

Solicitation No. - N° de l'invitation
1000415199
Client Ref. No. - N° de réf. du client
PR67451 - 1000415199

Amd. No. - N° de la modif.
File No. - N° du dossier
PR67451 - 1000415199

Buyer ID - Id de l'acheteur
yxh024
CCC No./N° CCC - FMS No./N° VME

**RETURN BID TO/ RETOURNER LES
SOUSSIONS À :**

Attn : Yuqiao Hu
Email : [CBSA-ASFC_Solicitations-
Demandes_de_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca)

Request for Proposal to:

**Canada Border Services Agency
(CBSA)**

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

Demande de proposition à :

**l'Agence des services frontaliers
du Canada (ASFC)**

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

Comments — Commentaires :

Issuing Office – Bureau de distribution

CBSA / ASFC
355 Ch. North River Road, 17th Floor –
17^e étage
Ottawa ON K1A 0L8

Title — Sujet: Testing for Fumigants and Solvents - Blue Water Bridge Commercial Operations, Point Edward, Ontario	
Solicitation No. — N° de l'invitation 1000415199	Date: June 29, 2023
Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At /à: 02:00 PM (hours/heures) On/le : July 25, 2023	<input type="checkbox"/> EST (Eastern Standard Time)/ HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT (Eastern Daylight Saving Time)/ HAE (heure avancée de l'Est)
F.O.B. — F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other — Autre: <input checked="" type="checkbox"/>	
Address Enquiries to — Adresser toutes questions à: All communications related to this solicitation must be sent to: EMAIL: CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca Attn : Yuqiao Hu - Solicitation # 1000415199 CC : yuqiao.hu@cbsa-asfc.gc.ca	
Destination - of Goods and or Services: Destination — des biens et ou services : FOB	
Instructions: See Herein — Voir aux présentes	
Delivery Required — Livraison exigée See herein — voir aux présentes	Delivery Offered — Livraison proposée
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. — No de téléphone:	FAX No. — No de télécopieur :
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1. Security Requirements

There is no security requirement applicable to the Contract.

1.2. Statement of Work

The Work to be performed is detailed under [Annex A](#) of the resulting contract clauses.

1.3. Debriefings

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

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>) 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 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2. Submission of Bids

Bids must be submitted only to Canada Border Services Agency (CBSA) by the date, time and place indicated in the bid solicitation.

2.3. Former Public Servant

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

Definitions

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

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4. Enquiries - Bid Solicitation

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

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

2.5. 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 in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

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

Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

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.

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the [Basis of Payment](#).

Section III: Certifications

Bidders must submit the certifications and additional information required under [Part 5](#).

Section IV: Additional Information

In Section IV of their bid, bidders should provide:

A completed, signed, and dated Page 1 of this solicitation:

1. the name of the contact person (provide also this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
2. for Part 2, [article 2.3, Former Public Servant](#), of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

General Information:

The mandatory requirements listed below will be evaluated on a simple pass/fail basis (compliant or not compliant). Failure to meet the mandatory requirements will render the proposal inadmissible and no further evaluation will be carried out.

Bidders MUST demonstrate that they meet all of the mandatory requirements listed below, indicating page number as well as providing necessary supporting documentation.

No additional information can be provided after bid closing.

No references to Web site addresses will be accepted.

Item	Mandatory Technical Criteria	Proposal page #
MC1	The Bidder must demonstrate that they have resources able to respond and be on site within 2 hours' notice. Address: Blue Water Bridge Commercial Operations 1555 Venetian Boulevard Point Edward, Ontario, N7T 0A9	
MC2	The Bidder must obtain and provide copies of the following licenses issued by the Ontario Ministry of the Environment: - Exterminator Licence; and - Operator General Licence.	

4.1.2. Financial Evaluation

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

4.2. Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Bid

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

5.1.1. Integrity Provisions - Declaration of Convicted Offences

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

5.2. Certifications Precedent to Contract Award and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

5.2.2. Integrity Provisions - Forms for the Integrity Regime

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

5.2.3. Federal Contractors Program for Employment Equity - Bid Certification

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1. Security Requirements

There is no security requirement applicable to the Contract.

