



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

**Comments - Commentaires**

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

### Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Residential Water Filter System Mountainview Ontario Residential Water Filter System	
<b>Solicitation No. - N° de l'invitation</b> W2189-215847/A	<b>Date</b> 2021-06-14
<b>Client Reference No. - N° de référence du client</b> W2189-215847	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-519-8412	
<b>File No. - N° de dossier</b> KIN-1-56035 (519)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-06-30</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613) 449-8446 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As stated on Task Authorization Document	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

### **1.2 Summary**

The Department of National Defence (DND), requires supply and installation of water filtration equipment **at residences in** Prince Edward County, Ontario as detailed under Article 6.2 of the resulting contract clauses.

### **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.

### **1.4 epost Connect service**

This bid solicitation requires bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods and services.

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## 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: 120 days

### 2.2 Submission of Bids

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

#### **PWGSC Ontario Region Bid Receiving Unit**

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

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

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

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## 2.4 Applicable Laws

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

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

## 2.5 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.

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

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

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

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

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

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

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

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

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

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

#### **Section III: Certifications**

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

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## 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 and Dillon Consulting Ltd. will evaluate the bids.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1. Mandatory Technical Criteria

The Bidder must demonstrate that their proposed equipment meets or exceeds the following Mandatory Technical Evaluation Criteria. For each specification listed, the bidder must include a reference to supporting technical documents included with their bid, such as literature, brochures and/or specifications for their proposed equipment, where it is clearly demonstrated that their proposed equipment meets the specification. If any of the equipment specification is missing from the supporting technical documentation, then the Bidder must provide a narrative to demonstrate how the equipment meets that particular specification.

1. The Bidder must provide at least one example of a similar system type and comparable size that they have supplied and installed, which has been operating in similar service for a period not less than three years.
2. Bidder must provide make and model of their proposed degassifier tank and GAC filter that meets or exceeds the specification in Annex "A".



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## **4.1.2 Financial Evaluation**

### **4.1.2.1 Mandatory Financial Criteria**

Any bid which fails to meet the following mandatory financial criteria will be deemed nonresponsive and will receive no further consideration:

- a) Bids must not contain any alteration to Annex "B" - Basis of Payment, other than the addition of the Manufacturer and Model information for the Item and the Bidder's firm unit pricing for all items. Bidders must provide the manufacturer and model information and the firm unit pricing for all items in their bid.
- b) Bids must not contain any condition or qualification placed upon the bid.
- c) Pricing must be firm in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor.
- d) Pricing must be provided for all items as listed in the Pricing Basis. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### **4.1.2.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian customs duties and excise taxes included.

The Bidder's Firm Unit Price will be multiplied by the quantity to calculate the extended pricing.

The Evaluated Price, used to determine lowest bid, will be the sum of the extended pricing of Annex B.

## **4.2 Basis of Selection**

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

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## 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.

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

#### The Bidder certifies that:

☐ a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

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## 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.

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56035

Buyer ID - Id de l'acheteur  
kin519  
CCC No./N° CCC - FMS No./N° VME

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

### **6.1 Security Requirements**

There are no security requirements

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## 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 Requirement

The Contractor must provide the items detailed under the "Requirement" 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

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 7.2.2 Task Authorization

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

##### 7.2.2.1 Task Authorization Process:

1. The Project Administrative Authority will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "F".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Administrative Authority, within the specified number of calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Administrative Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### 7.2.2.2 Task Authorization Limit

The Project Administrative Authority may authorize individual task authorizations up to a limit of \$50,000.00 Applicable Taxes included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Project Administrative Authority and PWGSC Contracting Authority before issuance.

##### 7.2.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and "Minimum Contract Value" means 5% of the Maximum Contract Value stated on page 1 of the contract.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's

maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **7.2.2.4 Periodic Usage Reports - Contracts with Task Authorizations**

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

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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

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

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

#### **For all authorized tasks:**

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

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

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

### **7.3 Security Requirements**

There are no security requirements

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to 31 March 2022.

