



**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

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

National Research Council Canada (NRC)
6100 Royalmount Ave
Montreal, Qc
H4P 2R2

Title/Sujet Snow Removal for NRC-CNRC Saguenay Site.	
Solicitation No./N. de l'invitation 19-58025	Date Sept 24, 2019
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le Oct 15th, 2019	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Simon Riendeau Telephone No./N. de téléphone : (514)496-6363 E-mail : simon.riendeau@cnrc-nrc.gc.ca	

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 telephone 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 autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TITLE

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.**

2.0 SCOPE OF WORK

- 2.1 To provide Professional Services for Snow Removal at the NRC Saguenay site at 501 BLVD De L'Université Est, Saguenay, G7H 8C3, 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 Nov 1st **2019** and be completed by April 30, **2020. There is an option to renew at NRC's discretion for two subsequent one-year periods, subject to satisfactory performance and agreement upon a satisfactory fee structure for that period(s).**

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.

Simon Riendeau
Regional Procurement Supervisor Eastern Region
Finance and Procurement Services Branch
National Research Council Canada
6100 Royalmount Ave
Montreal, Qc
H4P 2R2
Telephone: 514-496-6363
Email: simon.riendeau@cnrc-nrc.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 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, (day), Oct 15, 2019, to the following **Contracting Authority**:

Simon Riendeau
Regional Procurement Supervisor Eastern Region
Finance and Procurement Services Branch
 National Research Council Canada
 6100 Royalmount Ave
 Montreal, Qc
 H4P 2R2
 Telephone: 514-496-6363
 Email: simon.riendeau@cnrc-nrc.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, proposals can also be submitted by email to **simon.riendeau@cnrc-nrc.gc.ca**. 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 "C".
- 5.4 Due to the nature of this solicitation, NRC will not accept any proposal documents by facsimile.
- 5.5 Proposals received after the closing date (NRC server time) will not be considered. 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.
- 5.6 All submitted proposals become the property NRC and will not be returned to the originator.

6.0 COST PROPOSAL

- 6.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/QST**. 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.

- 6.2 The cost proposal must have sufficient structure to show how the total proposed cost was calculated. It should contain the following elements:
- a) The number, classification and per diem and/or hourly rate for all assigned personnel. For each classification, the number of workdays should be defined.
 - b) The amount and explanation for other miscellaneous expenses that could be incurred.
- 6.3 GOODS AND SERVICES TAX (GST) and QUEBEC SALES TAX (QST): The GST and QST, 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 and QST shall be disclosed and shown as a separate item.
- 6.4 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.

7 BIDDERS' CONFERENCE (SITE VISIT)

There will be 2 Bidders' site visits:

Oct 2nd, 2019, at 9:30 AM at the NRC 501 BLVD De L'Université Est, Saguenay, G7H 8C3

Oct 3rd, 2019, at 2:00 PM at the NRC 501 BLVD De L'Université Est, Saguenay, G7H 8C3

Vendors interested in submitting a proposal **must attend** the Bidders Conference. Failure to do so will render a bid invalid. Bidders who cannot attend, for any reason, on the specified date and time will not be given an alternative appointment and their proposals will be considered non-responsive. **NO EXCEPTIONS WILL BE MADE.**

Invited Bidders are asked to communicate their interest in attending by contacting Simon Riendeau by e-mail (simon.riendeau@cnrc-nrc.gc.ca).

As proof of attendance, the Project 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.

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 the valid proposal with the lowest financial cost.

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 - Services 2010C (copy attached as Appendix "B") and any other special conditions that may apply.

9.0 **CONFIDENTIALITY**

9.1 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.

10.0 **CRIMINAL CODE OF CANADA**

10.1 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.

11.0 **DEBRIEFINGS**

11.1 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 CONTRACT CLAUSES

<p>Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.</p>

12.0 **T4-A SUPPLEMENTARY SLIPS**

12.1 Pursuant to paragraph 221(1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts 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.

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 2010C entitled General Conditions 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 fulfillment 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. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

23.0 **ATTACHMENTS**

Appendix "A" - Detailed Statement of Work

Appendix "B" – 2010C General Conditions

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