterTrax will soon add a flag field to the file format to make this easier.

**ANNEX "B"**

**BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this Contract.

Applicable taxes are not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the pricing schedule below.

All prices are in Canadian Dollars (CAD).

Cost of shipment sample bottles, coolers, ice packs including the shipment of samples to and from distribution points in Appendix 1 of Annex A is included in firm rates below.

Item No.	Description	Unit of Issue	Estimated Quantity	All-Inclusive Firm Price (\$ CAD)		
				<u>Initial Period</u> Contract Award date to March 31, 2023	<u>Option Year 1</u> April 1, 2023 to March 31, 2024	<u>Option Year 2</u> April 1, 2024 to March 31, 2025
1.	Total Coliforms and Escherichia coli (E. coli)	Sample	6000	\$	\$	\$
2a.	Ottawa Communities	Shipment	240	\$	\$	\$
2b.	Peterborough Communities	Shipment	240	\$	\$	\$
2c.	Brantford Communities	Shipment	240	\$	\$	\$
2d.	Orillia Communities	Shipment	240	\$	\$	\$
2e.	London Communities	Shipment	240	\$	\$	\$

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

 Affaires autochtones et Développement du Nord Canada	Aboriginal Affairs and Northern Development Canada	Contract Number / Numéro du contrat 1000212686
		Security Classification / Classification de sécurité Unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE																																																																							
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région FNIHB / EPHS / Ontario	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :																																																																						
3. Brief Description of Work / Brève description du travail Laboratory analysis of drinking water from First Nations communities in Southern Ontario for bacteriological parameters. This SRCL will be used for a contract covering these Southern Ontario communities.																																																																							
4. Contract Amount / Montant du contrat \$459,684.00	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :																																																																						
5. Contract Start and End date / Date de début et de fin du contrat asap to / au March 31, 2023																																																																							
7. Will the supplier require / Le fournisseur aura-t-il :																																																																							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui																																																																						
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)																																																																							
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)																																																																							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS																																																																							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui																																																																							
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)																																																																							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui																																																																							
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui																																																																							
If yes, specify: / Si oui, spécifiez :																																																																							
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui																																																																						
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																						
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																							
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécurisé)																																																																							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF																																																																							
<table border="1"> <thead> <tr> <th rowspan="2">Category / Catégorie</th> <th rowspan="2">Please refer to question : Veuillez vous référer à la question :</th> <th colspan="3">PROTECTED / PROTÉGÉ</th> <th colspan="3">CLASSIFIED / CLASSIFIÉ</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> <th>CONFIDENTIAL / CONFIDENTIEL</th> <th>SECRET</th> <th>TOP SECRET / TRÈS SECRET</th> </tr> </thead> <tbody> <tr> <td>Information / Assets / Renseignements/Biens</td> <td>7.1</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Information / Assets (off site) / Renseignements/Biens (extérieur)</td> <td>8</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT information / Assets (off site) / Renseignements/Biens TI (extérieur)</td> <td>9.1</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>IT Transmission – e-mail / Transmission TI – courriel</td> <td>9.2 a)</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>IT Transmission – other / Transmission TI – autre</td> <td>9.2 b)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Remote Access to Network / Connexion à distance au réseau</td> <td>9.2 c)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>COMSEC</td> <td>9.3</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Category / Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	Information / Assets / Renseignements/Biens	7.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Information / Assets (off site) / Renseignements/Biens (extérieur)	8	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT information / Assets (off site) / Renseignements/Biens TI (extérieur)	9.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Transmission – e-mail / Transmission TI – courriel	9.2 a)	<input checked="" type="checkbox"/>	<input type="checkbox"/>					IT Transmission – other / Transmission TI – autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>					Remote Access to Network / Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>					COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Category / Catégorie			Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ																																																																
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COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																
PART C – PERSONNEL / PARTIE C – PERSONNEL																																																																							
11.1 Personnel Security Screening Level Required: Niveau d'enquête de la sécurité du personnel requis : <input type="checkbox"/> N/A / Non requis <input checked="" type="checkbox"/> Reliability / Fiabilité <input type="checkbox"/> Confidential / Confidentiel <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret / Très secret																																																																							
11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui <input type="checkbox"/> N/A / Non requis																																																																							
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																																							