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#### 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 4 additional one 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 7 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: Herb Choquette  
Title: Supply Team Leader  
Public Services and Procurement Canada, Acquisitions Branch  
Address: 86 Clarence Street, 2<sup>nd</sup> Floor, Kingston, Ontario, K7L 1X3  
Telephone: (613) 449-8446  
E-mail address: [Herb.Choquette@pwgsc-tpsgc.gc.ca](mailto:Herb.Choquette@pwgsc-tpsgc.gc.ca)

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

##### 7.5.2 Project Authority

The Project Authority for the Contract is: *[Note to Bidders: Canada will insert information at time of Contract award]*

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

##### 7.5.3 Contractor's Representative *[Note to Bidders: Please fill in required information]*

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

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

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

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

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

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

Procurement Business Number: \_\_\_\_\_

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## 7.6 Payment

### 7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \_\_\_\_\_ *[Note to Bidders: Canada will insert the amount at contract award]*. Customs duties are included and Applicable Taxes are extra.

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

### 7.6.2 Milestone Payments - Subject to holdback

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
  - c. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
  - d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

### 7.6.3 Taxes - Foreign-based Contractor (if applicable)

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

### 7.6.4 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

### 7.6.5 Electronic Payment of Invoices – Contract *[Note to Bidders: Canada will insert information at time of Contract award]*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).



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### 7.6.6 Canada's Obligation - Portion of the Work - Task Authorizations

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

### 7.7 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.

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 7.8 Certifications and Additional Information

#### 7.8.1 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 Applicable Laws

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

### 7.10 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) 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_. *[Note to Bidders: Canada will insert information at time of award]*

### 7.11 SACC Manual Clauses

SACC Manual clause B1501C (2018-06-21), Electrical Equipment

SACC Manual clause D0018C (2007-11-30), Delivery and Unloading

### 7.12 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 Annex "A" 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.

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### 7.13 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

### 7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC *Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor); OR  
SACC *Manual* clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

### 7.15 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](#)".

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## ANNEX "A", REQUIREMENT

### PART 1 - GENERAL

#### 1.1 Intent

- .1 The intent of this technical package is to provide requirements for a fully complete and operational water treatment system. The treatment system shall include all materials, labour, controls/automation, hardware, equipment and design effort required for the design, supply, delivery, construction, installation, testing, startup, commissioning, owner training and operational maintenance of a water treatment system as specified herein.

#### 1.2 Work Includes

- .1 This technical package is intended to cover the design, supply, delivery, installation, testing, startup, commissioning, owner training and operational maintenance of a water treatment system for the properties in Prince Edward County, Ontario on behalf of DND.
- .2 The packaged treatment system shall be pre-fabricated and shall be supplied by a single water treatment Equipment Supplier.
- .3 The Contractor shall be responsible for coordinating and completing all work necessary for a fully functional system as defined herein.

#### 1.3 Reference Standards

- .1 Equipment and work shall comply with the latest edition of all applicable codes, standards, and regulations including, but not limited to, the following:
  - .1 Ontario Building Code (OBC)
  - .2 NSF
  - .3 American Water Works Association (AWWA).
  - .4 Canadian Standards Association (CSA).
  - .5 American Society of Mechanical Engineers (ASME).
  - .6 American Gear Manufacture Association (AGMA).
  - .7 Canadian Electrical Manufacturers Association (CEMA).
  - .8 National Electrical Manufacturer Association (NEMA).
  - .9 American Society for Testing and Materials (ASTM).
  - .10 American National Standard Institute (ANSI).
  - .11 Electrical and Electronic Manufacturers Association of Canada (EEMAC).

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- .12 Hydraulic Institute Standards.
  - .13 National Building Code of Canada (NBC).
  - .14 Underwriter's Laboratories of Canada (ULC).
  - .15 Guidelines for Canadian Drinking Water Quality (GCDWQ).

#### 1.4 Qualifications of Equipment Suppliers

- .1 All items of equipment supplied shall be produced by companies regularly engaged in manufacturing this type of equipment and who maintain service and parts departments from which service, repairs and replacements may be obtained quickly at all times.

#### 1.5 Coordination

- .1 The Contractor shall be responsible for overall supply, installation, construction, startup, testing and training. The Contractor shall coordinate with all of their suppliers and sub-contractors to ensure a successful project completion.
- .2 The Equipment Supplier shall submit all details and requirements pertaining to the installation, handling, storage, and operation of equipment to the Engineer and the Contractor as per submittal requirements described herein.

