

RETURN OFFERS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services

Offer E-mail Address: pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca

This is the only acceptable email address for responses to the Request for Standing Offers. Offers submitted by email directly to the Standing Offer Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to offer documents will not be accepted.

REQUEST FOR STANDING OFFERS

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

Issuing Office:

Parks Canada Agency National Contracting Services Cornwall, ON

Title:

RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

	Date:
5P300-20-0342/A	March 16, 2021

Client Reference No.: N/A

GETS Reference No.: PW-21-00949924

Solicitation C	loses:	Time Zone:
At: 2 pm On: April 26, 2	2021	EDT

F.O.B.: Plant: □	Destination: 🗵	Other: 🗆
Address I Laura Low	E nquiries to: rson	
Telephon 343-585-2		Email Address: laura.lowson@canada.ca
	on of Goods, Serv	vices, and Construction:

10725 Reesor Road, Markham, ON L6B 1A8

TO BE COMPLETED BY THE OFFEROR

Vendor/ Firm Name:	
Address:	
Telephone No.:	Fax No.:
Name of person authorized to sign Firm (type or print):	on behalf of the Vendor/
Signature:	Date:





Client Reference No.: N/A **Title:** RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

IMPORTANT NOTICE TO OFFERORS

OFFERS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

OFFERS RECEIVED IN-PERSON, BY FAX OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is <u>pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca</u>. Offers submitted by email directly to the Standing Offer Authority or to any email address other than <u>pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca</u> will not be accepted.

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Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a Standing Offer will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at: <u>http://www.directdeposit.gc.ca</u>

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FORMER PUBLIC SERV	ANT		

N/A

Client Reference No.:

Title: RFSC

RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

PART 1 – GENERAL INFORMATION

1.1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A. Standing Offer, and 6B. Resulting Contract Clauses:

6A. includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B. includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2. Summary

1.2.1. Rouge Urban National Park requires a Canadian Association for Laboratory Accreditation (CALA) or Standards Council of Canada (SCC) accredited lab to process water samples on an as and when requested basis for a water testing program. This program will assess the water quality at the location of each office and tenanted residency throughout the park.

The period for making call-ups against the Standing Offer is from Standing Offer award to April 30, 2024.

1.2.2. The Request for Standing Offers (RFSO) is to establish Standing Offers for the requirement detailed in the RFSO, to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3. Security Requirements

There is no security requirement associated with the Request for Standing Offer.

1.4. Debriefings

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

Title: RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

PART 2 – OFFEROR INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

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

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions <u>2006</u> incorporated by reference above is deleted in its entirety.

2.2. Submission of Offers

Offers must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date and time indicated on page 1 of the Request for Standing Offers (RFSO).

Offers submitted in-person, by fax or by courier will not be accepted.

The only acceptable email address for responses to the RFSO is <u>pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca</u>.

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2.3. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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

2.4. Applicable Laws

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

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

2.5. Bid Challenge and Recourse Mechanisms

- **2.5.1.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- **2.5.2.** Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell website</u>, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- **2.5.3.** 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 – OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial bid in accordance with the Attachment 1 to Part 3 – Pricing Schedule.

Section III: Certifications

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

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Offeror must provide pricing in the format specified in this Pricing Schedule. As a minimum, the Offeror must respond to this pricing proposal by including in its financial offer for each of the periods specified below its quoted firm all inclusive price in Canadian Dollars, applicable taxes excluded.

The volumetric data included in this pricing proposal are provided for offer estimated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing proposal does not represent a commitment by Canada that Canada's future usage of the services described in the offer solicitation will be consistent with this data.

lte	m	Description	Est. Qty. (A)	Unit (B)	Unit Price (C)	Total D (AxC = D)
1	а	Spring testing – as per section 3.0 of the Statement of Work	154	Each	\$	\$
	b	Handling and Disposal Fee	154	Each	\$	\$
2	а	Full suite testing	46	Each	\$	\$
2	b	Handling and Disposal Fee	46	Each	\$	\$
3	а	Fall testing – as per section 3.0 of the Statement of Work	200	Each	\$	\$
3	b	Handling and Disposal Fee	200	Each	\$	\$
	а	Winter testing – as per section 3.0 of the Statement of Work	200	Each	\$	\$
4	b	Handling and Disposal Fee	200	Each	\$	\$
5	а	Additional microbiological testing – as per section 3.0 of the Statement of Work	65	Each	\$	\$
	b	Handling and Disposal Fee	65	Each	\$	\$
6	а	Additional THM testing – as per section 3.0 of the Statement of Work	1	Each	\$	\$
	b	Handling and Disposal Fee	1	Each	\$	\$
7	а	Additional Gross alpha activity – as per section 3.0 of the Statement of Work	10	Each	\$	\$

