



National Research Council Canada
Administrative Services and
Property Management Branch

Conseil national de recherches Canada
Direction des services administratifs et
gestion de l'immobilier

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À COMMANDES**

**RETURN BIDS TO :
RETOURNER LES
SOUMISSIONS À :**

National Research Council Canada (NRC)
Procurement Services
1200 Montreal Road, Building M-22
Ottawa, Ontario
K1A 0R6

Title/Sujet Factory Audit and Field Inspection Services	
Solicitation No./N. de l'invitation 17-22122	Date January 29, 2018
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le March 13, 2018	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Melody Ellis Telephone No./N. de téléphone : (613) 993-4461	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

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

Proposition aux:

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



Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No./N° de téléphone Facsimile No./N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Factory Audit and Field Inspection Services

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit four (4) copies of a Technical Proposal and two (2) copies of a Financial Proposal in two (2) separate envelopes to fulfil the following requirement forming part of this Request for Standing Offer. One (1) envelope **must** be clearly marked 'Technical Proposal' and the other envelope **must** be marked 'Financial Proposal'. All financial information **must** be fully contained in the Financial Proposal, and only in the Financial Proposal. Vendors who provide financial information in the technical proposal will be disqualified. **All proposals should include the front page of this RFSO duly completed.**

2.0 SCOPE OF WORK

- 2.1 This is a Request for proposals to establish Standing Offers to provide factory audit and inspection services to the National Research Council of Canada as defined in **Appendix "A"**. The services will be performed on an "as and when required" basis.
- 2.2 For any Standing Offer issued as a result of this invitation, it is understood and agreed that:
- a) a contractual obligation will come into force only if there is an authorized Call-Up Against a Standing Offer (NRC Form 769) and only to the extent designated in the Call-Up;
 - b) a Standing Offer does not oblige the Project Authority to authorize or order any goods/services whatsoever or to spend the estimated expenditure or any monies whatsoever; and
 - c) the NRC's liability under a Standing Offer shall be limited to the actual amount of the individual "Call-Up" issued within the period specified.
- 2.3 The terms and conditions as set out herein will form part of the Standing Offer Agreement and will be incorporated into and form part of any and all authorized "Call-Up(s) Against a Standing Offer".
- 2.4 It is expected that approximately five (5) Standing Offer Agreements (SOAs) will be established as a result of this Request for Standing Offer. The numbers of SOA can be more or less at NRC's sole discretion.
- 2.5 Call-ups against the Standing Offer will be offered based on the vendors' respective strengths and specialties, at the sole discretion of the NRC Project Authority, irrespective of evaluation ranking.

3.0 PERIOD OF STANDING OFFER

- 3.1 The period for placing call-ups against Standing Offers resulting from this Request For Standing Offer (RFSO) shall be from April 1, 2018 to March 31, 2019.
- 3.2 There is an option to renew at NRC's discretion for one (1) subsequent one-year period, subject to satisfactory performance and agreement upon a satisfactory fee structure for that period.

4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFSO, address all queries to the Contracting Authority, identified below, at least 10 working days before the closing date. All queries must be in writing and queries received less than 10 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Melody Ellis
Contracting Authority, Procurement Services

National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 993-4461
Email: melody.ellis@nrc-cnrc.gc.ca

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFSO during the solicitation period through any NRC contacts other than the Contracting Authority identified herein may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFSO.

5.0 PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS

- 5.1 Proposals must be delivered not later than **14:00 EDT, March 13, 2018**, to the following **Contracting Authority**:

Melody Ellis
Contracting Authority, Procurement Services
National Research Council Canada
1200 Montreal Road, Bldg. M-22
Ottawa, Ontario K1A 0R6 Telephone: (613) 993-4461

Proposals must not be sent directly to the Project Authority

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFSO No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix "E"**.
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 NRC will not accept any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

6.0 EVALUATION CRITERIA

- 6.1 Proposals will be assessed in accordance with the mandatory and rated evaluation criteria attached as **Appendix "B"**. Bidders should provide a detailed response to

each criterion. NRC reserves the right to verify any and all information provided by the bidder in his/her proposal.

7.0 FINANCIAL PROPOSAL

- 7.1 The financial proposal must be a **fixed price quotation, excluding GST/HST**. The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based.
- 7.2 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFSO and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 7.3 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or Standing Offer period.

