

RETURN BIDS TO :**RETOURNER LES
SOUMISSIONS À:**soumissionbid@sac-isc.gc.ca**REQUEST FOR PROPOSAL****Proposal To:** Indigenous Services Canada (ISC)

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

DEMANDE DE PROPOSITION**Proposition aux:** Services aux Autochtones Canada (SAC)

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

Comments - Commentaires**Ce document contient une sécurité
Exigence - This document contains a
Security Requirement**

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

Issuing Office – Bureau de distribution
CIRNAC-RCAANC

Title – Sujet First Nation Chemical Sampling Program, Indigenous Services Canada, First Nations and Inuit Health Branch, Ontario Region	
Solicitation No. – N° de l'invitation 1000248912	Date June 1 st , 2023
Sollicitation Closes – L'invitation prend fin at – à 02:00 PM on – le June 16, 2023	Time Zone Fuseau horaire Eastern Standard Time (EST)
Address Inquiries to : - Adresser toutes questions à: vanessa.demers-lamothe@sac-isc.gc.ca	Buyer Id – Id de l'acheteur DV1
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : National Capital Region/ Région de la Capitale Nationale	

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

Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
Signature	Date

PART 1 - GENERAL INFORMATION

1.1 Introduction

Indigenous Services Canada, First Nations and Inuit Health Branch (FNIHB), Ontario Region requires the services of a licensed and accredited laboratory to perform chemical analysis of drinking water supplies for First Nations in 4 (four) geographic locations: Southern, Thunder Bay West, Thunder Bay East, and Sioux Lookout.

The intent of this Request for Proposal (RFP) is to award one (1) Contract for the services of the four (4) distinct areas: Southern, Thunder Bay West, Thunder Bay East, and Sioux Lookout.

The initial contract period is one (1) year from contract award, with the provision of up to four (4) additional one (1) year option periods, under the same terms.

1.2 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.3 Statement of Work

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

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 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted electronically only to the Department by the date, time and e-mail address indicated on page 1 of the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"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:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

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

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

Section I: Technical Bid

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

Section II: Financial Bid

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

Electronic Payment of Invoices – Bid

The method of invoice payment by the Department is by direct deposit to the Contractor's financial institution of choice.

Section III: Certifications

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

Section IV: Additional Information

Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

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

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) The evaluation team that will evaluate the technical bids is composed of representatives of Canada and may also include external individuals who are non-public servants.

4.1.1 Technical Evaluation

Instructions to Bidders:

Each technical criterion should be addressed separately. Bidders should write beside each criteria the relevant page number(s) from your proposal which addresses the requirement specified in the criteria.

To be compliant with a criterion, Bidder is to demonstrate clearly and with sufficient details how he meets the criterion.

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria (M1 to M6) specified below. The bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

Mandatory Technical Criteria	Met Y/N	Cross Reference to Proposal
<p>M1 Laboratory Accreditation</p> <p>The Bidder must demonstrate that the Laboratory is accredited for parameters listed in Appendix "C" - Parameters. Bidder must provide a copy of Accreditation.</p>		
<p>M2 MECP License</p> <p>The Bidder must demonstrate that the Laboratory is licensed by the Ontario Ministry of the Environment, Conservation and Parks (MECP) for parameters listed in Appendix "C"- Parameters. Bidder must provide copy of license.</p>		
<p>M3 Bidder Capacity - Location</p> <p>The Bidder must demonstrate the Laboratory is located within FNIHB Specific Zone of Ontario (refer to Appendix "B" – Map) and must provide Statement of laboratory location.</p>		

Mandatory Technical Criteria	Met Y/N	Cross Reference to Proposal
<p>M4 Bidder's Experience</p> <p>The Bidder must demonstrate its recent project experience related to chemical water testing by providing a summary of their previous project(s) over the last 5 years.</p> <p>The report must include names of organizations, brief descriptions of projects (no more than 1 paragraph each) and durations (start and end dates).</p>		
<p>M5 Proposed Resource</p> <p>The Bidder must propose one (1) qualified resource as a Project Manager for the Requirement outlined in Annex "A" Statement of Work.</p> <p>For the Resource being proposed, the Bidder must provide the name and a resume.</p>		
<p>M6 Quality Assurance and Quality Control</p> <p>The Bidder must provide a description of their Quality Assurance and Quality Control system.</p>		

4.1.1.2 Point Rated Technical Criteria

Bids which meet all the Mandatory Technical Criteria will be evaluated and scored as specified in the grid inserted below.

Each point rated technical criterion should be addressed separately.