Standing Offer Period 1: Standing Offer Award to April 30, 2022

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	b	Handling and Disposal Fee	10	Each	\$ \$
0	а	Additional Gross beta activity – as per section 3.0 of the Statement of Work	10	Each	\$ \$
8	b	Handling and Disposal Fee	10	Each	\$ \$
9	а	Additional Uranium – as per section 3.0 of the Statement of Work	10	Each	\$ \$
5	b	Handling and Disposal Fee	10	Each	\$ \$
10	а	Additional Lead-210 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
11	а	Additional Radium 226 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
12	а	Additional Radium-228 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
12	b	Handling and Disposal Fee	10	Each	\$ \$
13	а	Additional Methane – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
14	а	Additional Chloride – as per section 3.0 of the Statement of Work	190	Each	\$ \$
	b	Handling and Disposal Fee	190	Each	\$ \$
15	а	Additional Copper – as per section 3.0 of the Statement of Work	190	Each	\$ \$
	b	Handling and Disposal Fee	190	Each	\$ \$
16	а	Additional Lead – as per section 3.0 of the Statement of Work	190	Each	\$ \$
	b	Handling and Disposal Fee	190	Each	\$ \$
17	а	Additional Nitrate – as per section 3.0 of the Statement of Work	190	Each	\$ \$
	b	Handling and Disposal Fee	190	Each	\$ \$

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18	а	Additional Total Phosphorus – as per section 3.0 of the Statement of Work	190	Each	\$	\$
10	b	Handling and Disposal Fee	190	Each	\$	\$
19	а	Additional Total suspended solid – as per section 3.0 of the Statement of Work	190	Each	\$	\$
19	b	Handling and Disposal Fee	190	Each	\$	\$
20	a	Additional Zinc – as per section 3.0 of the Statement of Work	190	Each	\$	\$
20	b	Handling and Disposal Fee	190	Each	\$	\$
	Total Standing Offer Period 1 (applicable taxes excluded)					

Standing Offer Period 2: May 1, 2022 to April 30, 2023

lte	m	Description	Est. Qty. (A)	Unit (B)	Unit Price (C)	Total D (AxC = D)
	а	Spring testing – as per section 3.0 of the Statement of Work	154	Each	\$	\$
1	b	Handling and Disposal Fee	154	Each	\$	\$
2	а	Full suite testing	46	Each	\$	\$
L	b	Handling and Disposal Fee	46	Each	\$	\$
3	а	Fall testing – as per section 3.0 of the Statement of Work	200	Each	\$	\$
5	b	Handling and Disposal Fee	200	Each	\$	\$
4	а	Winter testing – as per section 3.0 of the Statement of Work	200	Each	\$	\$
4	b	Handling and Disposal Fee	200	Each	\$	\$
5	а	Additional microbiological testing – as per section 3.0 of the Statement of Work	65	Each	\$	\$
	b	Handling and Disposal Fee	65	Each	\$	\$

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6	а	Additional THM testing – as per section 3.0 of the Statement of Work	1	Each	\$ \$
	b	Handling and Disposal Fee	1	Each	\$ \$
7	а	Additional Gross alpha activity – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
8	а	Additional Gross beta activity – as per section 3.0 of the Statement of Work	10	Each	\$ \$
Ŏ	b	Handling and Disposal Fee	10	Each	\$ \$
9	а	Additional Uranium – as per section 3.0 of the Statement of Work	10	Each	\$ \$
9	b	Handling and Disposal Fee	10	Each	\$ \$
40	а	Additional Lead-210 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
10	b	Handling and Disposal Fee	10	Each	\$ \$
11	а	Additional Radium 226 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
12	а	Additional Radium-228 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
13	а	Additional Methane – as per section 3.0 of the Statement of Work	10	Each	\$ \$
13	b	Handling and Disposal Fee	10	Each	\$ \$
14	а	Additional Chloride – as per section 3.0 of the Statement of Work	190	Each	\$ \$
14	b	Handling and Disposal Fee	190	Each	\$ \$
15	а	Additional Copper – as per section 3.0 of the Statement of Work	190	Each	\$ \$
10	b	Handling and Disposal Fee	190	Each	\$ \$

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Title:
RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National
Urban Park Properties

