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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Canada Border Services Agency (CBSA) Environmental Operations has a requirement to obtain a secure and bilingual Internet-based drinking water data management service that will enable the CBSA employees to manage facility information and water quality data for potable water systems in facilities where CBSA staff is employed.

The Work to be performed is detailed under Annex A- Statement of Work of the resulting contract clauses.

1.2 Background

The CBSA is required to provide a continuous supply of potable water to its employees. Monitoring of the water quality has been performed at approximately eighty (80) CBSA owned-facilities nationwide over the years through CBSA's National Potable Water Monitoring Program (NPWMP). Water quality testing under the NPWMP is generally undertaken on a quarterly basis, which allows the CBSA to monitor the safe consumption and usage of the potable water for employees and visitors. The program also provides information to assist employees in determining whether 'do not drink' advisories are warranted at the border crossing sites and if any corrective/remedial measures are required.

To complement the above noted NPWMP, the CBSA currently contracts the services of a secure and bilingual Internet-based, central data management system to enter and maintain facility information and water quality data for each of its sites. This system enables employees to manage alert notifications to ensure that any non-compliance with Health Canada's GCDWQ and/or provincial/territorial guidelines can be addressed in a timely fashion to minimize risks to employees/visitors health.

1.3 Trade Agreement

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and all international free trade agreements including the World Trade Organization-Agreement on Government Procurement (WTO-GPA).

1.4 Debriefings

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

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process (PBCP) applies to this requirement.



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](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

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

2.2.1 Non-Disclosure Agreement

In order to prepare a bid in response to the bid solicitation, Bidders must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that Bidders sign a Non-Disclosure Agreement in the form set out in Attachment 1 to Part 2- Non-Disclosure Agreement, before being given access to such information.

Bidders must submit and sign the Non-Disclosure Agreement to the Contracting Authority specified in Attachment 1 to Part 2.

Once the Non-Disclosure Agreement is signed, Bidder will be given access to the confidential information by email, if applicable.

2.3 Former Public Servant

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

Definitions



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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;



- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 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 five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 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.

2.7 Bid Challenge and Recourse Mechanisms

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



The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian Bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).



ATTACHMENT 1 to PART 2 – NON-DISCLOSURE AGREEMENT

I, _____ (*Insert Contracted Resource's Name*) , recognize that in the course of my work as an employee or subcontractor of _____ (*Insert Company Name*), I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Solicitation No. 1000415426 between His Majesty the King in right of Canada, represented by the President of the CBSA and _____ (*Insert Vendors Name as it appears in the Contract*), 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 Contract.

Signature

Date



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

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

Due to the nature of the bid solicitation, bids transmitted by CPC Connect service and by facsimile will not be accepted.

3.1.1 Format for Bid: Canada requests that Bidders follow the format instructions described below in the preparation of their bid :

- i. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word 97/2000 (.doc)
 - Microsoft Excel 97/2000 (.xls)
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
- iv. Include a table of contents.

3.1.2 Submission of Only One Bid:

- i. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be "related" to a Bidder if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or



D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

iii. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

3.1.3 **Joint Venture Experience:**

i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

ii. A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A Bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Bidder have 3 years of experience providing maintenance service, and (b) that the Bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.



3.2 Section I: Technical Bid

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

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

3.2.1 The technical bid consists of the following:

a. Bid Submission Form

Bidders are requested to include the **Bid Submission Form- Attachment 1 to Part 3** with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

b. Substantiation of Technical Compliance

The technical bid must substantiate the compliance of the Bidder and its products and services with the specific requirements of **Attachment 1 to Part 4- Mandatory Technical Criteria**, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 1 to Part 4, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3.3 Section II: Financial Bid

- a. Bidders must submit their financial bid in accordance with the Pricing Tables in Annex B- Basis of Payment, without any conditions, assumptions, restrictions or otherwise. Bidders must complete and submit with their financial bid, **Pricing Schedule provided in Attachment 2 to Part 4**. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration.
- b. Bidders must submit their financial bid in Canadian Dollars and in accordance with the Pricing Schedule detailed in Attachment 2 to Part 4. The total amount of Applicable Taxes must be shown separately.



