



**REQUEST FOR STANDING OFFER  
DEMANDE D'OFFRE PERMANENTE**

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

National Research Council Canada (NRC)  
Finance and Procurement Services Branch  
1200 Montreal Road, Building M-58  
Ottawa, Ontario  
K1A 0R6

Conseil national de recherches Canada  
Direction des services financiers et  
d'approvisionnement  
1200, chemin de Montréal, Édifice M-58  
Ottawa (Ontario)  
K1A 0R6

<b>Title/Sujet</b> <b>Virtual and/or In-person Office Ergonomic Assessment for NRC Internal Ergonomic Program (IEP)</b>	
<b>Solicitation No./N. de l'invitation</b> <b>21-58104</b>	<b>Date</b> <b>February 18, 2022</b>
<b>Solicitation Closes/L'invitation prend fin at/à</b> <b>2 :00 PM</b> <b>on/le</b> <b>March 18, 2022</b>	<b>Time Zone/Fuseau Horaire</b> <b>EST</b>
<b>Address Enquiries To/Adresser demandes de renseignements à :</b>  <b>Simon Riendeau – <a href="mailto:Simon.Riendeau@nrc-cnrc.gc.ca">Simon.Riendeau@nrc-cnrc.gc.ca</a></b>	

**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>

## 1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit one (1) electronic copy of a Technical Proposal and one (1) electronic copy of a Financial Proposal in two (2) separate email attachments to fulfil the following requirement forming part of this Request for Proposals. One attachment **must** be clearly marked 'Technical Proposal' and the other attachment **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 must include the front page of this RFP duly completed.**
- 1.2 **The purpose of the Request for Standing Offer (RFSO) is to retain a minimum of two (2) vendors per geographic region, on an "as required basis" to conduct office ergonomic assessments for NRC employees. Once the vendor(s) have been evaluated and awarded standing offer(s) as a result of this RFSO, NRC intends to choose, at its sole discretion, the primary vendor that will undertake the virtual and/or in-person ergonomic assessments per geographical region.**

## 2.0 SCOPE OF WORK

- 2.1 This is a Request for Standing Offer to procure ergonomic assessments services for the five (5) geographic regions (Pacific Canada, West Canada, Central Canada, East Canada and Atlantic Canada) for the National Research Council of Canada. Services must be delivered in accordance with the detailed Statement of Work attached as **Appendix "A"**.
- 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 Designated User 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 goods/services "Called-Up" 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 a minimum of two (2) Standing Offer Agreements per geographical region will be established as a result of this Request for Standing Offers. The potential value of the scope of services is expected to range from \$30,000 to \$50,000 on an annual basis. The annual expenditures are an estimate only and can be more or less and should not invalidate the financial proposals submitted as part of this process.
- 2.5 **If any of the offerors retained as part of this RFSO is unable to meet the requirements of the requested ergonomic assessment services, NRC reserves the right to go outside of this Standing Offer to fulfil its need.**
- 2.6 NRC reserves the right to accelerate or slow down the work schedule based on the availability of financial resources to complete the work.
- 2.7 NRC reserves the right to waive minor non-compliances at its sole discretion.

- 2.8 NRC reserves the right to extend the services of the successful standing offer holder(s) beyond the scope of this request for standing offer, at its sole discretion.

### **3.0 PERIOD OF STANDING OFFER**

- 3.1 The period for placing call-ups against Standing Offers resulting from this Request For Standing Offer shall be two (2) years following the award date. There is an option to renew at NRC's sole discretion for five (5) subsequent one-year periods, subject to satisfactory performance, funding and agreement upon a satisfactory fee structure for that period(s). NRC is not bound to request all or any other work listed in the Statement of Work attached as Appendix "A". The work plan may change at the discretion of NRC.