8.0 CONDITIONS OF SUBMISSION

- 8.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation.
- A Standing Offer will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 8.2 The method of selection will be the proposal with the highest rating of technical merit will be recommended for a contract award.
- 8.3 Proposals submitted must be valid for not less than one hundred and twenty (120) calendar days from the closing date of the RFSO.
- 8.4 Your proposal should contain the following statement:
- "We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 8.5 Any Standing Offer resulting from this invitation will be subject to the General Conditions 2035 (copy attached as **Appendix "D"**) and any other special conditions that may apply.

9.0 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY

- 9.1 All confidential information gathered or viewed or any product developed as a result of this RFSO must be treated as confidential and as NRC property.

10.0 CONFIDENTIALITY

- 10.1 This document is UNCLASSIFIED; however, the contractor shall treat as confidential, during as well as after the services contracted for, any information of the affairs of NRC of a confidential nature to which its servants or agents become privy.

11.0 CRIMINAL CODE OF CANADA

- 11.1 Canada may reject an offer where the Bidder, or any employee or subcontractor included as part of the offer, has been convicted under section 121 ("Frauds on the government" & Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code.

12.0 DEBRIEFINGS

- 12.1 After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

ADDITIONAL STANDING OFFER CLAUSES

Bidder compliance with all of the following clauses, terms and conditions of the resulting Standing Offer is mandatory.

13.0 T4-A SUPPLEMENTARY SLIPS

- 13.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services Standing Offers (including Standing Offers involving a mix of goods and services) must be reported on a T4A Supplementary slip. To enable client departments and agencies to comply with this requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

14.0 GOVERNMENT SMOKING POLICY

- 14.1 Where the performance of the work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

15.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

- 15.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.
- 15.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

16.0 GENERAL CONDITIONS

- 16.1 The General Conditions 2035 entitled "General Condition - Services" and attached as **Appendix "D"** form part of this Standing Offer.

17.0 ADDITIONAL WORK

- 17.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

18.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

18.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Standing Offer. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

19.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)

19.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Standing Offer, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

20.0 INTERNATIONAL SANCTIONS

20.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C.1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17 or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. As of this date, the following regulations implement economic sanctions:

- (a) United Nations Iraq Regulations;
- (b) United Nations Libya Regulations;
- (c) United Nations Federal Republic of Yugoslavia (Serbia and Montenegro) Regulations.

20.2 It is a condition of this Standing Offer and of any ensuing call-ups, if any, that the Offeror not supply to the Government of Canada any goods or services which are subject to economic sanctions as described in paragraph 1 above.

20.3 During the performance of any call-up under the Standing Offer, should the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods and services prevent the Offeror from performing all or part of its obligations pursuant to a call-up made against this Standing Offer, the Offeror shall treat the situation as a force majeure. The Offeror shall forthwith inform Canada of the situation and follow the procedures applicable to force majeure.

21.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

21.1 It is a term of the Standing Offer that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and

- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a Standing Offer fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

22.0 WORK AUTHORIZATION UNDER STANDING OFFER AGREEMENTS

22.1 Work under the Standing Offer Agreement will be authorized as follows:

- (a) prior to services being performed under this Standing Offer, the Project Authority will define and confirm with the Contractor the scope of work and objectives of each project. The mutual understanding and agreement between the two parties will be reflected in the Contractor's proposal that will refer to the objectives, scope, resource level, fees, etc.
- (b) the work plan, schedule and estimated level of effort can be negotiated between the Contractor and the Project Authority.
- (c) the Contractor will be authorized by the NRC to proceed with the work by issuance of a call-up against a Standing Offer NRC Form 769.

23.0 FORMER PUBLIC SERVANT

23.1 Contracts with 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 with FPS, bidders must provide the information required below.

23.2 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.

23.3 Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all 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.

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

23.5 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

23.6 For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

24.0 COMMERCIAL GENERAL LIABILITY

24.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

25.0 INTEGRITY PROVISIONS

25.1 By responding to this RFP, the Proponent is subject to the integrity provisions contained in the following documents:

- The Government of Canada's *Integrity Provision*
- *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued
- *all related Directives related to the above policy in effect on that date*

25.2 These documents are incorporated by reference and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives at the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

25.3 An Integrity Declaration Form, attached as **Appendix "F"**, must be submitted only when:

1. the supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offence in a country other than Canada that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the "Policy"); and/or
2. the supplier is unable to provide any of the certifications required by the Integrity uses.

26.0 ATTACHMENTS

Appendix "A" – Statement of Work

Appendix "B" – Mandatory and Technical Evaluations

Appendix "C" – Fee Schedule

Appendix "D" – NRC General Conditions 2035

Appendix "E" – Standard Instructions and Conditions (Applicable to Bid Solicitation)

Appendix "F" – Integrity Declaration Form