- c. Canada has the right to disqualify a bid if the price of any deliverables does not reflect a fair and actual market price.
- d. Prices submitted with the bid will form part of any resulting contract.

3.3.1 Payment of Invoices by Direct Deposit

The Bidder must accept payment by Direct Deposit.

Bidders that supply goods and services to the Government of Canada must enrol in direct deposit for account payable.

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Accessibility

In accordance with the Treasury Board Contracting Policy and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, Bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- i. demonstrate how the Bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- ii. describe how the Bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.



ATTACHMENT 1 TO PART 3- BID SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Supply Arrangement No.:	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]	



On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**Signature of Authorized Representative
of Bidder**

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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 will evaluate the bids.
- c. In addition to any other time periods established in the bid solicitation:
 - i. Requests for Clarification: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or longer if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. Extension of time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- d. Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- a. Canada is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NONRESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NONRESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c. The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- d. Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the



Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c. If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h. Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements



reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- i. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- a. Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b. Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation



of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- h. Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- a. In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

The evaluation of Attachment 1 to Part 4 will consist of mandatory technical criteria, which are evaluated on simple pass/fail basis.

4.1.2.1 Mandatory Technical Criteria

- a. The Bidder must comply with and meet all technical requirements and all terms and conditions specified in this bid solicitation. The Bidder must provide the necessary documentation to support compliance with this requirement.
- b. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that a bid does not meet a mandatory requirement at any time during the evaluation process.
- c. Each mandatory technical criteria should be addressed separately. The mandatory technical criteria must be provided at bid closing.
- d. The mandatory technical criteria are described in **Attachment 1 to Part 4- Mandatory Technical Criteria**, and must be provided at bid closing.



- e. Bidders are cautioned that Attachment 1 to Part 4- Mandatory Technical Criteria does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of proposals, including the mandatory submission or certifications and mandatory requirements of the submission of cost proposal. It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- f. Bidders are required to complete and submit with the technical proposal **Attachment 1 to Part 4- Mandatory Technical Criteria** in order to be evaluated. The format of the table should be similar to the format shown herein.
- g. The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in Attachment 1 to Part 4- Mandatory Technical Criteria.

4.1.3 Financial Evaluation

- a. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- b. For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the **Pricing Schedule details in Attachment 2 to Part 4**.
- c. The Bidder must complete the pricing table in **Attachment 2 to Part 4- Pricing Schedule** and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting its financial bid, for each of the contract periods specified below, its quoted all-inclusive firm rate (in CAD \$) for each of the following columns: C, D, E, F, and G.
- d. The price must be rounded to 2 decimals.
- e. The financial evaluation will be conducted by calculating the sum of each Contract Period. Below is an example of the evaluation procedure:

	A	B	C	D	E	F	G	H
	Contract Period	Duration	Annual Subscription Fee	Maintenance of Historical Data	Setup and Training Services*	Quality Control Services**	Project Management	Total Evaluated Price
1.	Initial contract period	12 months	\$20,000.00	\$1,000.00	\$2,000.00*	\$1,500.00**	\$500.00***	\$25,000.00 (1.C+1.D+1.E+1.F+1.G)
2.	Option Year 1	12 months	\$21,000.00	\$1,100.00	\$2,000.00*	\$1,500.00**	N/A	\$25,600.00 (2.C+2.D+2.E+2.F+2.G)
3.	Option Year 2	12 months	\$22,000.00	\$1,200.00	\$2,000.00*	\$1,500.00**	N/A	\$26,700.00 (3.C+3.D+3.E+3.F+3.G)
4.	Option Year 3	12 months	\$23,000.00	\$1,300.00	\$2,000.00*	\$1,500.00**	N/A	\$27,800.00 (4.C+4.D+4.E+4.F+4.G)
5.	Option Year 4	12 months	\$24,000.00	\$1,400.00	\$2,000.00*	\$1,500.00**	N/A	\$28,900.00 (5.C+5.D+5.E+5.F+5.G)
Total= Column H (1. + 2. + 3. + 4. + 5.)								\$134,000.00



4.2 Basis of Selection

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



ATTACHMENT 1 TO PART 4- MANDATORY TECHNICAL CRITERIA

Knowledge and understanding of data transfer arrangements and configurations, as well as developing partnerships with water utilities to ensure up to date compliance with federal and provincial drinking water quality guidelines and regulations.