#### 1.6 Shop Drawings & O&M Manual

- .1 The Contractor shall submit fully detailed shop drawings for all process equipment specified, showing fabrication, fixings and installation requirements for approval to Department Representative prior to construction.
- .2 Submit three (3) copies of operation and maintenance manuals for the specified equipment within ten (10) business days of the date of substantial completion to Department Representative.

#### 1.7 Instructions to Bidder

Bidder to complete all information requested and return the following documents with their bid package, including.

- .1 Descriptive literature, specifications, engineering and operating requirements on equipment components, catalogue cuts, dimensional drawings, plans, details of item quoted showing general construction and assembly, principal dimensions, materials of construction, and finishes.
- .2 ANNEX B – BASIS OF PAYMENT – Pricing Basis A
- .3 ANNEX B – BASIS OF PAYMENT – Pricing Basis B – Optional Goods and Services

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## PRODUCTS

### 1.8 Treatment System Package

- .1 The treatment system shall be designed to accept, regulate and treat raw water (groundwater) from a single residential well. The system shall reduce the levels of benzene present in the raw water to meet or exceed *Ontario Drinking Water Quality Standards* requirement for Benzene.
- .2 All equipment shall be CSA approved.
- .3 All electrical wiring and systems shall be performed by a licensed electrician to the requirements of the CEC.
- .4 All plumbing modifications at the installation site shall be performed by a licensed plumber to the requirements of the Ontario Building Code. Includes but not limited to connections to pressurized water supply, and drains.
- .5 The Contractor shall provide a power supply to the treatment system at the installation location that meets the treatment system Supplier's electrical requirements, including wiring from the electrical panel to the equipment and a GFCI circuit breaker sized for the specified load. All electrical work at the installation site shall be performed by a licensed electrician to the requirements of the CEC.
- .6 Raw water quality ranges from the residential wells are presented in **table 1** below. The Contractor is responsible for collecting new independent raw water quality samples from each residential well in order to properly select and size treatment equipment. Suppliers are to base their equipment/process selection on the poorest water quality parameter within the data set for each well, not necessarily from the same sampling event.
- .7 The system shall operate as a pressurized system, with the capability to operate in-line, under pressure from the existing well pump without the need for additional pumping or boosting. Contractors are to assume that adequate pressure is available from the existing well pump.

### 1.9 Design Parameters

- .1 Target Treated Water Quality – Benzene
  - .1 The system shall be designed to meet or exceed the *Ontario Drinking Water Quality Standard* for benzene, resulting in benzene concentrations less than 1 µg/L in the effluent from the Carbon Filtration system.
  - .2 Average Day Design Flow: 400 L/d (106 usgpd)
  - .3 Minimum Design Flow: 22.7 L/min (6.0 usgpm)
  - 4 Backwash water will be provided from the existing domestic water plumbing inside the home (40-60 psi).
5. The packaged system will be located indoors.

6. The treatment system shall treat the raw water and provide potable water at or exceeding the maximum acceptable limits presented in Table 1 (as measured in the GAC effluent).

**Table 1 - Treatment Objectives**

Water Quality Parameter	Raw Water Quality Range	Treated Water Objective
Benzene	<0.0002 – 0.004 mg/L	0.001 mg/L
Hardness (as CaCO <sub>3</sub> )	100 – 400 mg/L	N/A
Alkalinity (total) as CaCO <sub>3</sub>	130 – 300 mg/L	N/A
pH	7.6 – 8.3	N/A
Chloride (Filtered)	100 – 400 mg/L	N/A
Total Organic Carbon (TOC)	1 – 4 mg/L	N/A
Sulphate (SO <sub>4</sub> ) (Filtered)	3.5 – 100 mg/L	N/A
Turbidity	0.1 – 10 NTU	N/A
Calcium (Filtered)	20 – 75 mg/L	N/A
Magnesium (Filtered)	6 – 30 mg/L	N/A
Sodium (Filtered)	5 – 250 mg/L	N/A
Iron (Filtered)	0.005 – 0.3 mg/L	N/A
Manganese (Filtered)	0.0014 – 0.05 mg/L	N/A

1. The treatment process must include, at a minimum, all necessary equipment and appurtenances to achieve the following:

1. Pre-Filtration;
2. Degasification/Aeration vessels;
3. Granular Activated Carbon (GAC) vessels;
4. Support gravels, filter media, (if applicable);
5. Valving;
6. Interconnection piping;
7. Integrated controls/automation
8. Additional equipment as necessary to meet the specified performance requirements herein.