Point Rated Criteria	Max. Points	Points Awarded	Cross Reference to proposal
<p>R1 : Methodology / Workplan (20 points)</p> <p>The Bidder should describe how he propose to carry out the Requirement described in Annex "A" Statement of Work.</p> <p>The proposal must provide sufficient detail to allow for a complete understanding of the Bidder's approach including methods and <u>human resources</u> to address each of the tasks.</p> <p>Give a brief description of process from the time a sample is picked up at a First Nation to completion of the requirements in the Statement of Work.</p> <p>Describe your options for a chain of custody that will meet the Statement of Work requirements</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale:</p>	/20		

- able to follow from start to finish: 20 points - unable to follow approach / workplan: 0 point.			
<p>R2 : Degree of awareness of possible constraints (up to 10 points)</p> <p>Degree of awareness of possible constraints that can be anticipated and solutions proposed for these constraints.</p> <p>Bidder should elaborate in no longer than 1 page, identifying the possible constraints that can be anticipated and should propose solutions for these constraints.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale: - 2 constraints and solutions: 10 points - 1 constraint and solution: 5 points - 0 constraint : 0 point</p>	/10		
<p>R3: Bid presentation (5 points)</p> <p>The Bidder's proposal should be clear and easily understood.</p> <p><u>Scoring Grid</u> – Point(s) will be allocated according to the following scale: - clear and easily understood: 5 points - not clear and not easily understood: 0 point.</p>	/5		
MAXIMUM AVAILABLE POINTS	/35		

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) 2014-06-26 Evaluation of Price

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

- a) To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
2. Bids not meeting "(a) or (b)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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

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 procurement 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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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

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

SECURITY CLAUSES: 1000248912

1. Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
6. The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of **Protected B including an I.T. link up to the level of protected B**.
7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
8. Any substitute or alternate resource proposed for this contract:
 - a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,
 - b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.
9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.

10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability Status** is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.

11. The Contractor must comply with the provisions of the:

- a) Security Requirements Agreement, attached as Annex D; and
- b) Policy on Government Security <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>

6.1.2 Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

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

2010B 2020-05-28 General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Services Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:
 - Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
 - Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
- c) Section 10, Subsection 2, paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"

6.4 Term of Contract *(to be determined at time of contract award)*

6.4.1 Period of the Contract

The period of the Contract is from *Contract Award Date* to March 31, 2024.

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 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities *(to be determined at contract award)*

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Vanessa Demers-Lamothe
Title: Senior Procurement Officer
Indigenous Services Canada
Materiel and Assets Management Directorate
Address: 10 rue Wellington, Gatineau, QC, K1A 0H4

E-mail address: vanessa.demers-lamothe@sac-isc.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:

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

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: _____
 Facsimile: _____
 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

6.7.2 Limitation of Expenditure *(to be determined at contract award)*

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 – Monthly Payment

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

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

6.7.4 Electronic Payment of Invoices – Contract

The method of invoice payment by the Department is by direct deposit to the Contractor's financial institution of choice.

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

6.8 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.

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 2010 B (2020-05-28)
- (c) the supplemental general conditions 4000 (2008-12-12)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Security Requirements Agreement; and
- (h) the Contractor's bid dated _____ (*to be completed at time of 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](#)".

ANNEX "A"
STATEMENT OF WORK

**First Nation Chemical Sampling Program, Indigenous Services Canada,
First Nations and Inuit Health Branch, Ontario Region**

1. Introduction

1.1 Indigenous Services Canada (ISC), First Nations and Inuit Health Branch (FNIHB), Ontario Region requires the services of a licensed and accredited laboratory referred as "the Contractor" to perform chemical analysis of drinking water supplies for First Nations in Ontario Region. Refer to section 4. below for a listing of communities included under this Requirement and Appendix "B" for a map of their general locations.

1.2 The services will be required for FNIHB Region. One contract will be awarded and will cover four (4) distinct areas, as follows:

- a) Southern;
- b) Thunder Bay West
- c) Thunder Bay East; and
- c) Sioux Lookout.

1.3 The Contractor must be licensed by the Ontario Ministry of Environment, Conservation and Parks (MECP), and accredited by the Standards Council of Canada or by an Accreditation Body recognized by the MECP, to perform the work outlined in this RFP. The testing will be conducted according to the current requirements of Ontario Regulation 170/03 under the Safe Drinking Water Act (SDWA). A copy of the act and accompanying regulations can be found on the Government of Ontario E-Laws site (<http://www.e-laws.gov.on.ca>).

1.4 There will also be a requirement to perform general chemistry testing throughout the life of this contract; the list of parameters can be found under Appendix "C". All samples are to be treated in the same manner as described in this document.

1.5 The Contractor will be required to provide a chain of custody form, sterile sample collection bottles, transportation coolers, re-freezable ice packs, courier service for shipment of supplies to First Nations/Indigenous Services Canada offices and the return of samples.

1.6 The Contractor will be responsible for inputting all results into WaterTrax™ (an internet based data collection system, please see Appendix "A" Reporting to WaterTrax™ and visit their website for more information - www.watertrax.com) after samples are analyzed. The chain of custody form will require space for input of a WaterTrax™ ID number. It is recommended you work with WaterTrax™ on this issue.

1.7 A report of results will be electronically mailed to the Environmental Public Health Officer responsible for that community. A hard copy will also be sent to the First Nation the sample came from (attention to the person who submitted the sample) and possibly the Indigenous Services Canada Environmental Public Health Officer (all addresses and contract names, numbers, and electronic mail addresses will be supplied at the commencement of the contract).

1.8 Sample results are to be reported in a form that shows the parameter listed as a chemical compound and is also written out in full. It must also include the method detection limit, result, the maximum acceptable concentration (MAC) or the interim maximum acceptable concentration (IMAC) or the aesthetic objective(AO)/operational guideline (OG), whichever is applicable as per the SDWA, Ontario Regulation 169/03 Schedule 2 and 3 (<http://www.e-laws.gov.on.ca>) and the Guidelines for Canadian Drinking Water Quality.

