



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scotia  
B3J 1T3  
Bid Fax: (902) 496-5016

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
Halifax  
Nova Scot  
B3J 1T3

<b>Title - Sujet</b> RISO – Drug and Alcohol Testing Services de dépistage des drogues et de l'alcool	
<b>Solicitation No. - N° de l'invitation</b> MA021-210095/A	<b>Date</b> 2022-07-11
<b>Client Reference No. - N° de référence du client</b> MA021-21-0095	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-501-11547
<b>File No. - N° de dossier</b> HAL-1-87138 (501)	<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> Atlantic Daylight Saving Time ADT <b>on - le 2022-07-28</b> Heure Avancée de l'Atlantique HAA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beck,Sue	<b>Buyer Id - Id de l'acheteur</b> hal507
<b>Telephone No. - N° de téléphone</b> (873)355-3807 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MARINE ATLANTIC INC. 65 MEMORIAL DRIVE NORTH SYDNEY NOVA SCOTIA B2A 0B9 CANADA	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address 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 (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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	RISO - Drug and Alcohol Testing	MA021	MA021	1	LOT	\$	XXXXXXXXXXXX	See Herein - Voir ci-inclus	

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MA021-210095/A  
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MA021-21-0095

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

Buyer ID - Id de l'acheteur  
HAL501  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### **1.2 Summary**

- 1.2.1** Public Works and Government Services Canada (PWGSC), on behalf of Marine Atlantic Inc. (MAI) has a requirement for a Standing Offer for the provision of non-Department of Transport (DOT) drug and alcohol testing, laboratory-based services and supply of required laboratory specimen collection materials for pre-employment and existing onsite employees.

Supplier must provide equipment and supplies to be utilized for specimen collection as detailed in Annex A – Statement of Work.

Laboratory to perform testing is to be certified under Substance Abuse and Mental Health Services Administration (SAMHSA)'s guidelines to provide testing for:

- Breath Alcohol Test
- In-House Breath Alcohol Test

- 7 Panel Lab Based Urine Drug Test
- In-House 7 Panel Lab Based Urine Drug Test
- Urine POCT Drug Test
- In-House Urine Drug POCT Drug Test
- Oral Fluid Lab Based Drug Test
- Non-Negative or Commented Test Results (MRO)
- Train the Trainer Training
- Substance Abuse Professional Assessment

The Standing Offer Agreement (SOA) is for a period of two (2) years from date of award, with two option periods available. The first option period is for two (2) years; while the second option period is one (1) year.

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

**1.2.3** This RFSO allows offerors to use the CPC Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
**Insert: 90 days**

## 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

**Note:** For offerors choosing to submit using Canada Post Corporation's (CPC) Connect service for offers closing at the Bid Receiving Unit, the email address is:

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Offers will not be accepted if emailed directly to this email address.** This email address is to be used to open an CPC Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

## 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

### Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant

to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

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

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

By providing this information, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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.

### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **five (5)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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

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except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Nova Scotia**.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the offer be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer 1 hard copy  
Section II: Financial Offer 1 hard copy  
Section III: Certifications 1 hard copy

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Offer**

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

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment, Annex "B".

#### **3.1.1 Electronic Payment of Invoices - Offer**

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.

### 3.1.2 Exchange Rate Fluctuation

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

#### Section III: Certifications

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

#### Section IV: Additional Information

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. 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 Technical Criteria

Refer to Annex A, Statement of Work

The technical evaluation will be based on the mandatory criteria detailed at Annex C.

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex C-Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Financial Evaluation Criteria

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price – Offer

Proposals containing a financial bid other than the one requested will be declared non-compliant.

**Note to Bidders:** Table Totals will be calculated using the formula(s) in the relevant table in **Annex B – Proposed Basis of Payment**

## 4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

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

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the 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 Additional Certifications Required with the Offer

##### 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 request for standing offer, offerors acknowledge that only offers 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 offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.**

**The Offeror certifies that:**

**( ) a minimum of 80 percent of the total price for the offer 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.

### 5.1.2.2 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.

### 5.1.2.3 Education and Experience

SACC Manual clause **M3021T** (2012-07-16), Education and Experience

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer 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 Offeror 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 - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Status of Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing

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Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

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

### **6.1 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in **Annex E**.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### **7.3.1 General Conditions**

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror **must compile** and **maintain records** on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex H entitled "Usage Reporting. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data **must be submitted** on a quarterly basis to the Standing Offer Authority (provided herein).