16	а	Additional Lead – as per section 3.0 of the Statement of Work	190	Each	\$ \$
10	b	Handling and Disposal Fee	190	Each	\$ \$
17	a	Additional Nitrate – as per section 3.0 of the Statement of Work	190	Each	\$ \$
17	b	Handling and Disposal Fee	190	Each	\$ \$
18	а	Additional Total Phosphorus – as per section 3.0 of the Statement of Work	190	Each	\$ \$
18	b	Handling and Disposal Fee	190	Each	\$ \$
	a	Additional Total suspended solid – as per section 3.0 of the Statement of Work	190	Each	\$ \$
19	b	Handling and Disposal Fee	190	Each	\$ \$
20	а	Additional Zinc – as per section 3.0 of the Statement of Work	190	Each	\$ \$
20	b	Handling and Disposal Fee	190	Each	\$ \$
	Total Standing Offer Period 2 (applicable taxes excluded)			\$	

Standing Offer Period 3: May 1, 2023 to April 30th 2024

Item Description		Est. Qty. (A)	Unit (B)	Unit Price (C)	Total D (AxC = D)	
1	aSpring testing – as per section 3.0 of the Statement of Work154Each		Each	\$	\$	
1 b		Handling and Disposal Fee	154	Each	\$	\$
2	а	Full suite testing	46	Each	\$	\$
2 —	b	Handling and Disposal Fee	46	Each	\$	\$
2	a Fall testing – as per section 3.0 of the Statement of Work		200	Each	\$	\$
3	b	Handling and Disposal Fee	200	Each	\$	\$
4	а	Winter testing – as per section 3.0 of the Statement of Work	200	Each	\$	\$

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	b	Handling and Disposal Fee	200	Each	\$ \$
5	а	Additional microbiological testing – as per section 3.0 of the Statement of Work	65	Each	\$ \$
	b	Handling and Disposal Fee	65	Each	\$ \$
6	а	Additional THM testing – as per section 3.0 of the Statement of Work		Each	\$ \$
	b	Handling and Disposal Fee	1	Each	\$ \$
7	а	Additional Gross alpha activity – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
8	а	Additional Gross beta activity – as per section 3.0 of the Statement of Work	10	Each	\$ \$
0	b	Handling and Disposal Fee	10	Each	\$ \$
9	а	Additional Uranium – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
10	а	Additional Lead-210 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
11	а	Additional Radium 226 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
	b	Handling and Disposal Fee	10	Each	\$ \$
12	а	Additional Radium-228 – as per section 3.0 of the Statement of Work	10	Each	\$ \$
12	b	Handling and Disposal Fee	10	Each	\$ \$
13	а	Additional Methane – as per section 3.0 of the Statement of Work	10	Each	\$ \$
13	b	Handling and Disposal Fee	10	Each	\$ \$
14	а	Additional Chloride – as per section 3.0 of the Statement of Work	190	Each	\$ \$

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	b	Handling and Disposal Fee	190	Each	\$	\$
15	а	Additional Copper – as per section 3.0 of the Statement of Work	190	Each	\$	\$
10	b	Handling and Disposal Fee	190	Each	\$	\$
16	а	Additional Lead – as per section 3.0 of the Statement of Work	190	Each	\$	\$
10	b	Handling and Disposal Fee	190	Each	\$	\$
17	а	Additional Nitrate – as per section 3.0 of the Statement of Work	190	Each	\$	\$
17	b	Handling and Disposal Fee	190	Each	\$	\$
18	а	Additional Total Phosphorus – as per section 3.0 of the Statement of Work	190	Each	\$	\$
10	b	Handling and Disposal Fee	190	Each	\$	\$
19	а	Additional Total suspended solid – as per section 3.0 of the Statement of Work	190	Each	\$	\$
19	b	Handling and Disposal Fee	190	Each	\$	\$
20	а	Additional Zinc – as per section 3.0 of the Statement of Work	190	Each	\$	\$
20	b	Handling and Disposal Fee	190	Each	\$	\$
	Total Standing Offer Period 3 (applicable taxes excluded)				\$	

TOTAL OF ALL TABLES				
Standing Offer Period 1: Standing Offer Award to April 30th 2022	\$			
Standing Offer Period 2: May 1, 2022 to April 30th 2023	\$			
Standing Offer Period 3: May 1, 2023 to April 30th 2024	\$			
TOTAL EVALUATED PRICE (applicable taxes excluded)	\$			

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1. Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

Technical offers will be evaluated against the mandatory technical evaluation criteria at **Annex C to Part 4 of the Request for Standing Offers**.

4.1.1.2. Point Rated Technical Criteria

Technical offers will be evaluated against the point rated technical evaluation criteria Annex C to Part 4 of the Request for Standing Offers.