Substantiation of experience for Mandatory Technical Criteria: Bidders must provide substantiation for each experience requirement below (item 1, through 8.) Bidders must provide a narrative (or a reference to a narrative) providing sufficient description, service description, documentation and/or other information as necessary to substantiate, to the sole satisfaction of the Government evaluators, of how each mandatory technical criteria is met. Bidders are cautioned that a simple restatement that the Bidder complies with the requirement will not be considered substantiation. It is recommended that Bidders provide the name of the client and the dates for which the experience was acquired.

The Bidder must demonstrate that it meets the following requirements:

Item	Mandatory Technical Criteria	Additional Information	Bidder's Response
1.	The Bidder must provide a narrative that clearly demonstrates that the Bidder has experience in providing drinking water quality data management services to at least 2 large system clients, where the drinking water system services more than 5,000 customers (federal, provincial or municipal) within the last three (3) year.	Bidders must provide a narrative of two projects which must include, at a minimum: a. Name of the client; b. Description of the project; c. Number of customers; and d. Confirmation that provides details on whether the client is Federal, provincial or municipal.	
2.	The Bidder must provide a narrative that clearly demonstrates that the Bidder has experience developing and delivering, for a minimum of six (6) years, a bilingual and Internet-based data management service for drinking water quality, which includes management of water quality and operational information. * Internet-based means that the program must be accessible online, without needing to download a program.		
3.	The Bidder must be able to establish data transfer arrangements and configurations with public and private Canadian Association for Laboratory Accreditation (CALA) certified environmental laboratories throughout Canada.		



	The Bidder must provide a narrative that clearly demonstrates that they have previous experience with five (5) data transfer arrangements and configurations established in the last eight (8) years.		
4.	The Bidder must provide a narrative that clearly demonstrates having the data management information system available in both French and English for user training and technical support.		
5.	The Bidder must provide a narrative that clearly demonstrates that the Bidder has experience providing lab, client and user activity reports to track use of system, what type of entry and by whom.		
6.	The Bidder must provide a narrative that clearly demonstrates that the Bidder has experience in developing Internet-based management system that provides a fully cascading hierarchy allowing drinking water data to be grouped by levels, including but not limited to facility, system, sample site and system classification.		
7.	<p>The Bidder must provide a narrative that clearly demonstrates that the Bidder has experience in providing user-name access by employees to the Internet-based data management system with at least three (3) levels of access to the data, i.e. administrator level account with full data access, modification privileges and capable of creating user accounts; a user level with full data access and modification privileges, and a viewer level with viewing privileges only.</p> <p>* The system must have the capacity to handle having at least three (3) administrators, five (5) users, and fifteen (15) viewers.</p>		
8.	The Bidder must provide a narrative that clearly demonstrates that the Bidder has experience in generating through the Internet-based data management system automatic notifications/advisories to multiple users which include a description of the water system, site, parameter exceeded, date of exceedance, and related federal and		



	<p>provincial guideline and/or regulation.</p> <p>* These automatic notifications/advisories must be delivered to users within ten (10) minutes of receiving them.</p>		
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ATTACHMENT 2 TO PART 4- PRICING SCHEDULE

	A	B	C	D	E	F	G	H
	Contract Period	Duration	Annual Subscription Fee	Maintenance of Historical Data	Setup and Training Services*	Quality Control Services**	Project Management	Total Evaluated Price
1.	Initial contract period	Contract award to March 31, 2024	\$	\$	\$	\$	\$***	\$
2.	Option Year 1		\$	\$	\$	\$	\$	\$
3.	Option Year 2		\$	\$	\$	\$	\$	\$
4.	Option Year 3		\$	\$	\$	\$	\$	\$
5.	Option Year 4		\$	\$	\$	\$	\$	\$
Total= Column H (1. + 2. + 3. + 4. + 5.)								\$



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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided 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](#) website.

