



RETURN OFFERS TO:

Parks Canada Agency Bid Receiving Unit
National Contracting Services

Offer Fax: **1-877-558-2349**

Offer E-mail Address:

soumissionsest-bidseast@pc.gc.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 – Water Testing Laboratory Program / Rouge National Urban Park	
Solicitation No.: 5P300-23-0293/A	Date: May 30, 2024
Client Reference No.: N/A	

Solicitation Closes: At: 2:00 PM On: June 24, 2024	Time Zone: EDT
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F.O.B.: Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address Enquiries to: Nicholas Moïse
Telephone No.: 343-585-4589
Email Address: nicholas.moise@pc.gc.ca
Destination of Goods, Services, and Construction: 10725 Reesor Road, Markham, ON L6B 1A8

***** TO BE COMPLETED BY THE OFFEROR *****

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

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Amendment No.:
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Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Water Testing Laboratory Program / Rouge National Urban Park

IMPORTANT NOTICE TO OFFERORS

OFFERS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

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

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is soumissionest-bidseast@pc.gc.ca. Offers submitted by email directly to the Standing Offer Authority or to any email address other than soumissionest-bidseast@pc.gc.ca will not be accepted.

The only acceptable facsimile for responses to the RFSO is **1-877-558-2349**.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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:
<http://www.directdeposit.gc.ca>

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PART 1 – GENERAL INFORMATION

1.1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A. Standing Offer, and 7B. Resulting Contract Clauses:
 - 7A. includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B. includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Technical Evaluation 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.

1.3. Security Requirements

- 1.3.1.** 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.

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PART 2 – OFFEROR INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2023-06-08) 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 Canada Post Corporation's Connect service of section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service of the Standard Instructions [2006](#) 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 or by courier will not be accepted.

The only acceptable facsimile for responses to the RFSO is **1-877-558-2349**.

The only acceptable email address for responses to the RFSO is soumissionsest-bidseast@pc.gc.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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

2.3. Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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

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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 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 [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)

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.

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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 Basis of Payment at **Annex B**.

3.1.1. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the bid non-responsive.

Section III: Certifications

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

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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 specified 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 specified at **Annex C to Part 4 of the Request for Standing Offers**.

4.1.2. Financial Evaluation

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

4.1.3. Basis of Selection

4.1.3.1. Highest Combined Rating of Technical Merit [60%] and Price [40%]

1. To be declared responsive, an offer must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum points specified for criterion number 3.1 for the technical evaluation, and
 - (d) 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 60 points.
2. Offers not meeting (a) or (b) or (c) and (d) 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 offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%

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5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40 %
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three offers 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 equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit [60%] and Price [40%]

		Offeror 1	Offeror 2	Offeror 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1. Certifications Required with the Offer

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

5.1.1. Integrity Provisions – Declaration of Convicted Offences

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

5.2. 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 [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Offeror, regardless of their status under the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), 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 F to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

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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 [Employment and Social Development Canada – Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) 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.

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PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1. Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2. 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.

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PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1. Offer

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

7.2. Security Requirements

7.2.1. There are **NO SECURITY REQUIREMENTS** as long as the contractor has no access to protected or classified information or sensitive assets* and is treated as a visitor and **MUST BE escorted at all times** if work must be performed inside operational zones or restricted non-public areas such as PCA compounds or buildings.

**Sensitive assets may include: cash, artefacts, firearms, explosives, keys, vehicles, historic sites and bldgs., electronic equipment, IT networks, critical installations and systems, etc.*

7.2.2. The contractor/vendor's personnel as well as their subcontractors **MUST NOT** remove any PCA information or assets from the identified work site(s) without consent from a PCA employee, and they must ensure that their personnel are made aware of and comply with this restriction.

7.3. Standard Clauses and Conditions

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

7.3.1. General Conditions

[2005](#) (2022-12-01), 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.

7.4. Term of Standing Offer

7.4.1. Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing Offer award to June 30, 2025 inclusive.