2. Equipment

1. General

1. Equipment shall be sized to meet the specified performance requirements herein at the maximum daily flow.
    2. All equipment, piping, hoses, valves, wetted parts and absorptive media must be NSF 60/61 certified for potable water.
    3. Provide the equipment listed below as the minimal standard of acceptance.
    4. Supply and install a system by-pass to allow the owner to by-pass the equipment if required.

2. Treatment System

1. Treated water quality:
      1. The treatment system shall produce potable water with benzene

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concentration not to exceed 1.0 µg/L.

2. Pre-filter:
  1. Supply and install 5 micron sediment-filter upstream of treatment system to prevent sand, grit and silt from fouling the downstream treatment components.
3. Aeration Tank(s):
  1. Supply and install degasification/aeration vessel(s) to off gas benzene present in the groundwater, and to improve the performance of the downstream GAC media in removal of benzene.
  2. Degasification/aeration vessels must be fully vented outdoors as per the OBC, and are not to vent any air or benzene into the ambient environment.
4. Activated Carbon Filters:
  1. Supply and install granular activated carbon filters for the removal of dissolved benzene
  2. Media tanks:
    1. Each tank shall be NSF approved.
    2. The tanks shall be designed for a maximum working pressure of 75 psi.
    3. Tanks shall be designed to treat the maximum daily flow.
    4. Each tank shall have a drain port.
    5. Each tank shall hold a minimum of 0.04 m3 (1.5 cubic ft) of granular activated carbon filtration media.
    6. Filtration Media: Each tank shall be filled with granular activated carbon certified to ANSI/NSF Standard 61.
5. Treatment performance shall be achieved with no more than 5% of treated water being required for filter backwashing on a daily basis.
6. Acceptable suppliers include:
  1. Ecowater Systems;
  2. Culligan;
  3. Kinetico;
  4. Approved Equal

### .3 Guarantee/Warranty

- .1 The Contractor shall warrant that the equipment furnished in accordance with this technical package shall be free from damage upon receipt, and free from defects for a period of 12 months from receipt.
- .2 The Contractor shall warrant that the equipment furnished in accordance with this technical package shall treat water to the specified performance requirements for a period not less than 24 months from the date of startup.
- .3 Costs of supplying any replacement equipment or consumables, or of modifications or alterations to the purchased equipment, in order to rectify defects or damages shall be borne by the Vendor

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## 7. EXECUTION

### 1. General

1. Equipment Handling: The Contractor shall include costs associated with loading, shipping, insuring, and delivering all equipment to the site. The Contractor shall be responsible for receiving unloading and installation of all equipment associated with the water treatment system.
2. The Contractor shall obtain all necessary Permits and Approvals prior to commencing work.
3. All equipment and piping shall be installed in a workmanlike manner in accordance with the manufacturers' recommendations and applicable codes.
4. The Contractor is to assume that all new treatment equipment will fit in a suitable location within the home.
5. All new plumbing and equipment shall be installed such that they are easily accessible for operation and maintenance purposes as per the manufacturer's recommendations.
6. System shall be installed with a branch connection upstream of the water treatment system to supply untreated water to hose bibs for irrigation and other non-potable uses. Contractor shall install a ball valve on the branch connection, and supply and install interconnecting piping to the existing piping connected to the existing hose bib(s). The Contractor shall disconnect the hose bibs from the existing plumbing that is downstream of the new water treatment system, and remove the existing piping. Where existing hose bibs are connected to the plumbing system upstream of the location of the new water treatment system, no modifications are required.
7. The Contractor shall supply and install a valved bypass around the new water treatment system, and include valves upstream and downstream of the new water treatment system so that it can be bypassed and completely isolated for maintenance.
8. Upon completion of work, the Contractor shall carefully inspect and test each component of the treatment system and verify that all items have been installed as per the manufacturers' instructions.
9. Installation and commissioning of the new water treatment system shall include any necessary modifications and/or adjustments to the existing well supply system including but not limited to:
  1. adjustment or relocation of the existing pressure tank;
  2. adjustment to the existing pressure tank pressure controls for well pump on/off;
  3. relocation, modification of any existing residential treatment equipment (UV, filtration vessels, water softener);
  4. plumbing modifications required to integrate the new system within any existing residential treatment equipment; and,