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



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award date to March 31, 2024 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Véronique Fulham
Title: Senior Procurement Officer
Canada Border Services Agency (CBSA)
Finance and Corporate Management Branch/ Procurement Branch
Address: 355 North River Road, Tower B, 17th Floor, Ottawa ON, K1A 0L8



E-mail address: veronique.fulham@cbsa-asfc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(will be provided at contract award)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

6.5.3 Contractor's Representative

Contact Name: *(will be completed at contract award)*

Telephone:

E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

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- Basis of Payment for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

6.7.2 Limitation of Expenditure



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

6.7.3 Method of Payment- Quarterly Payment

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

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

6.8 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show the applicable contract number.
- c. By submitting invoices the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

vendors-fournisseurs@cbsa-asfc.gc.ca

This email address is to be used for submitting invoices and for payment status inquiries.

Direct Deposit:

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.



Please contact ca-ci@cbsa-asfc.gc.ca to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- a. the Articles of Agreement;
- b. the general conditions [2010C](#) (2022-12-01), General Conditions - Services (Medium Complexity);
- c. Annex A, Statement of Work;
- d. Annex B- Basis of Payment
- e. the Contractor's bid dated _____ (*will be added at contract award*)

6.12 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](#)".

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to



request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.13 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance- No Specific Requirement



ANNEX A- STATEMENT OF WORK

1. Title

Drinking Water Quality Data Management System for the CBSA

2. Objective

The objective of this requirement is to obtain a secure and bilingual cloud-based Drinking Water Quality Data Management System service that will enable the Canada Border Services Agency (CBSA) employees to manage facility information and water quality data for potable water systems in CBSA facilities.

The service must include the functionality for transferring laboratory test data directly into the data management system and providing alerts to water quality managers and authorized users of any exceedances in drinking water quality parameters. The parameters are compared against the most current Guidelines for Canadian Drinking Water Quality (GCDWQ) published by Health Canada and the respective provincial/territorial guidelines.

This data management system is an integral component of CBSA's overall Drinking Water Management Program by storing and maintaining all past and current water data sampling results. It enables the Agency to continue to develop its multi-barrier approach to drinking water quality management by improving response times for taking corrective actions when non-compliance events occur and creating reports that highlight reoccurring drinking water system issues.

3. Background

The CBSA is required to provide a continuous supply of potable water to its employees. Monitoring of the water quality has been performed at approximately 80 CBSA owned-facilities nationwide over the years through CBSA's National Potable Water Monitoring Program (NPWMP). Water quality testing under the NPWMP is generally undertaken on a quarterly basis, which allows the CBSA to monitor the safe consumption and usage of the potable water for employees and visitors. The program also provides information to assist employees in determining whether 'do not drink' advisories are warranted at the border crossing sites and if any corrective/remedial measures are required.

To complement the above noted NPWMP, the CBSA currently contracts the services of a secure and bilingual Internet-based, central data management system to enter and maintain facility information and water quality data for each of its sites. This system enables employees to manage alert notifications to ensure that any non-compliance with Health Canada's GCDWQ or provincial/territorial guidelines can be addressed in a timely fashion to minimize risks to employees/visitors health.

4. Applicable Documents

- 4.1 The CBSA has an obligation to provide safe drinking water according to the following legislation and policies:
 - a. [Canada Labour Code – Section 125 \(1\) \(j\) part II](#)– requires federal employers to “provide potable water, in accordance with prescribed standards”, based on GCDWQ;
 - b. [Canada Occupational Health and Safety Regulations](#);
 - c. [Health Canada's GCDWQ](#)– defines parameters for drinking water quality that establish the maximum allowable concentration levels (MACs) for microbiological, chemical and radiological contaminants,



along with operational guidance values (OG) and aesthetic objectives (AO) for the physical characteristics of drinking water; and

- d. Provincial policies and legislation which are unique to each province/territory. As such, the quality of the drinking water at the facilities must be in accordance to their respective legislation, in association with where the facilities are located.

4.2 Drinking water at federal facilities is governed by:

- a. Guidance For Providing Safe Drinking Water in Areas of Federal Jurisdiction– version 2.1 (2012)

Health Canada's guidance document states the requirements for a multi-barrier approach to ensure that potable water is kept safe and reliable through the application of a preventative risk management approach. By compiling the information pertaining to the water distribution systems and housing the water quality data in one database system, the CBSA will continue to have the capability to improve upon the management of its very-small and micro size drinking water systems at each facility, thus ensuring staff are continually provided with a safe source of water for drinking, food preparation and washing.