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than **ten (10)** calendar days after the end of the reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of award for two (2) years, with two option periods available. The first option period is for a period of two (2) years; while the second option period is one (1) year.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (2), two-year period, and an additional one (1), one-year period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at **Annex "A"** of the Standing Offer.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority for the Standing Offer is:

Name: Sue Beck  
Title: A/Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS B3J1T3  
Telephone: (902) 240-5159  
Facsimile: (902) 496-5016  
E-mail address: [sue.beck@pwgsc-tpsgc.gc.ca](mailto:sue.beck@pwgsc-tpsgc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **7.5.2 Project Authority**

Solicitation No. - N° de l'invitation  
MA021-210095/A  
Client Ref. No. - N° de réf. du client  
MA021-21-0095

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

Buyer ID - Id de l'acheteur  
HAL501  
CCC No./N° CCC - FMS No./N° VME

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The Project Authority for the Standing Offer is:

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

The Project Authority for the Standing Offer is: **(to be filled out at award)**

Name:  
Title:  
Organization:  
Address:

Telephone:  
E-mail address:

### 7.5.3 Offeror's Representative **(to be filled in with submission)**

Name:  
Title:  
Organization:  
Address:

Telephone:  
E-mail address:

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Marine Atlantic Inc.**

### 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

### 7.10 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ **(to be completed at award)** (Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the Supplemental General Conditions [4008](#) (2008-12-12), Personal Information;
- d) [A9122C](#) (2008-05-12), Protection and Security of Data Stored in Databases;
- e) the general conditions [2005](#) (2022-01-28), General Conditions - Standing Offers - Goods or Services;
- f) the general conditions [2010C](#) (2022-01-28), Services (medium complexity);
- g) Annex A, Statement of Work;
- h) Annex B, Basis of Payment;
- i) Annex C, Technical Evaluation;
- j) Annex D, Electronic Payment Instruments;
- k) Annex E, Insurance Requirements;
- l) Annex F, Non-Disclosure Agreement;
- m) Annex H, Standing Offer Reporting and;
- n) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.12.2 SACC Manual Clauses

SACC Manual clause [M3020C](#) (2016-01-28), Status of Availability of Resources – Standing Offer

### 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Nova Scotia**.

### 7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

#### 7.2.2 Supplemental General Conditions

SACC Manual clauses [4008](#) (2008-12-12), Personal Information

#### 7.2.3 Protection and Security of Data Stored in Databases

1. The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
  - a. equivalent protections are given to personal information as in Canada under legislation such as the [Privacy Act](#), R.S. 1985, c.P-21, and the [Personal Information Protection and Electronic Documents Act](#), S.C. 2000, c.5, and under any applicable policies of the Government of Canada; and
  - b. the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.

In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

2. The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
3. The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Contracting authority under subsection 1) and otherwise meet the requirements of this article.
4. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 1.
5. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
6. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from date of award to two years inclusive.

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

#### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

#### **7.5 Payment**

##### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in **Annex B**. Customs duties are included and Applicable Taxes are extra.

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

##### **7.5.2 Limitation of Price**

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

##### **7.5.3 Single Payment**

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

##### **7.5.4 SACC Manual Clause**

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

##### **7.5.5 Electronic Payment of Invoices – Call-up**

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);

#### **7.6 Invoicing Instructions**

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.

##### **Invoices must be distributed as follows:**

- a. The original to be emailed to: [Invoices@marine-atlantic.ca](mailto:Invoices@marine-atlantic.ca)

## 7.7 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, including policy numbers, period of insurance, limits and name of Insurer(s), 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.

## 7.8 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

Marine Atlantic Inc. (MAI) has a requirement to provide Non-Department of Transport (Non-DOT) drug and alcohol testing, laboratory-based confirmation services and supply of required specimen collection materials for pre-employment screening and for onsite employees.