## 2. Supervision and Start-up

1. The Equipment Supplier shall provide a skilled factory trained technician to inspect the installation of the equipment and to provide start-up services and conduct owner training.
2. In addition to that required by the regulator, provincial guidelines and as specified herein, the Contractor shall be responsible for taking a minimum of two (2) representative water samples at each site, and performing analysis to confirm compliance with the *Ontario Drinking Water Quality Standard* including but not limited to general chemistry, metals, and benzene after the system has been commissioned. The sample locations and collection times shall be coordinated in advance with the Owner. All results shall be in accordance with the performance requirements listed in this section.
3. The factory trained technician shall provide the following services, unless otherwise specified by the Engineer during construction.
  1. The Supplier's factory trained technician shall be responsible for providing technical assistance during installation/construction.
  2. The Supplier's factory trained technician shall and oversee/direct startup, testing, commissioning and Owner training.
  3. Submit a report to the Engineer following successful start-up and testing confirming equipment has been installed correctly and in full accordance with the Equipment Supplier's instructions within five working days after receipt of water analyses.

## 3. Owner Training

- .1 The Contractor shall provide a training session to the home owner at each installation location. Training shall include procedures for:
  - .1 adjustment of the system's valves to switch the system from operation to by-pass, and location and operation of valve to hose bibs and any other non-treated water fixtures.
  - .2 sample collection from sampling ports,
  - .3 collection of pressure readings and evaluation of pressure drops (i.e. monitoring for clogging/blockage), and
  - .4 the removal and replacement of sediment-filter and spent Carbon Filtration Media including the need to pre-soak new Carbon Filtration Vessels for 24 hours prior to active use.

All valves, gauges, and instruments that need to be operated by the home owner as part of normal system operation and maintenance shall be tagged or labelled for easy reference.

Equipment Supplier shall provide an operations and maintenance manual that covers the system description, normal operating procedures, system maintenance, troubleshooting, and replacement parts. All valves, gauges, and instruments shall be referenced in the manual based on the field tagging or labelling.

## 4. Performance, Guaranties and Warranties

1. The Contractor guarantees and warrants that all equipment furnished pursuant to his requirements herein shall:
  1. Comply with the Technical Package for said equipment;
  2. Be free from defects in design, manufacture, workmanship or materials;
  3. Perform as specified herein and without unwanted interruption for a period of twenty-four (24) months after the date when the equipment was put into regular operation, which date shall be established by the Owner, or until the expiry of a period of thirty (30) months after the date of completion of delivery of such equipment to the site of the works, whichever terminates first, unless noted otherwise by the Owner.
  4. Have any breakage, damage, defects or deterioration (other than those due to the direct negligence of parties other than the supplier or contractor or to the imposition on the equipment of extraordinary working conditions or to normal wear and tear) in the said equipment that occur or are detected and are reported to the Supplier within the guarantee/warranty period referred to above made good promptly by the Supplier at his entire expense including the expense of all necessary labour, supervision, traveling, replacement parts and transportation. (To assist the Supplier in having work carried out on installed equipment or in removing or replacing installed equipment or parts thereof, the Owner will take all reasonable steps to provide the Supplier with ready access to such equipment.)
2. The Supplier shall, to the satisfaction of the Owner, rectify any defects in the work or which may appear therein during the warranty period.
3. The Equipment Supplier shall review the raw water quality, the specific requirements of these specifications, and shall guarantee in writing that the equipment supplied hereunder will consistently produce a treated water quality for a minimum of 2 years from the date when the equipment was put into regular operation.
  1. Process non-performance shall be identified if the average concentrations of 2 consecutive samples (not less than 12 hours apart) exceeds the maximum concentrations stipulated herein.