6.2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at [Annex A](#).

6.3. Standard Clauses and Conditions

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

6.3.1. General Conditions

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

6.4. Term of Contract

6.4.1. Period of the Contract

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

6.4.2. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.5. Authorities

6.5.1. Contracting Authority

The Contracting Authority for the Contract is: [to be specified in the resulting contract]

Name:

Title:

Organization:

Address:

Telephone:

E-mail address:

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: [to be specified in the resulting contract]

Name: [REDACTED]
Title: [REDACTED]
Organization: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED]
E-mail address: [REDACTED]

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

The Contractor's Representative for the Contract is: [to be specified in the resulting contract]

Name: [REDACTED]
Title: [REDACTED]
Organization: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED]
E-mail address: [REDACTED]

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

6.7. Payment

6.7.1. Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex B, to a limitation of expenditure of \$ [REDACTED]. Customs duties are included and Applicable Taxes are extra.

6.7.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ [REDACTED]. 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. 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.

6.8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the information required in the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
3. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
4. The Contractor must send the invoice to vendors-fournisseurs@cbsa-asfc.gc.ca for payment. This email address is to be used only for submitting invoices and for payment status inquiries).

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. **2010C** (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- c. Annex A, Statement of Work;
- d. Annex B, Basis of payment;
- e. Annex C, List of names for integrity verification form;
- f. the Contractor's bid dated [REDACTED]

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](#)".

6.13. OPO Clauses

1) Dispute Resolution (i.e. "mediation") clause:

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

2) Review of Complaint clause re: contract "award",

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boaopo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

3) Review of complaint clause re: contract "administration":

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

ANNEX "A"
Statement of Work

Testing for Fumigants and Solvents

Background

Canada Border Services Agency (CBSA) may examine marine cargo containers (referred to below as containers) upon their arrival to our Land Border Ports of Entry (POE). While the Border Services Officers (BSOs) focus is on the commodities within the containers, CBSA is also concerned with the air quality within the containers and how it may affect the health and safety of the examining BSOs.

Fumigants are volatile toxic chemicals used to kill insects by asphyxiation. Fumigation of containers is typically conducted in the country of origin to prevent the spread of invasive parasitic species and to protect the contents of the containers. In addition to killing insects, these substances are known to be potentially harmful to humans.

Objective

Identify chemical components (including fumigants and solvents) found in containers at the following location:

Blue Water Bridge Commercial Operations
1555 Venetian Boulevard
Point Edward, Ontario, N7T 0A9

Scope

For the protection of BSOs, CBSA requires containers referred for examination to be externally tested (drill) for fumigants.

When examinations are deemed necessary based on risk management, the BSO will contact the designated contractor who will test for all the listed fumigants and solvents.

Fumigant/Solvent	Action Level ppm
Methyl Bromide	0.5
Phosphine	0.05
Sulfuryl Fluoride	2.5
Benzene	0.5
Toluene	10
Formaldehyde	0.1

** PID readings must be zero for containers to be safely opened.*

Note: For the Testing of Formaldehyde:

An action level of 0.05 parts per million (ppm); however, the formaldehyde Dräger-Tubes only start registering at 0.20 ppm.

Therefore, Dräger-Tubes cannot be used for formaldehyde detection.

Formaldehyde Detection Requirements

The **RKI FP-31** has been tested by the CBSA and is the approved testing method for formaldehyde.

If there is any indication of colour at all, whether it is at 0.20 ppm or in the first centimeter of the tube, the container must be ventilated.

Results of the test will be provided to CBSA once the testing has been completed.

Equipment Required for Testing

RKI-FP-31- for Formaldehyde detection.

RKI-FP-31 testing tablets

Dräger accuro 2000 gas detection bellows pump

Dräger-Tubes- Short-term

Dräger-Tubes and the **Dräger accuro 2000** are employed together manually to provide air flow into the Dräger short-term tubes.