7.4.2. Extension of Standing Offer

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

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

7.5. Authorities

7.5.1. Standing Offer Authority

The Standing Offer Authority is:

Nicholas Moïse
Procurement Advisor
Parks Canada Agency
National Contracting Services
Chief Financial Officer Directorate
111 Water Street East, Cornwall, ON K6H 6S2

Telephone: 343-585-4589

E-mail address: nicholas.moise@pc.gc.ca

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

7.5.2. Project Authority

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.

7.5.3. Offeror's Representative

The Offeror's Representative for the Standing Offer is:

*** to be submitted with the offer ***

Representative's Name:
Representative's Title:
Legal Vendor/ Firm Name:
Operating Vendor/ Firm Name (if different than above):
Physical Address:

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City:	Province/ Territory:	Postal Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

7.6. Proactive Disclosure of Contracts with Former Public Servants

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

7.7. Identified Users

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

Parks Canada – Rouge National Urban Park

7.8. Call-up Instrument

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

- 7.8.1.** 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.
- 7.8.2.** 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.

7.9. Limitation of Call-ups

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

7.10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ _____ *** to be provided at issuance of the Standing Offer *** (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

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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.

7.11. Priority of Documents

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

- (a) The call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions [2005](#) (2022-12-01), General Conditions – Standing Offers – Goods or Services;
- (d) The general conditions [2010B](#) (2022-12-01), 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 the Standing Offer *****.

7.12. Certifications and Additional Information

7.12.1. Compliance

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

7.13. 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 the Standing Offer *****.

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B. RESULTING CONTRACT CLAUSES

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

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

7.2.1. General Conditions

[2010B](#) (2022-12-01), 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.

7.2.2. Supplemental General Conditions

7.2.2.1. Compliance with On-site Measures, Standing Orders, Policies, and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.3. Term of Contract

7.3.1. Period of the Contract

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

7.4. Proactive Disclosure of Contracts with Former Public Servants

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

7.5. Payment

7.5.1. Basis of Payment: Cost reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in **Annex B**, to a limitation of expenditure of \$_____*** to be identified in the call-up against the Standing Offer ***. Customs duties are included and Applicable Taxes are extra.

7.5.2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____*** to be identified in the call-up against the Standing Offer ***. Customs duties are included and Applicable Taxes are extra.

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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.

7.5.3. 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.

7.6. 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 invoice must be forwarded electronically to the Project Authority for certification and payment.

7.7. 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.

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7.8. 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.

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ANNEX A

STATEMENT OF WORK

1.0 Objective

To assess the quality of treated and raw water sample (groundwater and surface water) from various sampling points at Rouge National Urban Park (RNUP) as and when requested.

2.0 Background

RNUP includes an asset portfolio of over 200 residential properties, 6 office locations and 2 public washroom facilities. About 160 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.

RNUP's Resource Conservation team also has a water sampling program in place to assess river water quality and will require various testing occasionally.

3.0 Scope of Work

3.1 Testing Periods

Perform lab water testing to each sample dropped off according to the Testing Periods (i.e., spring, summer, winter), as and when requested, according to specific analytical requirements.

- Spring: (May- June)
- Summer: (August)
- Winter: (Nov- Dec)

3.2. Sampling Frequency

Samples will be submitted daily on Monday to Thursday during the week in three (3) different months (Spring/Summer/Winter) of the year. Each day samples will be submitted for about six (6) locations for various parameters depending on the season. Additional samples will be submitted throughout the year as a follow-up case by case scenario.

There will be surface water samples submitted every month for Escherichia Coli (E.coli), Chloride, Copper, Lead, Nitrate, Total Phosphorus, Total suspended solid and Zinc on specific days for the entire year.

Extra testing for microbiological parameters is required for sites where E.coli/ Total coliform (Total coli.) were found. Extra testing is also required for some of the households with potable water.

Full Suite testing is typically performed on new wells, when there are changes in water quality, or the installation of new water treatment equipment.