4.1.2. Financial Evaluation

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

4.1.3. Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 10 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
- 2. Bids not meeting choose (a) or (b) or (c) 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 standing offer.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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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
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
0\	verall Rating	1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Offer

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, <u>if applicable</u>, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 the Issuance of a Standing Offer and Additional Information

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

5.2.1. Integrity Provisions – Required Documentation

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

The Offeror, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must provide the information requested at **Annex D to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or 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 Former Public Servants, the Offeror must provide the information requested at **Annex E to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

5.2.3. Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada – Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

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

PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 6.1. Offer
- **6.1.1.** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

6.2. Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2005</u> (2017-06-21), General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.4. Term of Standing Offer

6.4.1. Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing Offer Award to April 30, 2024.

6.4.2. Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the Standing Offer.

6.5. Authorities

6.5.1. Standing Offer Authority

The Standing Offer Authority is:

Laura Lowson Contracting Advisor Parks Canada Agency National Contracting Services Chief Financial Officer Directorate Telephone: 343-585-2754

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E-mail address: laura.lowson@canada.ca

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

6.5.2. Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

6.5.3. Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Representative's Name:				
Representative's Title:				
Vendor/ Firm Name:				
Physical Address:				
City:	Province/ Territory:		Postal Code:	
Telephone:		Facsimile:		
Email Address:				
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:				

6.6. **Proactive Disclosure of Contracts with Former Public Servants**

*** SACC Manual clause A3025C to be inserted at issuance of a Standing Offer, if applicable ***

6.7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Parks Canada Rouge National Urban Park.

6.8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.

- **6.8.1.** Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- **6.8.2.** An equivalent form or electronic call-up document which contains at a minimum the following information:
 - (a) Standing Offer number;
 - (b) Statement that incorporates the terms and conditions of the Standing Offer;
 - (c) Description and unit price for each line item;
 - (d) Total value of the call-up;
 - (e) Point of delivery;
 - (f) Confirmation that funds are available under section 32 of the Financial Administration Act;
 - (g) Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 80,000.00, Applicable Taxes included.

6.10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$300,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services;
- (d) The general conditions <u>2010B</u> (2020-05-28) General conditions: Professional services (medium complexity);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) The Offeror's offer dated *** to be inserted at issuance of a Standing Offer ***.

6.12. Certifications and Additional Information

6.12.1. Compliance

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

6.13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in *** to be inserted at issuance of a Standing Offer ***.

B. RESULTING CONTRACT CLAUSES

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

6.1. Statement of Work

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

6.2. Standard Clauses and Conditions

6.2.1. General Conditions

<u>2010B</u> (2020-05-28), General Conditions – Professional Services (Medium Complexity) apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

6.3. Term of Contract

6.3.1. Period of the Contract

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

6.4. **Proactive Disclosure of Contracts with Former Public Servants**

*** SACC Manual clause A3025C to be inserted at issuance of a standing offer, if applicable ***

6.5. Payment

6.5.1. Basis of Payment

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

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

6.5.2. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

6.6. Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.7. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.8. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

Client Reference No.: N/A 00 Laura Lowson
Title:
RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National
Urban Park Properties

Contracting Authority:

ANNEX A

STATEMENT OF WORK

Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

Amendment No.:

1.0 Objective

The objective of the project is to access the quality of treated water sample (groundwater) from various sampling points at RNUP as and when requested.

2.0 Background

Rouge National Urban Park (RNUP) includes an asset portfolio of over 200 residential properties, 6 office locations and 2 public washroom facilities. About 176 properties are currently occupied. RNUP takes responsibilities in providing safe drinking water to the employees and tenants. This water testing program has been developed to assess the water quality at the location of each office and tenanted residency. The occupancy of tenanted residences varies over time.

3.0 Scope of Work

Perform lab water testing to each sample dropped off in the duration of the project (spring, fall, winter), as and when requested, according to specific analytical requirements.

- Spring: (May- June)
- Fall: (Sept- Oct)
- Winter: (Jan- Feb)

Extra testing for microbiological parameters is required for sites where E.Coli/Total coliforms were found. Extra testing is also required for some of the households with potable water.