#### 1. Laboratory Services

- Laboratory to be certified under certified under Substance Abuse and Mental Health Services Administration (SAMHSA) guideline to provide confirmation testing for:
  - 7 Panel Lab-Based Urine Drug Test
  - Oral Fluid Lab Based Drug Test

#### 2. Data Management

- The Offeror must have a confidential, online database system, accessible to Marine Atlantic Inc (MAI)'s Designated Employer Representative (DER);
- The Offeror must provide 24/7 access to its web-based information holding system. The system must be capable of providing real-time ad-hoc reports on all aspects of the specimen collection;
- Maintain current and accurate recordkeeping and ensure Information to Privacy Act is upheld;
- Documentation and storage of test results; System must maintain negative test results for a minimum of 2 years and positive test results for a minimum of five (5) years;

#### 4008 04 (2008-05-12) Collection of Personal Information

If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

- a. that the Personal Information is being collected on behalf of, and will be provided to, Canada;
- b. the ways the Personal Information will be used;
- c. that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
- d. the consequences, if any, of refusing to provide the information;
- e. that the individual has a right to access and correct his or her own Personal Information; and
- f. that the Personal Information will form part of a specific personal information bank (within the meaning of the [Privacy Act](#)), and also provide the individual with information about which government institution controls that personal information bank, if the Contracting Authority has provided this information to the Contractor.

2. The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.
3. If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.
4. At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.

### **3. Specimen Collection – Marine Atlantic Inc. (MAI)**

- Offeror to provide specimen collection supplies and required forms to MAI to perform In-House testing of urine, oral fluid, and breath alcohol testing as outlined:
  - Point of Collection Testing Custody and Control Forms
  - Lab Based Custody and Control Forms
  - Oral Fluid Lab Based Custody and Control Forms
  - Adulteration Testing Innovacon
  - Dry Gas (Phoenix 6.0)
  - Adapter Calibration Kit Bat Testing Phoenix 6.0
  - Breath Alcohol Testing Forms
  - Mouth Pieces (Phoenix 6.0) 250/pk
  - Taper Evident Tape Roll
  - Permafix Labels (Phoenix 6.0)

### **4. Specimen Collection – External Sites**

- Offeror to provide chain of custody procedures on maintenance of collection to prevent tampering with or exchange (deliberate or accidental) of samples;
- Offeror to provide security procedures governing the personal information;
- Offeror will provide a written specification for each clinical goods supply item listed in the pricing tables;
- Offeror must have the availability to provide various specimen collection sites for urine, oral fluid, and breath alcohol under non-DOT processes and able to provide service when requested during the regular working hours of Marine Atlantic Inc. (MAI)
- Offeror must ensure the integrity of the sample by confirming required security seals are in place on the container, to prepare the container for shipment to the laboratory for testing;
- Offeror must utilize a Laboratory that holds and maintains current certification under Substance Abuse and Mental Health Services Administration (SAMHSA).

#### **5. Medical Review Officer (MRO) Services**

- Provide qualified MRO services to receive all test results from laboratory for positive or negative determination;
- MRO will contact candidates and/or employees for medical information, to be used in determining test results;
- MRO will communicate test results to the Designated Employer Representative;
- Follow up on any positive lab results directly to employee within 72 hours.

#### **6. Train the Trainer**

- "Train-the-Trainer" training in accordance with company protocols and industry standards;
- Training to be conducted by a certified trainer and must be able to provide a certificate of completion to MAI appointed trainers;
- To qualify as a trained collector, a collector is required to have regularly conducted urine and drug sample collections for at least one (1) year and provide substantiated experience;
- To qualify as a trained "Train-the-Trainer", a trainer is required to have regularly conducted drug and alcohol testing and urine sample collections for at least five (5) years and provide substantiated experience;
- Initial training to be completed by certified trainer and refresher training completed every 5-years from initial training for employer appointed trainers on:
  - Urine Collector POCT Training;
  - Oral Fluid Collector Training;
  - Breath Alcohol Testing Training;
  - Lifeloc Phoenix 6.0 BT Equipment.

#### **Offeror - Facility Point of Contact**

MAI will appoint an individual to act as the MAI Point of Contact (POC). The offeror will ensure that the supply of all Services is coordinated with the MAI POC or their designate.

The offeror must appoint a primary point of contact to oversee all activities and act as the single point of contact for all administrative, contractual, and coordination matters related to the deliverables. They will be responsible for coordinating all work efforts and must ensure single point accountability for all work performed.

## **ANNEX B**

### **BASIS OF PAYMENT**

Offerors must submit a financial bid that must contain a Firm, All Inclusive Price in Canadian dollars, excluding applicable taxes.

All items in the pricing tables (A, B, C, D and E) must be priced for the Offerors's submission. Any submission missing pricing on any one item will be deemed non-compliant and will not be evaluated further.