1.9 Result(s) that are above the MAC or IMAC, will be highlighted in the report and will require the immediate notification of the Environmental Public Health Officer for that community (voice to voice). A contact list with

names and numbers will be provided at the onset of the contract or shortly thereafter as well as an after-hours on-call number; these lists will be updated as necessary.

2. Objective

The objective is to meet the requirements of Ontario Regulation 170/03 chemical testing requirements for water systems in the First Nation communities. The data from the sample analysis is to be inputted into WaterTrax™. To be able to periodically conduct General Water Chemistry testing throughout the life of the Contract (as per parameter list at Appendix “C”, additional requirements - General Chemistry). To have one central laboratory to submit samples. FNIHB will utilize this information to advise the individual First Nations on the status of their drinking water supplies.

3. Background, Assumptions and Specific Scope of the Requirement

3.1 FNIHB, Ontario Region is responsible for assisting First Nations communities in establishing monitoring programs of drinking water systems. The provincial government in Ontario utilizes Ontario Regulation 170/03 under the SDWA for all of its municipally regulated water systems. ISC will use this regulation as a reference guide in determination of sampling requirements.

3.2 Although ISC has a number of laboratories conducting analytical testing, due to logistical considerations and the specialized types of analyses required, an accredited laboratory still must be used by FNIHB Ontario.

3.3 The Contractor must have a current license from the MECP and a current accreditation by the Standards Council of Canada or by the Canadian Association for Laboratory Accreditation (both the license and accreditation must remain valid for the life of the contract). The license and accreditation must enable the Contractor to perform water analysis on the parameters listed in Appendix “C”.

3.4 Test results and associated information are considered confidential to the end users and FNIHB Ontario, and are not to be shared without expressed permission.

4. Physical Boundaries

a) SOUTHERN:

There are five specific areas of the FNIHB Southern Ontario Zone where field offices are located (Ottawa, Peterborough, Brantford, Orillia and London) with a total of 23 First Nations being provided Environmental Public Health Services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.

<p>Peterborough Office:</p> <p>Alderville First Nation Curve Lake First Nation Hiawatha First Nation Mississauga’s of Scugog Island Mohawks of the Bay of Quinte (Tyendinaga)</p>	<p>Ottawa Office:</p> <p>Algonquin of Pikwakanagan (Golden Lake)</p>
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<p>Orillia Office:</p> <p>Chippewas of Nawash (Cape Croker) Chippewas of Rama Saugeen Moose Deer Point Wahta Mohawks (Gibson) Beausoleil (Christian Island) Wasauksing First Nation (Parry Island) Chippewas of Georgina Island</p>	<p>London Office:</p> <p>Chippewas of the Thames Aamjiivnaang (Chippewas of Sarnia) Chippewas of Kettle & Stony Point Oneida Nation of the Thames Munsee-Delaware Nation Walpole Island Moravian of the Thames</p>
<p>Brantford Office:</p> <p>Six Nations of the Grand River Mississaugas of the New Credit</p>	

b) THUNDER BAY WEST:

There are two specific areas of the FNIHB Thunder Bay West where field offices are located (Thunder Bay and Kenora) with a total of 10 First Nations being provided Environmental Public Health Services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.

<p>Thunder Bay Office:</p> <p>Biinjitiwaabik Zaaging Anishnaabek (Rocky Bay) Fort William Gull Bay (Kiashke Zaaging Anishinaabek) Namaygoosisagagun (Collins) Red Rock (Lake Helen) Whitesand Pays Plat Biigtigong Nishnaabeg (Pic River) Pic Moberg</p>	<p>Kenora Office:</p> <p>Iskatewizaagegan #39 (Shoal Lake #39)</p>
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c) THUNDER BAY EAST:

There are three specific areas of the FNIHB Thunder Bay East where field offices are located (Sault Ste Marie, Sudbury, and Timmins) with a total of 34 First Nations being provided Environmental Public Health Services. Courier pickup areas must be identified by the Contractor to allow First Nations easy access to submit samples for analysis.

<p>Sudbury Office:</p> <p>Aundeck-Omni-Kaning (Sucker Creek) Dokis Henvey Inlet M'Chigeeng (West Bay) Magnetawan Nipissing Shawanaga</p>	<p>Timmins Office:</p> <p>Attawapiskat Brunswick House Chapeau Cree Chapeau Ojibway Fort Albany Kashechewan Matachewan</p>	<p>Sault Ste. Marie Office:</p> <p>Batchewana Garden River Michipicoten Mississauga Sagamok Anishnawbek Serpent River Thessalon</p>
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Sheguiandah Sheshegwaning Temagami Wahnapiatae Whitefish Lake Whitefish River (Birch Island) Wikwemikong Zhiibaahaasing (Cockburn Island)	Mattagami Moose Cree Peawanuck (Weenusk) Taykwa Tagamou (New Post) Wahgoshing	
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d) SIOUX LOOKOUT:

A total of 30 First Nations being provided Environmental Public Health Services. Courier service must be provided by the Contractor to each First Nations to submit samples for analysis.