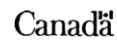


Contract Number / Numéro du contrat  
1000212686  
Security Classification / Classification de sécurité  
Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) Shaun Mackie		Title - Titre Regional Environmental Public Health Manager	Signature mackie, shaun Digitally signed by mackie, shaun Date: 2020.10.23 13:44:28 -04'00'
Telephone No. – N° de téléphone 519-751-6447	Facsimile No. - N° de télécopieur 519-751-6517	E-mail address – Adresse courriel Shaun.mackie@canada.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) Steven French		Title - Titre Contract Security Officer	Signature french, steven Digitally signed by french, steven Date: 2020.10.28 09:06:40 -04'00'
Telephone No. – N° de téléphone 819-934-2334	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel steven.french@canada.ca	Date 2020/10/28
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) Christine Madore		Title - Titre Senior Procurement Officer	Signature <i>Christine Madore</i> 2020-10-26 07:55:39
Telephone No. – N° de téléphone 873-354-1376	Facsimile No. - N° de télécopieur N/A	E-mail address – Adresse courriel christine.madore@canada.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées) Alexandre Paré-Monderie		Title - Titre A/ Manager Security Operations	Signature paremonderi e, alexandre Digitally signed by paremonderie, alexandre Date: 2020.10.28 11:03:02 -04'00'
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel alexandre.pare-monderie2 @canada.ca	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Unclassified



ANNEX "D"

SECURITY REQUIREMENTS AGREEMENT

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

Request for Proposal: 1000212686

Contract No.: \_\_\_\_\_

**1. Physical Security Transportation and Safeguard Requirements**

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 Physical Safeguards:

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	<b>Protected A</b>
<b>Container</b>	Key locked container
<b>Facility</b>	Restricted access room within office/home

**Definitions:**

**Protected information:** Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A:** Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

1.2 Transportation

1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.



- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

### 1.2.3 Discussion:

- Sensitive information must never be read, displayed, discussed or used in public areas.
- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

## 2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

### 2.1 Electronic Storage

- Store **Protected** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements.  
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

### 2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

### 2.3 Electronic Transmission of Departmental Data

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> <li>• Each user has their own corporate e-mail account which is protected with a username and password; and</li> <li>• Email server communication is protected with TLS encryption.</li> </ul>

	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machine is located on the contractor's premises;</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax;</li> <li>• Recipient is present at the fax machine ready to receive fax; and</li> <li>• Sender obtains confirmation from sender of receipt.</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values;</li> <li>▪ The network name (SSID) has been changed from its default value; and</li> <li>▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> <li>• Must be 8 characters or longer;</li> <li>• Have at least one upper case character;</li> <li>• Have at least one lower case character;</li> <li>• Have at least one numeric character; and</li> <li>• Have at least one allowed special character</li> </ul> </li> </ul>

**3. Inspection**

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

**4. Security Costs**

The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

**APPENDIX 1 TO ANNEX “D”**

**SECURITY AGREEMENT**

I, \_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract \_\_\_\_\_, as set out below, to the best of our abilities.

1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

I, the undersigned, UNDERSTAND, AGREE AND CONSENT TO COMPLY WITH THE ABOVE:

Contractor:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CIRNAC/ISC Project Authority:

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ANNEX "E"**

**INSURANCE REQUIREMENTS – COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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.

**ANNEX "F"**

**NON-DISCLOSURE AGREEMENT**

Water Testing Services, First Nations Bacteriological Sampling Program,  
Indigenous Services Canada (ISC), First Nations Health and Inuit Branch, Ontario Region

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Purchase Requisition #1000212686 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Minister of Indigenous Services Canada, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract Purchase Requisition #1000212686 and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Purchase Requisition #1000212686.

Name (printed): \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

**ANNEX "1" to PART 5 OF THE BID SOLICITATION**

**CERTIFICATION – FORMER PUBLIC SERVANT**

**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. T

**Definitions**

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

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

Name (printed): \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_