



**REQUEST FOR PROPOSALS  
DEMANDE DE PROPOSITIONS**

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

National Research Council Canada (NRC)  
Procurement Services  
1200 Montreal Road, Building M-22  
Ottawa, Ontario  
K1A 0R6  
Bid Fax: (613) 991-3297

Title/Sujet  <b><u>Design, supply and installation of a new Hydraulic Distribution line</u></b>	
Solicitation No./N. de l'invitation <b>17- 22130</b>	Date <b>April 16 2018</b>
Solicitation Closes/L'invitation prend fin at/à <b>14 :00</b> on/le <b>May 29 2018</b>	Time Zone/Fuseau Horaire <b>EDT</b>
Address Enquiries To/Adresser demandes de renseignements à : Johnathon Gillis Telephone No./N. de téléphone : (613)993-5506 Email : <a href="mailto:Johnathon.Gillis@nrc-cnrc.gc.ca">Johnathon.Gillis@nrc-cnrc.gc.ca</a>	

**Instructions: See Herein**

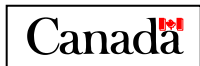
**Instructions: Voir aux présentes**

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).



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

## **Design, supply and installation of a new Hydraulic Distribution line**

### **1.0 PRESENTATION OF PROPOSALS**

1.1 You are invited to submit four copies of a Technical Proposal and two copies of a Financial Proposal in two separate envelopes to fulfil the following requirement forming part of this Request for Proposals. One 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 RFP duly completed.**

1.2 Bidders are required to enclose a digital copy of their proposal on a USB Key or electronic disc.

### **2.0 SCOPE OF WORK**

2.1 To provide Professional Services for the National Research Council Canada in accordance with the detailed Statement of Work attached as Appendix "A".

### **3.0 PERIOD OF CONTRACT**

3.1 NRC anticipates that the work will begin on June 11 2018 and be completed within a three month period.

### **4.0 ENQUIRIES**

4.1 If you require clarification regarding any aspect of this RFP, 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.

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 RFP 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 RFP.

## 5.0 **PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

5.1 Proposals must be delivered not later than 2:00 PM EST, May 29 2018 to the following **Contracting Authority**:

**Johnathon Gillis**

Contracting Authority, Procurement Services  
National Research Council Canada  
1200 Montreal Road, Bldg. M-22  
Ottawa, Ontario K1A 0R6 Telephone: 613-993-5506  
Email: [Johnathon.Gillis@nrc-cnrc.gc.ca](mailto:Johnathon.Gillis@nrc-cnrc.gc.ca)

**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 RFP 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 "D".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 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 using the **evaluation criteria listed in Appendix C**. 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 **COST PROPOSAL**

- 7.1 The cost proposal must be a **fixed price quotation, FOB Destination, 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 It is anticipated that the work will take place in the National Capital Region (NCR). The per diem rates (**or fixed price quotation**) must include all costs required to perform the work, including Travel and Living Costs incurred in performing the services. Where NRC directs the Contractor to work outside the National Capital Region, the Contractor shall be paid for preauthorised reasonable and proper travel and living expenses supported by appropriate receipts. In this case, Travel and Living Costs will be in addition to the per diem rates (**or fixed price quotation**).

- 7.3 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 RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.
- 7.4 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 contract 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 contract 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 highest combined Technical Rating (60%) and Price (40%)
- 8.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 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 contract resulting from this invitation will be subject to the **General Conditions - Architectural and Engineering Services (copy attached as Appendix "B")** 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 RFP 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.

## 13.0 **GOVERNMENT SMOKING POLICY**

13.1 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.

## 14.0 **ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT**

14.1 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.

14.2 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.

## 15.0 **GENERAL CONDITIONS**

15.1 The General Conditions 2035 entitled **General Conditions Architectural and Engineering Services and attached as Appendix "B"** form part of this Contract.

## 16.0 **PROGRESS REPORT**

16.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

## 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 (FOREIGN COMPANY)**

18.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, 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.

#### 19.0 **NON-PERMANENT RESIDENT (CANADIAN COMPANY)**

19.1 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 Contract. 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.

#### 20.0 **LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS**

20.1 It is a term of the contract 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 contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

#### 21.0 **FORMER PUBLIC SERVANT**

21.1 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.

##### 21.2 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.

### 21.3 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.

21.4 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.

### 21.5 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.

21.6 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

## 22.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

22.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 23.0 **ATTACHMENTS**

Appendix "A" - Detailed Statement of Work

Appendix "B" – Architectural and Engineering Services

Appendix "C" – Evaluation Criteria

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

## **24.0 BIDDERS' CONFERENCE**

24.1 All vendors **must attend a compulsory Bidders' Conference April 24<sup>th</sup> or April 26<sup>th</sup>, 2018 at the NRC's Uplands Road Campus: 2320 Lester Road, Ottawa Ontario K1V 1S2 Time: 1-00pm.**

24.2 Vendors interested in submitting a proposal are encouraged to attend the Bidders Conference. Potential Bidders are asked to communicate their interest in attending by contacting (Johnathon Gillis) at (tel # 613-993-5506) or by e-mail ([Johnathon.Gillis@nrc-cnrc.gc.ca](mailto:Johnathon.Gillis@nrc-cnrc.gc.ca) ). Alternatively, potential Bidders may submit questions in writing to (name) as per the instructions in RFP Article 4.0 Enquiries.

24.3 As proof of attendance, the Contracting Authority will have an Attendance Form that Bidders **MUST** sign. It is the responsibility of all Bidders to ensure they have signed the mandatory Bidders Conference Attendance form prior to leaving the Bidders' Conference. Proposals submitted by Bidders who have not attended the Bidders Conference and failed to sign the Attendance Form will be deemed non-responsive.