<p>Sioux Lookout Office:</p> Bearskin Lake First Nation Cat Lake First Nation Deer Lake First Nation Eagle Lake First Nation Fort Severn First Nation Kasabonika First Nation Keewaywin First Nation Kingfisher Lake First Nation Kitchenuhmaykoosib Inninuwug (Big Trout Lake) Koocheching First Nation Lac Seul First Nation - Frenchman's Head Lac Seul First Nation - Kejick Bay Lac Seul First Nation - Whitefish Bay Lac Seul First Nation - Pelican Falls School McDowell Lake First Nation	Muskrat Dam First Nation Mishkeegogamang (New Osnaburgh) Slate Falls First Nation Ojibway Nation of Saugeen First Nation North Spirit Lake First Nation Pikangikum First Nation Poplar Hill First Nation North Caribou Lake Sachigo Lake First Nation Sandy Lake First Nation Wabigoon Lake Ojibway Nation Wabauskang First Nation Wapekeka First Nation Wawapekewin First Nation (Long Dog) Wunnimun Lake First Nation
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5. Requirement

5.1 Tasks, Activities, Deliverables and Milestones

- 5.1.1 The Contractor will perform the work required to provide all of the deliverables in accordance with this SOW, including the following tasks, but not limited to:
- a) Upon request from an Environmental Public Health Officer or FNIHB authorized First Nation Member, the Contractor will prepare and ship within 24 hours: chain of custody forms, sterile sample collection bottles, transportation coolers, shipping instructions and re-freezable ice packs for water sample collections;
 - b) The Contractor will direct sample pick up from each community or field office and their delivery to the laboratory in a timely fashion, analyze them and report back to the person who submitted the samples and our department within a reasonable time (24-48 hours once received at the laboratory). Shipping arrangements to and from the laboratory are the responsibility of the Contractor;
 - c) Issues arising with transportation must be dealt with by the Contractor to ensure minimal disruption of sample movement and analysis;

- d) If a request for an emergency analysis is received from an Environmental Public Health Officer, then expedited turnaround time will be reduced to accommodate that analysis. In some cases, water samples may be delivered directly to the laboratory;
- e) At the commencement of the contract, the Contractor must have the ability to input results into WaterTrax™. This will require an area on the chain of custody form for a sample location point number from WaterTrax™. This location number is to be marked on the chain of custody form by the sampler;
- f) Assembled sampling kits are to be shipped to each First Nation or field office by the Contractor. The number of sample kits and locations will be provided to the Contractor at the commencement of the contract during the initial meeting. Samples will be collected by a First Nation Employee (Water Treatment Plant Operator, Community Health Representative, or Community Health Nurse) or Environmental Public Health Officer. Samples will be taken and shipped to the Contractor. Sample collection and shipping will occur on the same day, when feasible;
- g) The Contractor will analyze the samples received for the parameters listed on the chain of custody. The Contractor will abide by the requirements of their license from the MECP and their accreditation in the handling and testing of the samples received;
- h) If there is an occurrence of an adverse sample result, the Contractor will immediately call the Environmental Public Health Officer responsible for the sample, or if outside the hours of 8am-4pm, Monday to Friday, the on-call Environmental Public Health Officer at the following number: 1-855-407-2676 (a listing with contact names and numbers will be provided for the life of the contract at the commencement of the contract or shortly thereafter). The Contractor will also call the person who submitted the sample as identified on the chain of custody;
- i) ***Southern, Thunder Bay East, Thunder Bay West, Sioux Lookout:*** Sample results are to be input into the WaterTrax™ program by the Contractor within 48 hours of completion. A report of results will be electronically mailed to the Environmental Public Health Officer responsible for that community within 48 hours of completion. A hard copy will also be sent to the First Nation the sample came from (attention to the person who submitted the sample) and possibly the Indigenous Services Canada Environmental Public Health Officer (all addresses and contract names, numbers, and electronic mail addresses will be supplied at the commencement of the contract); and
- j) Any other related tasks as specified by the Project Authority.

6. Specifications and Standards

6.1 Licensing and Accreditation

6.1.1 The Contractor must have a current license from the Ontario Ministry of Environment, Conservation and Parks and have a current accreditation by the Standards Council of Canada or by the Canadian Association for Laboratory Accreditation (both the license and accreditation must remain valid for the entire period of the Contract). The license and accreditation must enable the Contractor to perform water analysis on the parameters listed in Appendix "C".

6.1.2 The Contractor must at all times of the contract be in possession of a license. If the Contractor receives an order or direction to remedy a deficiency from a regulatory body which affects their license/accreditation, they must inform the Project Authority by email within 24 hours.

6.2 Water samples submitted for testing are temperature and time sensitive and must be received by the laboratory at a specific temperature to permit testing. Analysis of samples must be started within 48 hours of sample collection (the goal should be 24 hours); with storage conditions of between 4°C - 10°C and not frozen at any point.

6.3 Sample results are to be input into the WaterTrax™ program within 48 hours of completion of analysis.

6.4 The contractor is responsible for shipping to and from each community or field office the supplies needed to collect the water samples as described, and the collected water samples requiring analysis.