3.3 Analytical Requirements

Testing Periods	Analytical Requirements
Full Suite Testing	See Appendix 1 – Water Testing Results Reporting

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Spring Testing	Microbiological (E.coli/ Total coli), Nitrate, Nitrite, Lead (1 Litre standing)
Summer Testing	Microbiological (E.coli/ Total coli.), Nitrate, Nitrite
Winter Testing	Microbiological (E.coli/ Total coli.), Nitrate, Nitrite
Extra Testing (As required occasionally)	Microbiological(E.coli/ Total coli.) Trihalomethane (THM), Gross alpha activity, Gross beta activity Uranium Lead-210 Radium-226 Radium-228 Methane Iron Chloride Manganese Lead (1 Litre standing), Sodium Hardness (Calcium carbonate (CaCO ₃)) Glyphosate Diquat Diuron Guthion (Azinphos-methyl) Paraquat Chloride Copper Lead Nitrate Total Phosphorus Total suspended solid Zinc

Analytical results for treated drinking water are to be compared to the following:

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

Analytical results for non-treated groundwater or surface water are to be compared to the following:

1. Provincial Water Quality Objectives (PWQO)

3.4 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 are outlined in this Annex A – Statement of Work.
- The laboratory must be accredited by either the Canadian Association for Laboratory Accreditation (CALA) or Standards Council of Canada (SCC) and possess an Ontario Ministry of the Environment (MOE) Certificate of Drinking Water Testing License. Sample analyses are to follow appropriate standard analytical practise.

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- The lab must 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.
- Hold times are determined by the current version of the 'Practices for the Collection and Handling of Drinking Water Samples' document from the Laboratory Services Branch of the Ontario MOE.

4.0 Responsibility and General Requirements

- **Emergency Notification:** If the lab discovers any E.Coli. and/or Total Coli. in the drinking water sample, the lab must notify RNUP within 1 hour of confirming test results. The lab will not undertake any correspondence with regulating authorities (e.g., MOE). Drinking water data is not required to be reported to any external authorities.
- Data does not need to be uploaded into the drinking water database.
- The lab must provide after-hour drop off solutions, sampling bottles and Chain of Custody forms.
- The lab may be required to handle and dispose samples.

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 (e.g., <0.0001). Copies of all laboratory certificates and Chain of Custody documents must be appended in a PDF file.
- The results must be formatted in underlined when exceeding ODWQS, and must be in bold, red, or highlighted and formatted in grey when exceeding GCDWQ.
- Lab results must be sent in Excel format to the RNUP Project Authority within five (5) business days after submission to the lab. All lab results should be compiled on one Excel sheet at each Testing Period (i.e., Spring, Summer, Winter) within five (5) business days. The file should be named "RNUP Water Testing Result DDMMYY" and formatted according to **Appendix 1 - Water Testing Results Reporting**.

6.0 Greening and Sustainability Measures

Offerors are strongly encouraged to adopt green initiatives during the performance of the Work, such as employing:

- use of energy efficient equipment
- products used for testing are considered green (i.e., environmentally friendly solvents)
- waste recycling initiatives
- water conservation efforts (e.g., employing automated systems to minimize wastage)
- Ordering from sustainable suppliers

7.0 Indigenous Considerations

Best efforts should be made to hire, train, or subcontract to Indigenous individuals.

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ANNEX B

BASIS OF PAYMENT

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) Offerors must submit their financial bid in accordance with this Basis of Payment.
- (c) The offer must be submitted in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (d) Total Combined Evaluated Estimated Bid Price Calculation:
 - a. For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table A through Table C.