3.1 Analytical requirements

	Analytical requirements
Full Suite Testing	See Appendix A
Spring Testing	Microbiological, Nitrate, Nitrite, Iron,
	Manganese, Lead, Sodium
Fall Testing	Microbiological, Nitrate, Nitrite
Winter Testing	Microbiological, Nitrate, Nitrite
Extra Testing (As required from time to time)	Microbiological, THM,
	Gross alpha activity,
	Gross beta activity
	Uranium
	Lead-210
	Radium-226
	Radium-228
	Methane
	Chloride
	Copper
	Lead
	Nitrate

Client Reference No.: N/A **Title:** RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

Total Phosphorus Total suspended solid Zinc	
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Analytical results are to be compared to the following:

- 1. Ontario Drinking Water Quality Standards (ODWQS)
- 2. Guidelines for Canadian Drinking Water Quality Standards (GCDWQ)

3.2 Tasks/Technical Specifications

- The detection limits must be less than the guideline being used. Samples are to be analyzed with the minimum detection limits equal to or below the most stringent of all the applicable criteria that is to be used for the project.
- The laboratory must be accredited by either the Canadian Association for Laboratory Accreditation (CALA) or Standards Council of Canada (SCC) and possess an Ontario MOE *Certificate of Drinking Water Testing License*. Sample analyses are to follow appropriate standard analytical practise.
- The lab should consider the relative sample hold times applicable to the type of parameters and analysis required and will ensure tests to be done within appropriate timeframe.

4.0 Responsibility and General Requirements

- Emergency Notification: If the lab discovers any E.Coli/ Total Coliform in the sample, the lab will notify RNUP within 1 hour of confirming test results. The lab will not undertake any correspondence with regulating authorities (e.g. MOE).
- The lab is to provide after-hour drop off solutions, sampling bottles and chain of custody forms.
- The lab is to provide a responsible person and contact information for the project.

5.0 Deliverables

- The lab results must be provided in Excel format. The use of "non-detect" in analytical tables is not acceptable. The actual lab detection limit must be reported (eg. <0.0001). Copies of all laboratory certificates and Chain of Custody documents will be appended in a PDF file.
- The results shall be formatted in <u>underlined</u> when exceeding ODWQS, and shall be <u>BOLD</u> and formatted in grey when exceeding GCDWQ.
- Lab results must be sent in Excel format to the RNUP Technical Authority in (5) business days after submission to the lab. All lab results should be complied on one Excel sheet at each round of the project in (5) business days. The file should be named "RNUP Water Testing Result DDMMYY" and formatted according to Appendix A

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 Contracting Authority:
 Ver.02.08.21

 00
 Laura Lowson

 Title:
 RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

Appendix A

The Appendix A is included under separate attachment "Appendix A".

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Client Reference No.: N/A

Contracting Authority: Laura Lowson Amendment No.: 00 **Title:** RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

ANNEX B

BASIS OF PAYMENT

*** to be inserted at issuance of a Standing Offer ***

Contracting Authority: Laura Lowson

Client Reference No.: N/A **Title:** RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

ANNEX C TO PART 4 OF THE REQUEST FOR STANDING OFFERS

TECHNICAL EVALUATION

Mandatory Technical Criteria

	Mandatory Criteria	
M1	CALA & SSC accreditation	
	The laboratory must have either CALA or SSC accreditation and possess an Ontario MOE <i>Certificate of Drinking Water Testing License.</i>	
	A copy of the valid accreditation and Ontario MOE certification must be provided with the offer.	
M2	Location	
	The laboratory must be located within 75 km radius from 7277 14th Ave, Markham.	

Point Rated Technical Criteria

Point Rated Criteria	Maximum Score	Minimum Score
Location of Lab:	50	10
Bidders will be awarded points on their proximity to 7277 14th Ave, Markham.		
0-15 km – 50 points >15-30 km – 40 points		
>45-60 km – 20 points		
	Location of Lab: Bidders will be awarded points on their proximity to 7277 14th Ave, Markham. 0-15 km – 50 points >15-30 km – 40 points >30-45 km – 30 points	Location of Lab:ScoreBidders will be awarded points on their proximity to 7277 14th Ave, Markham.500-15 km - 50 points >15-30 km - 40 points >30-45 km - 30 points >45-60 km - 20 points50

Contracting Authority:

ANNEX D TO PART 5 OF THE REQUEST FOR STANDING OFFERS

Amendment No.:

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (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

ntity vned Corporation etor
v

Supplier's Procurement Business Number (optional):

List of Names

Name	Title

Amendment No.: 00

Contracting Authority: Laura Lowson

Client Reference No.: N/A

Title:

RFSO Lab Testing Program to Assess Drinking Water Quality on Rouge National Urban Park Properties

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

ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS

FORMER PUBLIC SERVANT

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits</u> <u>Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation</u> <u>Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament</u> <u>Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

Client Reference No.: N/A

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published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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