7. Method and Source of Acceptance

7.1 The Contractor will identify in a written statement that all samples that have been received have been analyzed as of midnight, XXXXDATE.

7.2 Completion of reports of analysis and data entry into WaterTrax™ may extend to no later than XXXXDATE, for samples submitted during XXXXDATE.

8. Reporting Requirements

8.1 The Contractor will report (voice to voice) to the responsible Environmental Public Health Officer and the person who submitted the sample of any result that exceeds a MAC or IMAC on the same day as detection. If this is beyond the normal work day (8am to 4pm, Monday to Friday) the Contractor will use the on call Environmental Public Health Officer number. A copy of the report of analysis will be electronically mailed to the Environmental Public Health Officer responsible for the sample within 48 hours of completion of laboratory analysis.

8.2 A hard copy will also be sent to the First Nation the sample was from, attention to the person who took the sample and possibly applicable Indigenous Services Canada Environmental Public Health Officer (all addresses and contact names, numbers, and electronic mail addresses will be supplied at the commencement of the contract or shortly thereafter).

9.3 A monthly verification report will be provided to each Technical Representative confirming analysis data have been uploaded into WaterTrax. This electronic report will be provided the first week of the following month.

9. Contractor Project Management Control Procedures

9.1 The individual identified in the Contractor's proposal as the Project Manager shall review test results to ensure that all parameters tested for have been completed.

9.2 Each Environmental Public Health Officer will be tasked with advising the Senior Environmental Public Health Officer if test results have not been received, completed or not been completed as directed.

9.3 The payment schedule will be based on samples received, analyzed and uploaded into WaterTrax.

9.4 All invoices require the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Customs and Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor."

9.5 Administration and invoicing questions must be directed to the applicable Senior Environmental Public Health Officer.

XXXDIRECT INVOICES TO P2P

The Contractor will interact with the Technical Authority or their designate in dealing with technical matters. These Departmental Representatives will have the knowledge to sort out most problems and to give approval to continue

sample analysis based on their expertise in those areas. The contact names, numbers, and addresses will be provided at the commencement of the contract.

10. Change Management Procedures

10.1 Any changes to the scope of this project must be directed to the Project Authority for review, assessment and possible approval. An amendment to the contract will be processed for approved changes.

10.2 A written amendment describing any changes to the Scope of the contract will be submitted to all parties that have a vested interest in the contract prior to those changes being made to ensure that all parties agree on those changes.

11. Indigenous Services Canada's Obligations

11.1 ISC will provide phone numbers, fax numbers, cell phone numbers and email addresses of staff members and First Nation clientele, where available, and provide access to the WaterTrax™ database to allow input of test results. Support will be provided by the Environmental Public Health Officers in their geographical area of responsibility on matters dealing with water results.

11.2 Under this Contract(s), the Contractor(s) does not require any Government Furnished Equipment, access to documentation, networks or other associated items.

12. Contractor's Obligations

To meet the requirements set out in the Contract(s).

13. Location of the Work

13.1 All work will be completed at the laboratories where licensing and accreditation has been designated. If applicable, include a list of proposed sub-contractors, with reference to their capabilities, experience and degree of involvement in the work, along with a copy of their license and accreditation to perform the work outlined in this RFP.

13.2 Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

14. Language of the Work

14.1 The language of the Work will be English.

15. Meetings

15.1 An initial meeting will be held virtually in order to coordinate for the services.

16. Special Requirements

16.1 Data collection is required, however only for Indigenous Services Canada information and First Nation purposes. This information is for Indigenous Services Canada and First Nations usage only and may not be given to other agencies or used for other purposes without expressed authorization of the Departmental Representative.

16.2 Laboratory must be licensed and accredited to perform the parameter tests identified in Appendix "C" required in Ontario.

17. Travel and Living Expenses - N/A

18. Project Schedule

18.1 Schedule and Estimated Level of Effort (Work Breakdown Structure)

Upon request from an Environmental Public Health Officer or FNIHB authorized First Nation Member the Contractor will prepare and ship within 24 hours: chain of custody forms, sterile sample collection bottles, transportation coolers, shipping instructions and re-freezable ice packs for water sample collections.

The Contractor is responsible for the shipping to and from each community or field office the supplies needed to collect the water samples as described, and the collected water samples requiring analysis.

The Environmental Public Health Officers will advise the First Nations representatives of laboratory requirements and time guidelines and locations for submission of samples. This should be completed within one week of the contract being signed.

19. Required Resources or Types of Roles to be Performed

19.1 The Contractor(s) is expected to show expertise in this field and the continued license and accreditation status of the laboratory. Any problem with the accreditation must be rectified within 24 hours. If this is not done then the Contractor must notify our department of this within 24 hours. If the laboratory loses their accreditation, the Contract will be terminated.

20. Applicable Documents and Glossary

21.1 Applicable Documents

Appendix "A" - Reporting to WaterTrax
Appendix "B" – Map
Appendix "C" Parameters

21.2 Relevant Terms, Acronyms and Glossaries

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

APPENDIX "A" - REPORTING TO WATERTRAX

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

Reports shall be submitted electronically to the WaterTrax Agency Service immediately upon completion of analysis and finalizing of results. In no case shall the time between completion of analysis and submission of results exceed 48 hours.