A. Standing Offer Period – July 1, 2024 to June 30, 2025

A. Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Testing as per Section 3.0 of Annex A – Statement of Work:					
A.1	Full Suite Testing	Per Testing	\$	10	\$
A.2	Spring Testing	Per Testing	\$	200	\$
A.3	Summer Testing	Per Testing	\$	200	\$
A.4	Winter Testing	Per Testing	\$	200	\$
Handling and Disposal Fee for Testings A.1 to A.4:					
A.5	Handling and Disposal Fee for Testings	Per Testing	\$	610	\$
Additional Testing as per Section 3.0 of Annex A – Statement of Work:					
A.6	Microbiological	Per Test	\$	65	\$

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A.7	THM	Per Test	\$	1	\$
A.8	Gross Alpha Activity	Per Test	\$	10	\$
A.9	Gross Beta Activity	Per Test	\$	10	\$
A.10	Uranium	Per Test	\$	10	\$
A.11	Lead-210	Per Test	\$	10	\$
A.12	Radium-226	Per Test	\$	10	\$
A.13	Radium-228	Per Test	\$	10	\$
A.14	Methane	Per Test	\$	10	\$
A.15	Iron	Per Test	\$	10	\$
A.16	Chloride	Per Test	\$	10	\$
A.17	Manganese	Per Test	\$	10	\$
A.18	Lead (1 Litre Standing)	Per Test	\$	10	\$
A.19	Sodium	Per Test	\$	10	\$
A.20	Calcium Carbonate	Per Test	\$	10	\$
A.21	Glyphosate	Per Test	\$	10	\$
A.22	Diquat	Per Test	\$	10	\$
A.23	Diuron	Per Test	\$	10	\$
A.24	Guthion	Per Test	\$	10	\$
A.25	Paraquat	Per Test	\$	10	\$
A.26	Chloride	Per Test	\$	10	\$

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A.27	Copper	Per Test	\$	10	\$
A.28	Lead	Per Test	\$	10	\$
A.29	Nitrate	Per Test	\$	10	\$
A.30	Total Phosphorus	Per Test	\$	10	\$
A.31	Total Suspended Solid	Per Test	\$	10	\$
A.32	Zinc	Per Test	\$	10	\$
Handling and Disposal Fee for Additional Testings A.6 to A.32:					
A.33	Handling and Disposal Fee for Additional Testings	Per Testing	\$	316	\$
(A)	TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

B. Option Period 1 – July 1, 2025 to June 30, 2026

B. Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Testing as per Section 3.0 of Annex A – Statement of Work:					
B.1	Full Suite Testing	Per Testing	\$	10	\$
B.2	Spring Testing	Per Testing	\$	200	\$
B.3	Summer Testing	Per Testing	\$	200	\$
B.4	Winter Testing	Per Testing	\$	200	\$
Handling and Disposal Fee for Testings B.1 to B.4:					
B.5	Handling and Disposal Fee for Testings	Per Testing	\$	610	\$

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Additional Testing as per Section 3.0 of Annex A – Statement of Work:

B.6	Microbiological	Per Testing	\$	65	\$
B.7	THM	Per Testing	\$	1	\$
B.8	Gross Alpha Activity	Per Testing	\$	10	\$
B.9	Gross Beta Activity	Per Testing	\$	10	\$
B.10	Uranium	Per Testing	\$	10	\$
B.11	Lead-210	Per Testing	\$	10	\$
B.12	Radium-226	Per Testing	\$	10	\$
B.13	Radium-228	Per Testing	\$	10	\$
B.14	Methane	Per Testing	\$	10	\$
B.15	Iron	Per Testing	\$	10	\$
B.16	Chloride	Per Testing	\$	10	\$
B.17	Manganese	Per Testing	\$	10	\$
B.18	Lead (1 Litre Standing)	Per Testing	\$	10	\$
B.19	Sodium	Per Testing	\$	10	\$
B.20	Calcium Carbonate	Per Testing	\$	10	\$
B.21	Glyphosate	Per Testing	\$	10	\$
B.22	Diquat	Per Testing	\$	10	\$
B.23	Diuron	Per Testing	\$	10	\$
B.24	Guthion	Per Testing	\$	10	\$
B.25	Paraquat	Per Testing	\$	10	\$

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B.26	Chloride	Per Testing	\$	10	\$
B.27	Copper	Per Testing	\$	10	\$
B.28	Lead	Per Testing	\$	10	\$
B.29	Nitrate	Per Testing	\$	10	\$
B.30	Total Phosphorus	Per Testing	\$	10	\$
B.31	Total Suspended Solid	Per Testing	\$	10	\$
B.32	Zinc	Per Testing	\$	10	\$
Handling and Disposal Fee for Additional Testings B.6 to B.32:					
B.33	Handling and Disposal Fee for Additional Testings	Per Testing	\$	316	\$
(B)	TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

C. Option Period 2 – July 1, 2026 to June 30, 2027

C. Firm Unit Prices

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined.