## **8. OPERATIONS, MAINTENANCE AND MONITORING**

### **4.1 Intent**

The intent of this section is to outline the requirements for the operation, maintenance and ongoing monitoring of the Water Treatment System to be installed for the removal of dissolved benzene to concentrations below the Ontario Drinking Water Standard of 1 ug/L.

The scope shall include but not be limited to all materials, tools, equipment, analysis and labour required for the operation, maintenance and monitoring of the Water Treatment System

The Operations period shall be for a period from July 1st, 2021 to June 31st, 2023, or approximately 24 months.

1. Reference Standards
  - .1 The Work shall comply with the latest edition of all applicable codes, standards,

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and regulations including, but not limited to, the following:

- .1 Practices for the Collection and Handling of Drinking Water Samples, Version 2.0, dated April 1, 2009 as published by the Ministry of the Environment and Climate Change of Ontario (MOECC)
2. Qualifications of Equipment Manufacturers, Suppliers and Contractors
- .1 Contractor or their agent must be able to demonstrate experience in the operation of similar Carbon Filtration systems covered under this specification in similar climates.
3. Coordination
- .1 Contractor shall coordinate with home owners to minimize and/or provide advance warning of disruption to the existing water service during maintenance and monitoring activities.

#### **4.2 General**

This section defines the requirements for the routine operation, maintenance and monitoring of the installed Carbon Filtration system.

#### **4.3 Operations**

- .1 Once commissioned the Contractor shall maintain operations of the Water Treatment system for a period of 24 months following start of normal operations after commissioning and training.
- .2 The Contractor shall inspect the Carbon Filtration system equipment, piping, hosing, fittings, valves and control components for leaks and/or blockages on a minimum quarterly basis (See Maintenance Section 4.4 for repairs) to be coordinated with the home owner. Quarterly inspections shall be recorded in a maintenance log and shall include inlet and outlet pressures of the Carbon Filtration vessel, date of sediment-filter and carbon media replacement, as well as a statement on the condition of the system. The maintenance log shall be made available upon request to the home owner. A service log sticker with dates of service, name of service technician, and service performed shall be maintained at the location of the water treatment system.
- .3 The Contractor shall replace the carbon media at least every 12 months during the operational period, or more frequently as required to meet the performance requirements specified herein

#### **4.4 Maintenance**

- .1 In addition to routine operations the Contractor shall repair any leaks, blockages or other operational issues identified during routine operations for the operational period defined herein. All repairs shall be completed as warranty items and no additional funds will be provided.
- .2 As necessary, determined by routine monitoring (see Monitoring Section 4.5), the Contractor shall replace the Carbon Filtration media as per manufacturer recommendations. This may require the temporary shutdown of the treatment system, or the operation of the system in by-pass for a short duration.
- .3 As necessary, determined by routine monitoring, the Contractor shall replace the

sediment-filter media as per manufacturer recommendations. Sediment-filter media shall be replaced at least annually. This may require the temporary shutdown of the treatment system, or the operation of the system in by-pass for a short duration.

- .4 The Contractor shall include the disposal of the spent filter media as solid non-hazardous waste, and all other disposable components with their bid price.

#### 4.5 Monitoring

- .1 Once per quarter (every 3 months) the Contractor shall collect a raw water sample and a treated water sample from the sample ports located upstream and downstream of the carbon filtration media.
- .2 Samples shall be collected and handled in accordance with "Practices for the Collection and Handling of Drinking Water Samples, Version 2.0" dated April 1, 2009 as published by the Ministry of the Environment and Climate Change of Ontario (MOECC). Sample collection details shall be included in the maintenance log (Section 4.3.1)
- .3 Samples shall be submitted under Chain-of-Custody to an accredited laboratory having a current "Drinking-Water Testing License" issued by the MECP that includes benzene analysis.
- .4 Samples shall be analyzed for benzene and the reportable detection limit shall be less than 1 ug/L. Results shall be made available to the home owner not more than 10 calendars days from the sample collection date.
- .5 Immediately upon receipt of sample results from the laboratory, the results shall be reviewed and the following actions initiated.
- .1 If benzene concentrations exceed 1 ug/L, but less than 5 ug/L the carbon media shall be immediately replaced, and the Department Representative shall be notified within one week.
- .2 If benzene concentrations exceed 5 ug/L the Department Representative shall be immediately notified, and the carbon vessel media immediately exchanged as defined in Section 4.3.2.
- .3 If benzene concentrations in the Lead GAC sample are below 1 ug/L, no action is necessary, continue quarterly sampling.
- .4 Where benzene exceedances are observed as part of quarterly sampling, the frequency of sampling shall be increased to eight week intervals.
- .5 All benzene results shall be recorded in the maintenance log and laboratory Certificates of Analysis and Chains-of-Custody shall be filed and made available to the Department Representative upon request.