For technical specifications, refer to the documents:

***Becoming a WaterTrax Data Partner
Laboratory Report File Specification wtx_2.0***

(the most recent versions available from WaterTrax Inc.).

Reports that are rejected by the WaterTrax system shall be fixed and resubmitted.

Labs shall include the following "fields" of information in addition to the mandatory fields that are included in the WaterTrax Laboratory Report File Format WTX_2.0.

LAB SAMPLE COMMENT

Field 14 in WaterTrax Laboratory Report File Format WTX_2.0

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

ANALYTICAL METHOD

Field 20 in WaterTrax Laboratory Report File Format WTX_2.0

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

DETECTION LIMIT

Field 21 in WaterTrax Laboratory Report File Format WTX_2.0

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

LAB RESULT COMMENT

Field 19 in WaterTrax Laboratory Report File Format WTX_2.0

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

Appendix "B" – Map



Appendix "C"
PARAMETERS

Item 1 : SCHEDULE 23 Ontario Safe Drinking Water Act, Regulation 170/03

INORGANIC PARAMETERS

Parameters:

1. Antimony
2. Arsenic
3. Barium
4. Boron
5. Cadmium
6. Chromium
7. Mercury
8. Selenium
9. Uranium

Item 2: SCHEDULE 24 Ontario Safe Drinking Water Act, Regulation 170/03

ORGANIC PARAMETERS

Parameters:

1. Alachor
2. Atrazine + N-dealkylated metabolites
3. Azinphos-methyl
4. Benzene
5. Benzo(a)pyrene
6. Bromoxynil
7. Cabaryl
8. Carbofuran
9. Carbon Tetrachloride
10. Chlorpyrifos
11. Diazinon
12. Dicamba
13. 1,2-Dichlorobenene
14. 1,4-Dichlorobenzene
15. 1,2-dichloroethane
16. 1,1-Dichloroethylene (vinylidene chloride)
17. Dichloromethane
18. 2,4-Dichlorophenol
19. 2,4-Dichlorophenoxy acetic acid (2,4-D)
20. Diclofop-methyl
21. Dimethoate
22. Diquat
23. Diuron
24. Glyphosate
25. Malathion
26. 2-Methyl-4-chlorophenoxyacetic acid
27. Methoxychlor
28. Metribuzin
29. Monochlorobenzene
30. Paraquat
31. Pentachlorophenol
32. Phorate
33. Picloram

34. Polychlorinated Biphenyls (PCB)
35. Prometryne
36. Simazine
37. Terbufos
38. Tetrachloroethylene (perchloroethylene)
39. 2,3,4,6-Tetrachlorophenol
40. Triallate
41. Trichloroethylene
42. 2,4,6-Trichlorophenol
43. Trifluralin
44. Vinyl Chloride

Additional Requirements:

Item 3

GENERAL CHEMISTRY

No.	Parameters or Elements
1	Hardness
2	Alkalinity
3	Iron (Fe)
4	Chloride (Cl)
5	pH at laboratory
6	Fluoride (F)
7	Colour
8	Turbidity
9	Sulphide (as H ₂ S)
10	Sulphate (SO ₄)
11	Sodium (Na)
12	Aluminum (Al)
13	Conductivity
14	Ammonia (NH ₃)
15	Nitrite (NO ₂)
16	Nitrate (NO ₃)
17	Manganese (Mn)
18	Lead (Pb)
19	Magnesium (Mg)
20	Copper (Cu)

- Item 4: Trihalomethanes
- Item 5: Sodium
- Item 6: Nitrite/ Nitrate
- Item 7: Lead
- Item 8: Fluoride
- Item 9: Gross alpha, Gross beta
- Item 10: BTEX
- Item 11: Haloacetic acids (HAAs)
- Item 12: Microcystin LR (blue green algae toxins)
- Item 13: Chlorite/Chlorate
- Item 14: Bromate
- Item 15: NDMA
- Item 16: Uranium
- Item 17: Manganese
- Item 18: Copper
- Item 19: Aluminium
- Item 20: Cadmium
- Item 21: 1-4-Dioxane

Item 22: Gross beta testing

Includes:

- Total Uranium
- Lead-210
- Radium-226
- Tritium
- Strontium-90
- Iodine-131
- Cesium-137

**ANNEX “B”
BASIS OF PAYMENT**

Instructions to Bidders:

Financial Bid

Bidders must propose an all-inclusive fixed rate for the Initial Contract Period (FIN-1) and the Optional Contract Periods (FIN-2).

The all-inclusive fixed rate must include the cost for entry of data into WaterTrax™, post sampling containers disposal services, courier costs, and all other requirements noted.

Bidders are requested to indicate the applicable taxes separately. Taxes are not evaluated.

The estimated Quantity per year is provided in each tables. The estimation is strictly for evaluation purposes only and does not commit Canada nor represent a future commitment.

Bidders are requested to complete the information applicable below for FIN-1 and FIN-2.

Bidders are requested to **refer to Appendix C- PARAMETERS** to understand what each Item in the table refers to.

1. The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determine in the Annex A – Statement of Work, to a limitation of expenditure of \$ _____ (applicable taxes are extra) (*To be determined at contract award*).