Item No.	Description	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Extended Total = a x b
Testing as per Section 3.0 of Annex A – Statement of Work:					
C.1	Full Suite Testing	Per Testing	\$	10	\$
C.2	Spring Testing	Per Testing	\$	200	\$
C.3	Summer Testing	Per Testing	\$	200	\$
C.4	Winter Testing	Per Testing	\$	200	\$
Handling and Disposal Fee for Testings C.1 to C.4:					

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C.5	Handling and Disposal Fee for Testings	Per Testing	\$	610	\$
Additional Testing as per Section 3.0 of Annex A – Statement of Work:					
C.6	Microbiological	Per Testing	\$	65	\$
C.7	THM	Per Testing	\$	1	\$
C.8	Gross Alpha Activity	Per Testing	\$	10	\$
C.9	Gross Beta Activity	Per Testing	\$	10	\$
C.10	Uranium	Per Testing	\$	10	\$
C.11	Lead-210	Per Testing	\$	10	\$
C.12	Radium-226	Per Testing	\$	10	\$
C.13	Radium-228	Per Testing	\$	10	\$
C.14	Methane	Per Testing	\$	10	\$
C.15	Iron	Per Testing	\$	10	\$
C.16	Chloride	Per Testing	\$	10	\$
C.17	Manganese	Per Testing	\$	10	\$
C.18	Lead (1 Litre Standing)	Per Testing	\$	10	\$
C.19	Sodium	Per Testing	\$	10	\$
C.20	Calcium Carbonate	Per Testing	\$	10	\$
C.21	Glyphosate	Per Testing	\$	10	\$
C.22	Diquat	Per Testing	\$	10	\$
C.23	Diuron	Per Testing	\$	10	\$
C.24	Guthion	Per Testing	\$	10	\$

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C.25	Paraquat	Per Testing	\$	10	\$
C.26	Chloride	Per Testing	\$	10	\$
C.27	Copper	Per Testing	\$	10	\$
C.28	Lead	Per Testing	\$	10	\$
C.29	Nitrate	Per Testing	\$	10	\$
C.30	Total Phosphorus	Per Testing	\$	10	\$
C.31	Total Suspended Solid	Per Testing	\$	10	\$
C.32	Zinc	Per Testing	\$	10	\$
Handling and Disposal Fee for Additional Testings C.6 to C.32:					
C.33	Handling and Disposal Fee for Additional Testings	Per Testing	\$	316	\$
(C)	TOTAL FIRM UNIT PRICES Sum of Extended Totals				\$

D. Total Evaluated Bid Price

Item	Description	Bid Price
(A)	Standing Offer Period – July 1, 2024 to June 30, 2025 SUB-TOTAL EVALUATED BID PRICE	\$
(B)	Option Period 1 – July 1, 2025 to June 30, 2026 SUB-TOTAL EVALUATED BID PRICE	\$
(C)	Option Period 2 – July 1, 2026 to June 30, 2027 SUB-TOTAL EVALUATED BID PRICE	\$
(D)	TOTAL EVALUATED BID PRICE Sum of Bid Prices	\$

Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

ANNEX C TO PART 4 OF THE REQUEST FOR STANDING OFFERS

TECHNICAL EVALUATION

1.0 Technical Offer Format

The technical offer must address clearly and in sufficient depth the items that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statements contained in the Technical Criteria and Request for Standing Offer (RFSO) is not sufficient.