Winter Sampling Equipment Requirements

PCXR4 pump

10 Litre Tedlar bag.

Tygon Tubing

The designated contractor is responsible to supply all required materials, labor and tools to conduct fumigant examinations.

Testing Requirements:

1 - Initial testing must occur at both the front (nose) of the container and the tail (doors). The contractor should drill and test at two (2) holes which are positioned close to the bottom of the container.

2 - After ventilation, doors must be closed for a period of **15 minutes** before re-testing. Re-testing can be performed at the hole in the front of the container only. It is expected that the packaging inside the container will cause variations in the ventilation of different areas of the container and as such, the front of the container will take longer to ventilate.

Following this procedure will help to minimize the risk to BSO's entering the container while there are still areas of the container with fumigant/solvent concentrations above the action level.

Dräger-Tubes-Taking a Measurement – (Follow Manufacturers Testing Procedures)

Note: Humidity and Temperature Can Change the Measurement Result

For each tube, specific conditions of use must be observed. Temperature and humidity are both key factors in the measurement process. For example, high humidity at high temperatures can drive the measurement result up. You can find important hints and tips in the operating instructions or in the Dräger-Tubes Handbook.

1. Drill a hole in the container. (Refer to *Drilling Procedures* for more detailed instructions.)
2. Choose a Dräger-Tube.
3. Insert the Dräger-Tube into the drilled hole or extract the air sample using the Winter Sampling Method. (Refer to *Winter Sampling Procedures* for more detailed instructions.)
4. Complete the test (follow instructions included with tube). Repeat steps 2 to 4 for each chemical of interest.

5. If results are below the action level, seal the testing hole with silicon, and advise the BSO(s) that it is safe to perform the container examination.

Drilling Procedures – Equipment Requirements:

These procedures are intended to provide a *minimum* requirement for the testing of marine cargo containers while allowing for a degree of flexibility.

1. **Drill Bit-** In order to ensure that the Dräger-Tube is able to fit into the drilled hole, a 5/16" pilot point drill bit should be used.
2. **Drill Bit Sleeve** - A drill bit sleeve (or stopper) is required to ensure that when drilling, commodities within the container are not punctured. This is a matter of health and safety, in that the commodity may be dangerous if punctured.
A drill bit sleeve must be purchased that covers the majority of the drill bit. The tip of the drill bit should exceed the length of the sleeve by 0.5 cm. This will ensure that the drill bit will not travel past the container wall when drilling.
3. **Silicone Caulking** - Silicone caulking must be used to seal the drilled holes under the Fumigant Program. The caulking can be easily removed by hand should a container appear for examination again in the future. Silicone caulking does not hold water and salt as rubber rivets do. Therefore they do not contribute to future corrosion.
4. **A maximum of two (2) holes are to be drilled in each container.**

Winter Sampling Requirements for Dräger-Tubes (follow manufactures testing procedures.)

It is understood that the analyses performed with Dräger-Tubes are temperature sensitive. In the past, situations where the temperature fell outside the Dräger-Tube ambient operating conditions, the manufacturer had recommended placing the Dräger-Tube into the user's pocket in order to keep it warm prior to doing the analysis. However, analyses done at the laboratory in cold weather indicate that even when trying to warm up the tube prior to the analysis, the analysis of cold air samples can give false negative readings.

In order to avoid exposing the user to higher than acceptable levels of common toxic industrial chemicals, the following procedure must be used whenever external temperatures fall outside the Dräger-Tubes' ambient operating conditions.

Dräger-Tube	Ambient Operating Conditions
Methyl Bromide 0.5/a	0C – 40C ; 32 F- 104 F
Phosphine 0.01/a	0C – 40C ; 32 F -104 F
Sulfuryl Fluoride 1/a	0C – 40C ; 32 F -104 F
Benzene 0.5/c	5C – 40C ; 31 F -104 F
Toluene 5/b	2C – 40C ; 35.6 F -104 F

Summary of Procedures

If temperatures do not meet ambient operating conditions and where the technology is available, an air sample should be extracted with the PCXR4 pump into a 10 Litre Tedlar bag.(Refer to Air Sampling Procedures Using a PCXR4 Portable Pump and Tedlar Bag) Ensure the length of hose used in testing is short enough to not influence the readings.