A-Contract Period

FIN-1: Initial Contract Period - *Bidders are to complete the table below:*

Item/ Parameters*	Estimated Quantity	All-inclusive fixed rate	Extended Cost
Contract period: <i>Date of Contract award to March 31, 2024</i>			
1*: Water O. Reg. 170/03, Schedule 23.	100	\$ _____	\$ _____
2*: Water O. Reg. 170/03, Schedule 24.	100	\$ _____	\$ _____
3*	200	\$ _____	\$ _____
4: Trihalomethanes	1	\$ _____	
5: Sodium	1	\$ _____	
6: Nitrite/ Nitrate	1	\$ _____	
7: Lead	1	\$ _____	
8: Fluoride	1	\$ _____	
9: Gross alpha, Gross beta	1	\$ _____	

10: BTEX	1	\$ _____	
11: Haloacetic acids (HAAs)	1	\$ _____	
12: Microcystin LR (blue green algae toxins)	1	\$ _____	
13: Chlorite/Chlorate	1	\$ _____	
14: Bromate	1	\$ _____	
15: NDMA	1	\$ _____	
16: Uranium	1	\$ _____	
17: Manganese	1	\$ _____	
18: Copper	1	\$ _____	
19: Aluminium	1	\$ _____	
20: Cadmium	1	\$ _____	
21: 1-4 Dioxane	1	\$ _____	
22*: Gross beta testing	1	\$ _____	
23: Cost of shipment of cooler containers with water samples to your location:			
Peterborough Communities	25	\$ _____	\$ _____
Ottawa Communities	5	\$ _____	\$ _____
Orillia Communities	40	\$ _____	\$ _____
Brantford Communities	10	\$ _____	\$ _____
London Communities	35	\$ _____	\$ _____
Thunder Bay Communities	45	\$ _____	\$ _____
Kenora Communities	5	\$ _____	\$ _____
Sault Ste. Marie Communities	35	\$ _____	\$ _____
Sudbury Communities	75	\$ _____	\$ _____
Timmins Communities	60	\$ _____	\$ _____
Sioux Lookout Communities	150	\$ _____	\$ _____
FIN-1 : Total Price Initial Contract Period			\$ _____

*Items 1,2,3, &22: for Parameters, refer to description at Appendix "C" above.

B - Option to Extend the Term of the Contract

If exercised by Canada, the Contractor will be paid as specified below.

All-inclusive fixed rate: rates that will apply will be identified in accordance with the rates applicable at the Initial Contract period plus the applicable Mark-up.

The all-inclusive fixed rates provided under section A- Initial Period of the Contract above will be adjusted and will be increased by an amount equal to the Mark-up provided by the Contractor.

FIN-2 : Optional Contract Periods - Bidders are to complete the tables below:

Formula: Price provided at FIN-1 + Applicable Mark-up.

Example: If the Bidder propose Item 18 – Copper at \$10.00 under FIN-1 and :

- a. provided a 5% mark-up for Option Y1, Item 18 will be reimbursed at \$10.50.*
- b. provided a 20% mark-up for Option Y4, Item 18 will be reimbursed at \$12.00.*

<p>Option Year 1: April 1st, 2024 to March 31, 2025</p> <p style="text-align: right;">=</p>	<p>FIN-1 : Total Price Initial Contract Period</p> <p>\$ _____</p>	<p>Mark-up</p> <p>\$ _____</p>	<p><i>Total Option Year 1</i></p> <p>\$ _____</p>
---	---	---------------------------------------	--

<p>Option Year 2: April 1st, 2025 to March 31, 2026</p> <p style="text-align: right;">=</p>	<p>FIN-1 : Total Price Initial Contract Period</p> <p>\$ _____</p>	<p>Mark-up</p> <p>\$ _____</p>	<p><i>Total Option Year 2</i></p> <p>\$ _____</p>
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<p>Option Year 3: April 1st, 2026 to March 31, 2027</p> <p style="text-align: right;">=</p>	<p>FIN-1 : Total Price Initial Contract Period</p> <p>\$ _____</p>	<p>Mark-up</p> <p>\$ _____</p>	<p><i>Total Option Year 3</i></p> <p>\$ _____</p>
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<p>Option Year 4: April 1st, 2027 to March 31, 2028</p> <p style="text-align: center;">=</p>	<p>FIN-1 : Total Price Initial Contract Period</p> <p>\$ _____</p>	<p>Mark-up</p> <p>\$ _____</p>	<p><i>Total Option Year 4</i></p> <p>\$ _____</p>
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<p>FIN-2 : Total Price Optional Contract Periods = Option Year 1 + Option Year 2 + Option Year 3 + Option Year 4 +</p>	<p>\$ _____</p>
--	-----------------

<p>Total Evaluated Price = FIN-1 + FIN-2</p>	<p>\$ _____</p>
--	-----------------

<p>*Applicable taxes (%) = _____%</p>	<p>\$ _____</p>
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*Note : Not evaluated.