If the Offerors adds any conditions or makes changes to the pricing schedule, the Offerors's financial Bid will be declared non-responsive.

The estimated annual usage figures are for evaluation purposes only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

**Regular Hours** are between 0800 to 1700 - Monday to Friday excluding Statutory Holidays.

The offeror will conduct all work during regular business hours. In the event there are operational requirements and there is potential for work to be outside of regular business hours, it must be preapproved by MAI Point of Contact (POC).

**Pricing Periods** for this requirement will be:

Initial Period:	2 years – Table A & B
1st Optional Period:	2 years – Table C & D
2nd Optional Period:	1 year – Table E

<b>Table A - Year 1</b>						
_____, 2022 TO _____, 2023						
<b>Item</b>	<b>Laboratory Service</b>	<b>Description</b>	<b>UOM</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Total</b>
				<b>A</b>	<b>B</b>	<b>C= (AxB)</b>
<b>1</b>	Breath Alcohol Test	Includes collection at a fixed site, nationwide network, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	20		
<b>2</b>	In-House Breath Alcohol Test	Includes alcohol test performed in house with an Evidential Breath Testing Device provided by Marine Atlantic, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>3</b>	7 Panel Lab-Based Urine Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>4</b>	In-House 7 Panel Lab Based Urine Drug Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>5</b>	Urine POCT Drug Test	Includes collection at a fixed site, the express test kit, nation-wide network, central booking, administration, results reporting, statistics, record- keeping and storage.	Per Test	20		
<b>6</b>	In-House Urine Drug POCT Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>7</b>	Oral Fluid Lab Based Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>8</b>	Non-Negative or Commented Test Results (MRO)	Each lab positive or commented result requiring further investigation and consultation with specimen donor and/or company management.	Per Quarter Hour	10		

9	Train the Trainer Training:	LifeLoc Phoenix 6.0, Point of Collection (POCT), and Oral Fluid Drug Collection	Per Student	1		
10	Substance Abuse Professional Assessment	The basic SAP assessment mirrors the DOT regulations and includes a one-page report which provides treatment recommendations, follow-up assessment post-treatment, and a two-page follow-up report with follow-up testing recommendations.	Per Assess	4		
<b>Clinical Goods Supply</b>						
11		Point of Collection Testing Specimen Split Collection Cups	Per Test	200		
12		Point of Collection Testing 7-Panel Device	Per Test	200		
13		Oral Fluid Lab-Based Testing Kits	Per Test	200		
14		Point of Collection Testing Custody and Control Form's	Per Test	200		
15		Lab Based Custody and Control Forms	Per Test	200		
16		Oral Fluid Lab Based Custody and Control Forms	Per Test	200		
17		Adulteration Testing Innovacon	Per Test	10		
18		Dry Gas (Phoenix 6.0)	Per Test	2		
19		Adapter Calibration Kit Bat Testing Pheonix 6.0	Per Kit	2		
20		Breath Alcohol Testing Forms	Per Form	200		
21		Mouth pieces (Phoenix 6.0) 250/pk	250/Pkg Pack	6		
22		Taper Evident Tape Roll	Per tape	2		
23		Permafrix Labels (Phoenix 6.0)	4/Pkg	100		
						<b>Sub-total</b>

<b>Table B - Year 2</b>						
_____, 2023 TO _____, 2024						
<b>Item</b>	<b>Laboratory Service</b>	<b>Description</b>	<b>UOM</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Total</b>
				<b>A</b>	<b>B</b>	<b>C= (AxB)</b>
<b>1</b>	Breath Alcohol Test	Includes collection at a fixed site, nationwide network, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	20		
<b>2</b>	In-House Breath Alcohol Test	Includes alcohol test performed in house with an Evidential Breath Testing Device provided by Marine Atlantic, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>3</b>	7 Panel Lab-Based Urine Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>4</b>	In-House 7 Panel Lab Based Urine Drug Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>5</b>	Urine POCT Drug Test	Includes collection at a fixed site, the express test kit, nation-wide network, central booking, administration, results reporting, statistics, record- keeping and storage.	Per Test	20		
<b>6</b>	In-House Urine Drug POCT Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>7</b>	Oral Fluid Lab Based Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>8</b>	Non-Negative or Commented Test Results (MRO)	Each lab positive or commented result requiring further investigation and consultation with specimen donor and/or company management.	Per Quarter Hour	10		