5. Scope

5.1 The bilingual electronic service requested of CBSA must achieve the following:

- a. Provide data management of historical, current, field and lab water quality data for initially up to 100 CBSA employed border crossing facilities across Canada;
- b. Contain drinking water infrastructure-related information pertaining to the sites (for example, source of water, on-site treatment systems);
- c. Accept input from multiple sampling points throughout the distribution systems from up to 100 facilities;
- d. Include an up-to-date database of all the parameters (i.e. health-based, operational and aesthetic), associated with the Guidelines for Canadian Drinking Water Quality (most recent addition), along with provincial water quality regulations, standards and guidelines from across Canada;
- e. Compare and report on the water quality data against the federal and provincial water quality guidelines, regulations and standards; and
- f. Provide a default alert feature which informs CBSA employees when exceedances to the guidelines, regulations and standards have occurred.

5.2 The Contractor must provide on-line (i.e. via webinar or similar) training in both English and French for up to 3-4 CBSA headquarters employees (in fiscal year 2023-2024) to access and utilize the database system, with an option to train up to 15-20 other CBSA regional employees in English and French (Atlantic to Pacific) within this same fiscal year.

5.3 The CBSA must have access to the data management system service for one (1) year. Historical records must be maintained 3 years beyond the expiration of this contract.

6. Tasks

The Contractor must complete at a minimum the following tasks:



6.1 Task 1 - Participate in an initial project kick-off meeting

- a. The Contractor must have a discussion with the CBSA Project Authority to review the Contractor's overall plan and project timeline.
- b. The Contractor must provide a detailed work plan that will reflect the timeline (as per the Schedule below).

6.2 Task 2 - Develop a bilingual, Internet-based drinking water database system and associated user functions which must include at a minimum:

1. The incorporation of the most up to date versions of Health Canada's *Guidelines for Canadian Drinking Water Quality*, and provincial drinking water quality regulations/guidelines/standards;
2. A fully cascading hierarchy of fields allowing drinking water data to be grouped by levels, including but not limited to: facility, drinking water system, buildings, sample points, and measurements. CBSA employees will help determine proper configuration and sample point nomenclature;
3. A field to store information associated with individual drinking water systems (e.g. source of water, treatment equipment, sample point description, etc.);
4. An advisory or alert function that automatically generates notices to multiple CBSA employees via e-mail, or phone. Alerts must include a description of the site, drinking water system, sample point, parameter exceeded and associated measurement, date of exceedance, and related federal and provincial guideline, regulation or standard;
5. A unique user-name access (i.e. password protected) to the database for employees, providing at least 3 levels of data access and modification privileges, i.e. an administrator level account with full data access, modification privileges and capable of creating accounts for CBSA employees; a user level with full data access and modification privileges; and a viewer level with viewing privileges only;
6. Provide a reporting feature that allows data summaries at varying levels (i.e. facility, distribution system, sampling point); and
7. An ability of the Contractor to produce lab, client and user activity reports to track use of database system, what type of entry and by whom.

6.3 Task 3 - Upload historical water quality data into configured database

- a. The Contractor must work with CBSA employees to upload historical water quality data from CBSA's existing data management system.
- b. The quantity of historical data available for uploading can be estimated by considering 1 to 8 sampling rounds have occurred on a yearly basis since 2010 at approximately 80 locations with, on average, 4 sample points per location. Sampling includes e.coli, total coliforms, and turbidity analysis, as well as metals and baseline chemicals analysis. Baseline chemicals analysis refers to all parameters identified in the *Guidelines for Canadian Drinking Water Quality* with Maximum Acceptable Concentration limits.

6.4 Task 4 – Set up mechanism for upload of laboratory test data

- a. The Contractor must initiate demonstrations, provide technical information, and deliver workshops directly with the laboratories, where necessary, to establish automatic uploading/file transfer



mechanisms of the drinking water data directly to the secure Internet-based data management system.