## ANNEX "B", BASIS OF PAYMENT

### Pricing:

Prices herein are firm and all-inclusive in Canadian Dollars, Intercoms 2000, Delivered Duty Paid **at residences in** Prince Edward County, Ontario, including Canadian customs duties and excise taxes, excluding HST. HST is not included in the pricing below and will be shown as a separate item on all invoices.

### **Pricing Periods:**

Year 1: Date of Award to 31 March 2022  
Year 2: 1 April 2022 to 31 March 2023  
Year 3: 1 April 2023 to 31 March 2024  
Year 4: 1 April 2024 to 31 March 2025  
Year 5: 1 April 2025 to 31 March 2026

### **Pricing Basis "A",**

Item #	Description	Estimated Quantity	Year 1 Firm Price	Year 2 Firm Price	Year 3 Firm Price	Year 4 Firm Price	Year 5 Firm Price
1	<b>Supply and Install at residences in</b> Prince Edward County, Ontario <b>Water Filtration System as detailed in Annex "A".</b>	2	\$_____/each	\$_____/each	\$_____/each	\$_____/each	\$_____/each
2	Replacement of carbon media and disposal of depleted carbon media for residential <b>Water Filtration System at residences in</b> Prince Edward County, Ontario <b>as detailed in Annex "A"</b>	4	\$_____/each	\$_____/each	\$_____/each	\$_____/each	\$_____/each
3	Provide Yearly Operation, Maintenance and monitoring <b>at residences in</b> Prince Edward County, Ontario <b>as detailed in Annex "A"</b>	2	\$_____/each	\$_____/each	\$_____/each	\$_____/each	\$_____/each

## PRICING BASIS "B", OPTIONAL GOODS AND SERVICES

These goods and services must be authorized by a Contract Amendment from the Contract Authority.

Item #	Description	Estimated Quantity	Firm Price Year 1	Year 2 Firm Price	Year 3 Firm Price	Year 4 Firm Price	Year 5 Firm Price
1	Mark up for unforeseen costs or additional Goods that are required that are not included in pricing basis "A" will be invoiced at the laid down cost plus a mark-up.	\$1,000.00	___% Mark up	___% Mark up	___% Mark up	___% Mark up	___% Mark up
2	Call-up rate to travel to and from Mountainview, Ontario area plus one hour of productive labour will be. Only one call up will be invoiced per task authorization.	2	\$_____/call-up	\$_____/call-up	\$_____/call-up	\$_____/call-up	\$_____/call-up
3	Additional Labour that is required that is not included in pricing basis "A" will be invoiced at	16	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour	\$_____/hour

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## **ANNEX "C", INSURANCE REQUIREMENTS**

### **Commercial General Liability Insurance G2001C**

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.

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

### **Comprehensive Crime Insurance G3005C**

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
  - a. Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$ 10,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
  - b. Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$ 10,000.00 ;
2. The Comprehensive Crime insurance must include the following:
  - a. 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.
  - b. Loss Payee: Canada as its interest may appear or as it may direct



Solicitation No. - N° de l'invitation  
W2189-215847/A  
Client Ref. No. - N° de réf. du client  
W2189-21-5847

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56035

Buyer ID - Id de l'acheteur  
kin519  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX "D" to PART 3 OF THE BID SOLICITATION

### ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only).

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## ANNEX "E", ADDITIONAL CERTIFICATION INFORMATION

### 1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Suppliers are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.