9	Train the Trainer Training:	LifeLoc Phoenix 6.0, Point of Collection (POCT), and Oral Fluid Drug Collection	Per Student	1		
10	Substance Abuse Professional Assessment	The basic SAP assessment mirrors the DOT regulations and includes a one-page report which provides treatment recommendations, follow-up assessment post-treatment, and a two-page follow-up report with follow-up testing recommendations.	Per Assess	4		
<b>Clinical Goods Supply</b>						
11		Point of Collection Testing Specimen Split Collection Cups	Per Test	200		
12		Point of Collection Testing 7-Panel Device	Per Test	200		
13		Oral Fluid Lab-Based Testing Kits	Per Test	200		
14		Point of Collection Testing Custody and Control Form's	Per Test	200		
15		Lab Based Custody and Control Forms	Per Test	200		
16		Oral Fluid Lab Based Custody and Control Forms	Per Test	200		
17		Adulteration Testing Innovacon	Per Test	10		
18		Dry Gas (Phoenix 6.0)	Per Test	2		
19		Adapter Calibration Kit Bat Testing Pheonix 6.0	Per Kit	2		
20		Breath Alcohol Testing Forms	Per Form	200		
21		Mouth pieces (Phoenix 6.0) 250/pk	250/Pkg Pack	6		
22		Taper Evident Tape Roll	Per tape	2		
23		Permafrix Labels (Phoenix 6.0)	4/Pkg	100		
						<b>Sub-total</b>

<b>Table C - Year 3</b>						
_____, 2024 TO _____, 2025						
<b>Item</b>	<b>Laboratory Service</b>	<b>Description</b>	<b>UOM</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Total</b>
				<b>A</b>	<b>B</b>	<b>C= (AxB)</b>
<b>1</b>	Breath Alcohol Test	Includes collection at a fixed site, nationwide network, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	20		
<b>2</b>	In-House Breath Alcohol Test	Includes alcohol test performed in house with an Evidential Breath Testing Device provided by Marine Atlantic, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>3</b>	7 Panel Lab-Based Urine Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>4</b>	In-House 7 Panel Lab Based Urine Drug Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>5</b>	Urine POCT Drug Test	Includes collection at a fixed site, the express test kit, nation-wide network, central booking, administration, results reporting, statistics, record- keeping and storage.	Per Test	20		
<b>6</b>	In-House Urine Drug POCT Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>7</b>	Oral Fluid Lab Based Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>8</b>	Non-Negative or Commented Test Results (MRO)	Each lab positive or commented result requiring further investigation and consultation with specimen donor and/or company management.	Per Quarter Hour	10		

9	Train the Trainer Training:	LifeLoc Phoenix 6.0, Point of Collection (POCT), and Oral Fluid Drug Collection	Per Student	1		
10	Substance Abuse Professional Assessment	The basic SAP assessment mirrors the DOT regulations and includes a one-page report which provides treatment recommendations, follow-up assessment post-treatment, and a two-page follow-up report with follow-up testing recommendations.	Per Assess	4		
<b>Clinical Goods Supply</b>						
11		Point of Collection Testing Specimen Split Collection Cups	Per Test	200		
12		Point of Collection Testing 7-Panel Device	Per Test	200		
13		Oral Fluid Lab-Based Testing Kits	Per Test	200		
14		Point of Collection Testing Custody and Control Form's	Per Test	200		
15		Lab Based Custody and Control Forms	Per Test	200		
16		Oral Fluid Lab Based Custody and Control Forms	Per Test	200		
17		Adulteration Testing Innovacon	Per Test	10		
18		Dry Gas (Phoenix 6.0)	Per Test	2		
19		Adapter Calibration Kit Bat Testing Pheonix 6.0	Per Kit	2		
20		Breath Alcohol Testing Forms	Per Form	200		
21		Mouth pieces (Phoenix 6.0) 250/pk	250/Pkg Pack	6		
22		Taper Evident Tape Roll	Per tape	2		
23		Permafrix Labels (Phoenix 6.0)	4/Pkg	100		
						<b>Sub-total</b>