### **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 seven (7) working days before the closing date. All queries must be in writing by e-mail and queries received less than seven (7) working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Stephane Lajoie  
Contracting Authority, NRC Procurement Services  
Email: [Stephane.Lajoie@nrc-cnrc.gc.ca](mailto:Stephane.Lajoie@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 **received electronically** no later than 2:00pm EST (according to NRC's Server Time), Friday, March 18, 2022 to the following **Contracting Authority**:

**Stephane Lajoie : [Stephane.Lajoie@nrc-cnrc.gc.ca](mailto:Stephane.Lajoie@nrc-cnrc.gc.ca)**

**\*\*The maximum file size that NRC can receive in a single email is 10MB\*\***

**\*\*Bidders are urged to send their proposals well before the bid closing time\*\***

**Proposals must not be sent directly to the Project Authority**

- 5.2 Proposals must be delivered electronically and the Bidder's name and the

RFSO No.21-58104 should be clearly indicated on the email and attachments. It is the vendor's responsibility to obtain date and time stamped receipt signed by the Contracting Authority 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.
- 5.5 NRC will not accept any proposal documents by diskette.
- 5.6 Proposals and samples received after the closing date will not be considered and will be rejected. 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 and samples become the property of NRC and will not be returned to the originator.
- 5.8 For bids transmitted by electronic mail, the NRC will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before. Electronic bids received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Bidders are urged to send their proposal in sufficient time, in advance of the closing time to reduce any technical issues. The National Research Council will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.
- 5.9 Bidders must adhere to the COVID-19 Vaccination Certification Policy for Supplier Personnel. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (refer to **Appendix "H"**), to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

## **6.0 TECHNICAL REQUIREMENTS**

Proposals will be assessed using the following Evaluation Criteria and Basis of Selection with the attached Mandatory and Technical Rated Requirements – **Appendix "B"**. The Basis of Selection is the combined rating of Technical Proposal (70%) and Financial Proposal (30%) with a minimum pass-mark of 50%. (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.

**A proposal will be considered non-responsive if it is not supported by proper and adequate detail, particularly where supporting evidence is required. Bidders must meet all RFSO mandatory requirements indicated by imperative words such as, but not limited to, "must "shall", "will" and "essential" including compliance with the mandatory terms and conditions of the RFSO. Furthermore, it is essential that the elements contained in proposals be stated in a clear, concise manner. Proposals should be in the same order and formatted using the same section and sub-section numbers as the RFSO. Proposals will be evaluated solely on their content. Items not addressed will be given a score of zero.**

## 7.0 **COST PROPOSAL**

- 7.1 The cost proposal must be as per **Appendix “C”** Financial Proposal and Basis of Payment, 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 Travel costs for the Standing Offers will not be accepted for services provided within a 150km radius of the Contractor’s place of business nor services provided within a Metropolitan Area. Proposals must include all costs as part of the rates provided. Please see Statement of Work attached as **Appendix “A”**.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expense provided in Appendices B, C and D of the Treasury Board Travel Directive

- [Travel Directive \(njc-cnm.gc.ca\)](http://njc-cnm.gc.ca)

and with the other provisions of the directive referring to "travelers", rather than those referring to "employees", if applicable.

**All travel must have the prior authorization of the Project Authority, if applicable.**

- 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 RFSO 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 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 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 number of firms that will be selected for standing offers will be at the sole discretion of the NRC as a result of this RFSO. Selection of the successful bidder(s) will be on the basis of technical merit and best overall value. The compliant bidders with the highest combined technical scores may be considered as valid offerors that may be subject to award.

NRC reserves the right to enter into negotiations with the successful bidder(s) prior to contract award on any and all aspects of its offer. Refer to Appendix “B” – Evaluation Criteria.

- 8.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFSO.
- 8.4 Your proposal must 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 – Services attached as **Appendix "E"** 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 T4-A SUPPLEMENTARY SLIPS**

- 11.1 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.

## **12.0 GOVERNMENT SMOKING POLICY**

- 12.1 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.

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

- 13.1 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.
- 13.2 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.

## **14.0 GENERAL CONDITIONS**

- 14.1 The General Conditions 2035 entitled "General Conditions – Services" and attached as **Appendix "E"** form part of this Contract.

## **15.0 PROGRESS REPORT**

- 15.1 If requested, as part of and together with each assessment, the Contractor must submit a progress report 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, if applicable.