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Affaires autochtones et
Développement du Nord CanadaAboriginal Affairs and
Northern Development CanadaContract Number / Numéro du contrat
1000248912Security Classification / Classification de sécurité
UnclassifiedSECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région First Nations and Inuit Health / ISC / ON	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :
3. Brief Description of Work / Brève description du travail Laboratory analysis of drinking water from First Nations communities in Ontario for chemical parameters. This SRCL will be used for a contract covering Thunder Bay, Sioux Lookout, and Southern First Nations communities.	
4. Contract Amount / Montant du contrat 1,966,200.00\$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat April 1, 2023 to / au March 31, 2027	
7. Will the supplier require / Le fournisseur aura-t-il :	
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
If yes, specify: / Si oui, spécifiez :	
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)	

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information / Assets Renseignements/Biens	7.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information / Assets (off site) Renseignements/Biens (extérieur)	8	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information / Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
IT Transmission – other Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

- 11.1 Personnel Security Screening Level Required:
Niveau d'enquête de la sécurité du personnel requis :
- N/A / Non requis Reliability/ Fiabilité Confidential/ Confidentiel Secret Top Secret/ Très secret
- 11.2 May unscreened personnel be used for portions of work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
- No / Non Yes / Oui N/A / Non requis
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?
- No / Non Yes / Oui

PART D – AUTHORIZATION / PARTIE D – AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme Name (print) – Nom (en lettres moulées) Shaun Mackie		Title - Titre Regional Environmental Public Health Manager	Signature 	Digitally signed by mackie, shaun Date: 2023.03.02 10:56:26 -05'00'
Telephone No. – N° de téléphone 519-751-6447	Facsimile No. - N° de télécopieur 519-751-6517	E-mail address – Adresse courriel shaun.mackie@sac-isc.gc.ca	Date	
14. Organization Security Authority / Responsable de la sécurité de l'organisme Name (print) – Nom (en lettres moulées) Jasmin Gauthier		Title - Titre Security in Contracting Officer	Signature 	Digitally signed by Gauthier, Jasmin G Date: 2023.03.02 10:56:26 -05'00'
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel jasmin.gauthier2@sac-isc.gc.ca	Date 2023-03-08	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement Name (print) – Nom (en lettres moulées) Vanessa Demers-Lamothe		Title - Titre Sr. Procurement officer	Signature demerslamothé, vanessa	Digitally signed by demerslamothé, vanessa Date: 2023.03.02 10:56:26 -05'00'
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel vanessa.demers-lamothe@sac-isc.gc.ca	Date 3/2/2023	
17. Contracting Security Authority / Autorité contractante en matière de sécurité Name (print) – Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel	Date	

ANNEX "D"

SECURITY REQUIREMENTS AGREEMENT

(To be completed at Contract Award)

Company name: _____
 Request for proposal: 1000248912
 Contract: _____

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

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

1.1 Physical Safeguards:

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

	Protected A	Protected B
Container	Key locked container	Dial lock container
Facility	Restricted access room within office/home	Restricted access room within office/home

Definitions:

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

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

Protected B: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

1.2 **Transportation**1.2.1 Transportation of Paper Records:

- **Protected** documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

1.2.2 Prevention Tips While in Transit:

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

1.2.3 Discussion:

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

2. IT Security Requirements

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

2.1 Electronic Storage

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

2.2 Electronic Possession, Transportation and Processing

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

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);

- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>)
Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm> for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

2.3 Electronic Transmission of Departmental Data

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

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; and • Email server communication is protected with TLS encryption.
	Fax	<p>The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the contractor's premises; • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values;

		<ul style="list-style-type: none"> ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 8 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
<p>Protected B</p>	<p>Encrypted and Digitally Signed eMail</p>	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:</p> <ul style="list-style-type: none"> • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc); • Each user has their own corporate e-mail account which is protected with a username and password; • The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and • Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings: <ul style="list-style-type: none"> • One of the following encryption algorithms is used: <ul style="list-style-type: none"> ▪ 3DES-168 Bit or higher ▪ AES-128 Bit or higher • Digitally signed with one of the following algorithms: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-224 • SHA-256 • SHA-384 • SHA-512
	<p>Wireless Communications</p>	<p>If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> ▪ The administrator user name and password must be changed from their default values;

		<ul style="list-style-type: none"> ▪ The network name (SSID) has been changed from its default value; and ▪ WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements: <ul style="list-style-type: none"> • Must be 12 characters or longer; • Have at least one upper case character; • Have at least one lower case character; • Have at least one numeric character; and • Have at least one allowed special character
	CIRNAC/ISC Secure File Exchange Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC’s Secure File Exchange service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See annex 1 of security requirement agreement)
	CIRNAC/ISC Collaboration Service	<p>The Contractor can transmit Protected B Data via CIRNAC/ISC’s Collaboration service as long as following requirements are met:</p> <ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.
	Fax	<p>The Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as the following requirements are met:</p> <ul style="list-style-type: none"> • • The sending fax machines is located on the contractor’s premises; • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax; • Recipient is present at the fax machine ready to receive fax; and • Sender obtains confirmation from sender of receipt.

3. Inspection

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

4. Security Costs

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

Annex 1

Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

Acceptable Use Policy

You have been granted access to the Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will **accommodate sensitive information up to, and including, Protected B**. Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system **will not** be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

SECURITY AGREEMENT

(To be completed at Contract Award)

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

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

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

Contractor:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

CIRNAC/ISC Project Authority:

PRINT NAME: _____

SIGNATURE: _____

DATE: _____