<b>Table D - Year 4</b>						
_____, 2025 TO _____, 2026						
<b>Item</b>	<b>Laboratory Service</b>	<b>Description</b>	<b>UOM</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Total</b>
				<b>A</b>	<b>B</b>	<b>C= (AxB)</b>
<b>1</b>	Breath Alcohol Test	Includes collection at a fixed site, nationwide network, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	20		
<b>2</b>	In-House Breath Alcohol Test	Includes alcohol test performed in house with an Evidential Breath Testing Device provided by Marine Atlantic, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>3</b>	7 Panel Lab-Based Urine Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>4</b>	In-House 7 Panel Lab Based Urine Drug Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>5</b>	Urine POCT Drug Test	Includes collection at a fixed site, the express test kit, nation-wide network, central booking, administration, results reporting, statistics, record- keeping and storage.	Per Test	20		
<b>6</b>	In-House Urine Drug POCT Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>7</b>	Oral Fluid Lab Based Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>8</b>	Non-Negative or Commented Test Results (MRO)	Each lab positive or commented result requiring further investigation and consultation with specimen donor and/or company management.	Per Quarter Hour	10		

9	Train the Trainer Training:	LifeLoc Phoenix 6.0, Point of Collection (POCT), and Oral Fluid Drug Collection	Per Student	1		
10	Substance Abuse Professional Assessment	The basic SAP assessment mirrors the DOT regulations and includes a one-page report which provides treatment recommendations, follow-up assessment post-treatment, and a two-page follow-up report with follow-up testing recommendations.	Per Assess	4		
<b>Clinical Goods Supply</b>						
11		Point of Collection Testing Specimen Split Collection Cups	Per Test	200		
12		Point of Collection Testing 7-Panel Device	Per Test	200		
13		Oral Fluid Lab-Based Testing Kits	Per Test	200		
14		Point of Collection Testing Custody and Control Form's	Per Test	200		
15		Lab Based Custody and Control Forms	Per Test	200		
16		Oral Fluid Lab Based Custody and Control Forms	Per Test	200		
17		Adulteration Testing Innovacon	Per Test	10		
18		Dry Gas (Phoenix 6.0)	Per Test	2		
19		Adapter Calibration Kit Bat Testing Pheonix 6.0	Per Kit	2		
20		Breath Alcohol Testing Forms	Per Form	200		
21		Mouth pieces (Phoenix 6.0) 250/pk	250/Pkg Pack	6		
22		Taper Evident Tape Roll	Per tape	2		
23		Permafrix Labels (Phoenix 6.0)	4/Pkg	100		
						<b>Sub-total</b>

<b>Table E - Year 5</b>						
_____, 2026 TO _____, 2027						
<b>Item</b>	<b>Laboratory Service</b>	<b>Description</b>	<b>UOM</b>	<b>Est Qty</b>	<b>Unit Price</b>	<b>Total</b>
				<b>A</b>	<b>B</b>	<b>C= (AxB)</b>
<b>1</b>	Breath Alcohol Test	Includes collection at a fixed site, nationwide network, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	20		
<b>2</b>	In-House Breath Alcohol Test	Includes alcohol test performed in house with an Evidential Breath Testing Device provided by Marine Atlantic, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>3</b>	7 Panel Lab-Based Urine Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>4</b>	In-House 7 Panel Lab Based Urine Drug Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	5		
<b>5</b>	Urine POCT Drug Test	Includes collection at a fixed site, the express test kit, nation-wide network, central booking, administration, results reporting, statistics, record- keeping and storage.	Per Test	20		
<b>6</b>	In-House Urine Drug POCT Test	Includes administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>7</b>	Oral Fluid Lab Based Drug Test	Includes collection at a fixed site, nationwide network, laboratory analysis, central booking, administration, results reporting, statistics, record-keeping and storage.	Per Test	100		
<b>8</b>	Non-Negative or Commented Test Results (MRO)	Each lab positive or commented result requiring further investigation and consultation with specimen donor and/or company management.	Per Quarter Hour	10		