## **16.0 INTERNATIONAL SANCTIONS**

- 16.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>
- 16.2 It is a condition of this Standing Offer that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 16.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

## **17.0 NON-PERMANENT RESIDENT (FOREIGN COMPANY)**

- 17.1 The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment 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.

## **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 fulfilment 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 TAX WITHHOLDING OF 15 PERCENT**

- 19.1 When a "non-resident" Contractor physically performs in Canada, the Parties hereto recognize that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor

is a non-resident contractor as defined in the said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

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

20.1 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.

## **21.0 WORK AUTHORIZATION UNDER STANDING OFFER AGREEMENTS**

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

- (a) prior to services being performed under this Standing Offer, the Project Manager named herein 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 Manager.
- (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.

## **22.0 EMPLOYMENT EQUITY**

22.1 The Federal Contractors Program for Employment Equity requires that certain organizations competing for Federal Government Contracts make a formal commitment to implement employment equity, as a pre-condition to the validation of their proposal. The Program applies to Canadian-based organizations only.

22.2 Information about the Federal Contractors Program for Employment Equity is available on the PWGSC – Buy and Sell Government Electronic Tendering Services and <https://buyandsell.gc.ca/>.

Certificate numbers may be obtained from the following office:  
Federal Contractors Program  
Place du Portage Phase II  
9th Floor  
165 Hotel de Ville, Hull  
Quebec K1A 0J2

## **23.0 METHOD OF PAYMENT**



23.1 Payment by NRC for the Work shall be made within:

- (a) thirty (30) days following the date on which all of the Work has been delivered at the location(s) specified in the Standing Offer and all other Work required to be performed by the Contractor under the terms of the Standing Offer has been completed; or
- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Standing Offer;

whichever is later.

23.2 If NRC has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, NRC shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as NRC requires. Failure by NRC to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

#### **24.0 ADDITIONAL WORK**

24.1 The successful bidder(s) can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the fixed rates quoted in the Contractor's proposal.

#### **25.0 DEBRIEFINGS**

25.1 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 or by telephone.

#### **26.0 FORMER PUBLIC SERVANT**

26.1 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, offerors must provide the information required below.

##### **26.2 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 FPS . 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.

### 26.3 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 Offerors 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.

26.4 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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### 26.5 Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

26.6 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.

## 27.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

27.1 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).

## 28.0 INTEGRITY PROVISIONS

28.1 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*

28.2 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>

28.3 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.

28.4 In addition to all other information required in the procurement process, the Supplier must provide the following:

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

<u>SURNAME</u>	<u>GIVEN NAME(S)</u>	<u>TITLE</u>

## 29.0 **ETHICAL STANDARDS**

29.1 The Proponent or winning Bidder must observe the highest ethical, social and legal standards during the performance of its obligations under the resulting Contract including complying with local laws and international standards on labour and human rights. These rights include freedom from child labour, forced labour, discrimination and abuse, and access to fair wages and safe working conditions.

## 30.0 **BID CHALLENGE AND RECOURSE MECHANISMS**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) 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)
- (c) 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.

### **31.0 ENVIRONMENTAL CONSIDERATIONS**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>, for this solicitation:

- Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.
- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- The paper format of the offer / arrangement should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.
- Offerors / suppliers are encouraged to offer goods and/or services certified to a reputable eco-label.
- Offerors / suppliers should use equipment that has high energy efficiency or produces low air emissions.
- Offerors / suppliers are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Offerors / suppliers are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Suppliers are encouraged to consult the following websites:

<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/index-eng.html>  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/ae-gp/rle-qlr-eng.html>

### **31.0 ATTACHMENTS**

- Appendix "A" - Detailed Statement of Work (SOW)
- Appendix "B" - Evaluation Criteria and Basis of Selection (Mandatories and Rated Criteria)
- Appendix "C" - Financial Proposal and Basis of Payment (Pricing Table)
- Appendix "D" - 2007-06-01 Standard Instructions and Conditions (Applicable to Bid Solicitation)
- Appendix "E" - General Conditions 2035 – Services
- Appendix "F" - Integrity Declaration Form
- Appendix "G" - SRCL
- Appendix "H" - COVID-19 Vaccination Certification Policy for Supplier Personnel