In order to facilitate the evaluation of the offer, **Parks Canada strongly requests that Offerors address and present topics in the order of the evaluation criteria under the same headings.**

To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

The Offeror is advised to pay careful attention to the wording used throughout this RFSO. Failure to satisfy a term or condition of this RFSO may result in an offer being deemed non-responsive.

All information required for evaluation purposes must be included directly in the Offeror's technical offer. The evaluation team cannot consider information not provided directly in the technical offer (e.g., links to additional website content, reference checks).

2.0 Mandatory Technical Criteria

Technical offers will be evaluated against the mandatory technical criteria below.

For an offer to be declared responsive to the solicitation requirements, it must demonstrate and meet all of the mandatory technical criteria.

Offers declared non-responsive to the mandatory technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria	Met / Not Met		Remarks / Notes
		To Be Completed by Evaluation Team		
2.1	Canadian Association for Laboratory Accreditation (CALA) & Standards Council of Canada (SCC) accreditation:			
	The laboratory must have either CALA or SSC accreditation. A copy of the valid CALA or SSC accreditation should be provided with the Offer.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	•
2.2	Ontario Ministry of the Environment (MOE) certification:			
	The laboratory must possess an Ontario MOE <i>Certificate of Drinking Water Testing License</i> . A copy of the valid Ontario MOE certification should be provided with the Offer.	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	•

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2.3	Laboratory or Drop Off depot location:			
	<p>The laboratory or drop off depot location must be located within a 75 kilometres (km) radius from 7277 14th Avenue, Markham, ON.</p> <p>The Offeror:</p> <p>1. Should provide the address of the laboratory or drop off depot location</p> <p>and</p> <p>2. Should provide the method of transportation to meet sample holding time requirements.</p>	<input type="checkbox"/> Met	<input type="checkbox"/> Not Met	•

Offers that do not demonstrate and meet all of the mandatory technical criteria will be given no further evaluation.

3.0 Point Rated Technical Criteria

Technical offers will be evaluated against the point rated technical criteria below.

For an offer to be declared responsive to the solicitation requirements, it must meet or exceed the minimum points required for the point rated technical criteria. Offers that do not meet or exceed the minimum points required for the point rated technical criteria will be given no further evaluation.

Item No.	Evaluation Criteria	Maximum Score	Minimum Score	Points Awarded ***To be Completed by Evaluation Team***
3.1	Laboratory or Drop Off depot location:			
	<p>Offerors will be awarded points based on their proximity to 7277 14th Avenue, Markham, ON.</p> <p>Points will be awarded as follows:</p> <p><u>0-15 km – 50 points</u> <u>>15-30 km – 40 points</u> <u>>30-45 km – 30 points</u> <u>>45-60 km – 20 points</u> <u>>60-75 km – 10 points</u></p>	50	10	/50
3.2	Indigenous Business:			

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	<p>Offerors will be awarded <u>10 points</u> if they can demonstrate that their business is registered as an Indigenous business.</p> <p>The Offeror must be confirmed as an Indigenous business by verification of:</p> <ul style="list-style-type: none">• Indigenous Services Canada (ISC) Indigenous Business Directory https://www.sac-isc.gc.ca/rea-ibd• In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists• Canadian Council for Aboriginal Business https://www.ccab.com/main/ccab_member/• First Nations of Quebec and Labrador Economic Development Commission Directory of Aboriginal Businesses https://entreprises.cdepnql.org/#/• The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/• A list provided by a local First Nations, if applicable	10	0	/10
Total Score 3.1 + 3.2 ***To Be Completed by Evaluation Team***				/60

Solicitation No.:
5P300-23-0293/A

Amendment No.:
00

Contracting Authority:
Nicholas Moïse

Client Reference No.:
N/A

Title:
RFSO – Water Testing Laboratory Program / Rouge National Urban Park

ANNEX D TO PART 5 OF THE REQUEST FOR STANDING OFFERS

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

*** to be submitted with the offer ***

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

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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: _____

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ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS

FORMER PUBLIC SERVANT

*** to be submitted with the offer ***

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-1](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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