9	Train the Trainer Training:	LifeLoc Phoenix 6.0, Point of Collection (POCT), and Oral Fluid Drug Collection	Per Student	1		
10	Substance Abuse Professional Assessment	The basic SAP assessment mirrors the DOT regulations and includes a one-page report which provides treatment recommendations, follow-up assessment post-treatment, and a two-page follow-up report with follow-up testing recommendations.	Per Assess	4		
<b>Clinical Goods Supply</b>						
11		Point of Collection Testing Specimen Split Collection Cups	Per Test	200		
12		Point of Collection Testing 7-Panel Device	Per Test	200		
13		Oral Fluid Lab-Based Testing Kits	Per Test	200		
14		Point of Collection Testing Custody and Control Form's	Per Test	200		
15		Lab Based Custody and Control Forms	Per Test	200		
16		Oral Fluid Lab Based Custody and Control Forms	Per Test	200		
17		Adulteration Testing Innovacon	Per Test	10		
18		Dry Gas (Phoenix 6.0)	Per Test	2		
19		Adapter Calibration Kit Bat Testing Pheonix 6.0	Per Kit	2		
20		Breath Alcohol Testing Forms	Per Form	200		
21		Mouth pieces (Phoenix 6.0) 250/pk	250/Pkg Pack	6		
22		Taper Evident Tape Roll	Per tape	2		
23		Permafrix Labels (Phoenix 6.0)	4/Pkg	100		
						<b>Sub-total</b>

Sub-Total Table A: \$ \_\_\_\_\_  
 Sub-Total Table B: \$ \_\_\_\_\_  
 Sub-Total Table C: \$ \_\_\_\_\_  
 Sub-Total Table D: \$ \_\_\_\_\_  
 Sub-Total Table E: \$ \_\_\_\_\_  
 Total Evaluated Price \$ \_\_\_\_\_ (Tables A+B+C+D+E)

**ANNEX C**

**MANDATORY EVALUATION CRITERIA**

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID**

Each offeror to provide the following: M1 and M2 to be considered for evaluation.

**M1 COLLECTOR QUALIFICATIONS**

ITEM		
1	<p><b>Specimen Collection - Non-DOT Specimen Collection</b></p> <ol style="list-style-type: none"> <li>To qualify as a trained collector, a collector is required to have regularly conducted urine and drug sample collections for at least one (1) year and provide substantiated experience;</li> <li>Provide a recent CV for each trainer that lists this experience or provide a current certificate within the last 5 years of issue.</li> </ol>	
2	<p><b>Training - TRAIN the TRAINER</b></p> <ol style="list-style-type: none"> <li>To qualify as a trained trainer, a trainer is required to have regularly conducted drug and alcohol testing and urine sample collections for at least five (5) years and provide substantiated experience.</li> <li>Provide a recent CV that lists this experience of each trainer or provide a current certificate within the last 5 years of issue.</li> </ol>	

**M2 LABORATORY LOCATION**

ITEM	Certification Documentation
1	<p>Name and location of Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory conducting the collection/sample analysis.</p> <p>Name: _____</p> <p>Location: _____</p>

Solicitation No. - N° de l'invitation  
MA021-210095/A  
Client Ref. No. - N° de réf. du client  
MA021-21-0095

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

Buyer ID - Id de l'acheteur  
HAL501  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX D to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

The Offeror 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);

## ANNEX E

### INSURANCE REQUIREMENTS - Specific Requirements

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 \$5,000,000 per accident or occurrence and in the annual aggregate. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada and its Crown Corporation Marine Atlantic Inc. (MAI) are added as additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada and MIA should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
1. The Contractor must obtain Medical malpractice liability insurance, and maintain it in force

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throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate within any policy year and a deductible not exceeding \$50,000.

2. The Contractor must obtain Technology Professional Liability insurance, and maintain it in force throughout the duration of the Contract in addition to a 3-year time period after termination of this contract by way of annual policy renewal, or purchase of extended reporting period coverage, in an amount usual for a contract of this nature, but for not less than \$4,000,000 per accident or occurrence and in the annual aggregate. The policy shall be on a claim made basis and also include an insuring agreement (or stand-alone policy) for cyber or network security and privacy liability insurance, covering loss arising out of the transmission of malicious code, actual or potential unauthorized access, unauthorized use, and a failure to protect confidential information, including but not limited to personal and corporate information, which results in the loss or misappropriation of such information in both electronic and non-electronic format (both first party and third party coverage).
3. 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, to:

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

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

Solicitation No. - N° de l'invitation  
MA021-210095/A  
Client Ref. No. - N° de réf. du client  
MA021-21-0095

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

Buyer ID - Id de l'acheteur  
HAL501  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX F

### Non-Disclosure Agreement (to be completed upon award)

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 Standing Offer Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, 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 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 Standing Offer Serial No.:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANNEX G**

**INTEGRITY PROVISIONS – LIST OF DIRECTORS**

Please provide list of names of the following entities, according to the ownership nature of the company.

1. For a Corporation - each current member of the Offeror's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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