The sample should be taken into the warehouse. The contractor should wait 15 minutes for the sample to warm up to room temperature. After the air sample is warmed to room temperature, the standard Dräger-Tube testing can be performed.

Air Sampling Procedures Using the PCXR4 Portable Pump and Tedlar Bag

Pumping of sample

A PCXR4 portable pump will be used to extract the air from the container into Tedlar plastic bags. This pump will be used at a maximum pumping flow rate of 5 L/min. The sampling time from the container will take roughly one (1) minute and 20 seconds.

Recycling of the Tedlar Bags

Tedlar bags are expensive, however, they are reusable. When the sample gives negative readings for all targeted compounds, the bag must be emptied, after which it may be reused right away. Emptying the bags must always be done outdoors. If the content of the bag gives any positive readings the bag must be cleaned with outside air or discarded.

Maintenance

The PCXR4 pump is fitted with a filter/trap inside a clear plastic intake port housing. This prevents particles from being drawn into the pump mechanism. The filter must be visually checked, on a regular basis, to ensure that it doesn't become clogged. If maintenance is necessary, follow manufacturer's procedure.

Tubing requirements

Teflon and Tygon tubing must be visually checked on a regular basis to ensure that it doesn't become clogged. Tubing must be replaced when necessary. Tygon tubing may be purchased from various manufacturers.

Pump

The CBSA **Science and Engineering Directorate (SED)** laboratory suggests using pump model PCXR4. This pump meets all of the requirements for the agency's operations:

- Designed for air analysis.
- Flow of 5 L/min.
- External exhaust port that allows the filling of the bag.
- Built-in fluid/particulate trap.
- External see-through filter housing.

Positive Test Procedure

Should a container test positive for any of these fumigants or solvents at or above the action level (AL), the carrier must move the container to a secure ventilation area within CBSA operations.

The contractor is then responsible for opening and venting the container as required per the CBSA SED in the area designated per POE. (Will be relayed to the contractor by CBSA personnel on site)

Ventilation Timeframes

In consultation with the Science and Engineering, Directorate (SED) the minimum ventilation times are as follows:

- Six (6) hours with the use of a ventilation fan (Note: at First Point of Arrival (FPOA) the agency does not use a fan.)

Or

- Twelve (12) hours with out a ventilation fan.

(The contractor does not need to be present during ventilation period)

Re-test Procedures

When the ventilation period has been completed the container doors must be closed by the protected outfitted contractor for a period of **15 minutes**. The container must then be retested for fumigants/solvents.

Should the container still test positive for fumigants/solvents, the contractor must repeat the venting process until the container meets CBSA standards for safe entry and examination by a BSO.

These procedures adhere to the Health and Safety Standards listed in the [Canada Labor Code](#) section 10.19 - (Control of Hazards).

The contractor must be willing to test for any other fumigants or solvents that are identified as a risk by CBSA at a later date.

Deliverables

- The contractor must be in possession of all the necessary equipment to complete any and all testing and ventilation of containers as indicated in the above Statement/Scope.
- The contractor must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under applicable Federal, Provincial or Municipal Legislation.
- The contractor will be responsible for any charges imposed by such legislation or regulations.
- The contractor must provide a copy of the required permit(s), license(s), or certificate(s) to the CBSA.
- The contractor must ventilate containers of identified fumigants/solvents to a zero level and provide documented proof of retest results to the CBSA.
- The contractor must maintain all their testing equipment, conducting daily leak tests, monthly damage and malfunction tests and service the testing equipment annually.
- Once contacted by the POE, the contractor must attend within two (2) hours' time.
- It is expected, after contract award, the contractor provide a contact list for response 24 hours / 7 days a week and it be kept up to date.
- Upon completion of tests, the contractor is to submit a written report to the CBSA BSO involved with the examination of the container, indicating:
 - The type of test(s) conducted;
 - the results of the test(s);
 - the container number; and
 - the date and time of fumigation testing.