6.5 Task 5 – Plan and deliver training for CBSA employees

- a. The Contractor must plan and deliver training for CBSA employees who will utilize the database system. This includes:
 - i. Up to 6 sessions in either English or French in the following regions;
 1. The Pacific region;
 2. The Prairie region;
 3. The Ontario region;
 4. The Quebec region;
 5. The Atlantic region; and
 6. The Headquarters regions
 - b. Each region must include 3-4 participants.
 - c. The training must place via the Internet (e.g. webinar). Material covered in this training must include:
 - i. Registration and access to the Internet-based water quality data management service;
 - ii. General layout of database system and navigation techniques;
 - iii. Bottle labeling and completion of Chain of Custody form for lab samples;
 - iv. Entry of field data using the Contractor's preferred template log sheets;
 - v. Receipt of alert notifications;
 - vi. Issuing and revoking water quality advisories; and
 - vii. Generation of reports and graphs.

6.6 Task 6 - Implement quality control services

- a. The Contractor must include monthly quality control review of electronic reporting by laboratories to ensure that accuracy and integrity of data is maintained.

6.7 Task 7 – The Contractor must incorporate into the database system up to date information and changes to the federal and provincial drinking water quality guidelines/regulations/standards.

6.8 Task 8 - Provide technical support

- a. Assistance must be available to CBSA employees and laboratories on a full-time basis (via E-mail and telephone) to respond to technical issues, including user access to the service, data security, maintenance of the parameter database, electronic lab report receipt, laboratory technical liaison, and all information technology operation, maintenance, and support.

7. Constraints

The following are constraints that the Contractor might encounter:

- a. The Industry standards for applying back-ups of data must be followed.
- b. The Contract must provide a fully functional bilingual internet-based/browser-based cloud data management system specifically for drinking water and wastewater management, which can be



accessed by computer with internet access and where all of its required data storage and management hardware and software is physically located in Canada.

- c. All work, deliverables and training must be provided in both official languages of Canada (English and French).
- d. The service must be delivered using a secure CBSA-approved Internet-based interface system.

8. Client Support

The CBSA will work with the Contractor to develop the hierarchical naming of the sample locations, i.e. starting from geographic region, province, and leading to facility name, system, building, and precise sample point coding.

Throughout every phase, the Project Authority will support, validate and provide feedback on all the work produced by the Contractor. When deemed necessary, the CBSA will request the Contractor to participate in meetings held by virtual call. It is expected that at least three (3) meetings will take place (project kick-off, mid and at project termination), although other meetings are expected to occur on an as-needed basis to ensure common understanding and appropriate project advancement.

9. Timelines/Delivery Dates

The main key dates for the deliverables are the following:

- a. Task 1 – Project kick-off meeting: must take place within one (1) week of contract award.
- b. Task 2, item 1, 3 to 7 – Complete the development of the bilingual, Internet-based drinking water database system and user functions: within 2 weeks of contract award.
- c. Task 2, item 2 – Hierarchy of drinking water system and sample point nomenclature is finalized: within two (2) weeks of contract award.
- d. Task 3 – Upload of historical water quality data into configured database: within one (1) month of contract award.
- e. Task 4 – Mechanism for the transfer of laboratory test directly to the data management system is setup: within two (2) weeks of contract award.
- f. Task 5 – Completion of the delivery of training for CBSA employees who will utilize the database system: within two (2) weeks of contract award.
- g. Task 6 – Implement quality control services: ongoing until contract end.
- h. Task 7 – Incorporate updates to the database system to reflect changes to the drinking water quality guidelines/regulations/standards: ongoing until contract end.
- i. Task 8 – Provide technical support: ongoing until contract end.



ANNEX B- BASIS OF PAYMENT

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

For the provision of services as described in Annex A- Statement of Work, the Contractor will be paid the firm price below in the performance of this contract. Applicable taxes are extra.

Contract Period	Duration	Annual Subscription Fee	Maintenance of Historical Data	Setup and Training Service Fee	Quality Control Services Fee ***	Historical Data Upload Fee	Total Estimated Contract Amount
Initial contract period	Contract award to March 31, 2024	\$	\$	*\$	\$	\$	\$
Option Year 1		\$	\$	**\$	\$	\$	\$
Option Year 2		\$	\$	**\$	\$	\$	\$
Option Year 3		\$	\$	**\$	\$	\$	\$
Option Year 4		\$	\$	**\$	\$	\$	\$
Total		\$	\$	\$	\$	\$	\$

* Online workshop

** Fourteen hours of online training

*** Twelve hours per year (one hour per month)