Security Requirements

Contractors must be escorted at all times while attending CBSA operations by a CBSA Officer or CBSA Superintendent.

Risks

If the contractor does not complete the job as required the threat is contamination and environmental issues to the region and Canada through the spread of infestation of insects and other things tested for i.e. parasitic species. If the contractor does not properly test for fumigants it may put an officer at risk of inhaling those chemicals.

ANNEX "B"
Basis of payment

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

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm rate(s) (all inclusive is defined as all labour, duration of service (hours), travel time, travel costs (e.g. fuel, mileage), equipment, materials/products to complete the required tasks and media, and testing) in the performance of this Contract, Applicable Taxes extra.

Supplier must provide pricing for each additional option period. The supplier must submit their financial bid using the table provided below. Any alterations or omissions could result in the bid being deemed non-compliant.

Original Contract Period (from contract award to March 31st, 2024):

Description	All-inclusive firm lot price A	Estimated quantity B	Total estimated cost C= A x B
Initial Sampling	\$	20	\$
Follow-up Sampling	\$	12	\$
		subtotal	\$

Optional period 1 (April 1st, 2024 to March 31st, 2025):

Description	All-inclusive firm lot price A	Estimated quantity B	Extended total estimated cost C= A x B
Initial Sampling	\$	20	\$
Follow-up Sampling	\$	12	\$
		subtotal	\$

Optional period 2 (April 1st, 2025 to March 31st, 2026):

Description	All-inclusive firm lot price A	Estimated quantity B	Extended total estimated cost C= A x B
Initial Sampling	\$	20	\$
Follow-up Sampling	\$	12	\$
		subtotal	\$

Optional period 3 (April 1st, 2026 to March 31st, 2027):

Description	All-inclusive firm lot price A	Estimated quantity B	Extended total estimated cost C= A x B
Initial Sampling	\$	20	\$
Follow-up Sampling	\$	12	\$
subtotal			\$

Optional period 4 (April 1st, 2027 to March 31st, 2028):

Description	All-inclusive firm lot price A	Estimated quantity B	Extended total estimated cost C= A x B
Initial Sampling	\$	20	\$
Follow-up Sampling	\$	12	\$
subtotal			\$

Optional period 5 (April 1st, 2028 to March 31st, 2029):

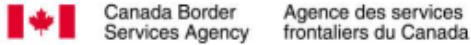
Description	All-inclusive firm lot price A	Estimated quantity B	Extended total estimated cost C= A x B
Initial Sampling	\$	20	\$
Follow-up Sampling	\$	12	\$
subtotal			\$

Description	Total estimated cost
Contract Period to March 31 2024	\$
Optional period 1 (April 1 st , 2024 to March 31 st , 2025):	\$
Optional period 2 (April 1 st , 2025 to March 31 st , 2026):	\$
Optional period 3 (April 1 st , 2026 to March 31 st , 2027):	\$
Optional period 4 (April 1 st , 2027 to March 31 st , 2028):	\$
Optional period 5 (April 1 st , 2028 to March 31 st , 2029):	\$
Total cost	\$

ANNEX "C"

List of names for integrity verification form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>



LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier's Legal Name:		
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

Solicitation No. - N° de l'invitation
1000415199
Client Ref. No. - N° de réf. du client
PR67451 - 1000415199

Amd. No. - N° de la modif.
File No. - N° du dossier
PR67451 - 1000415199

Buyer ID - Id de l'acheteur
yxh024
CCC No./N° CCC - FMS No./N° VME



Canada Border
Services Agency

Agence des services
frontaliers du Canada

Declaration

I, _____ . *(name)*
_____ . *(position)* of

_____ . *(supplier's name)* declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature: _____

Date: _____