



**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

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

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

Title/Sujet DEVELOPMENT OF TECHNICAL CONTENT FOR CANADIAN NATIONAL MASTER CONSTRUCTION SPECIFICATION (NMS)	
Solicitation No./N. de l'invitation 22-58036	Date September 1, 2022
Solicitation Closes/L'invitation prend fin at/à 14 :00 on/le October 11, 2022	Time Zone/Fuseau Horaire EDT
Address Enquiries To/Adresser demandes de renseignements à : Stéphane Lajoie stephane.lajoie@nrc-cnrc.gc.ca Contracting Authority, Procurement Services	

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

DEVELOPMENT OF TECHNICAL CONTENT FOR CANADIAN NATIONAL MASTER CONSTRUCTION SPECIFICATION (NMS)

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit **one** electronic Proposal to fulfil the following requirement forming part of this Request for Standing Offer (RFSO). The attachment proposal sent **must** be clearly marked 'Proposal' with the name of your company. Vendors who provide financial information in the proposal will be disqualified. **All proposals should include the front page of this RFSO duly completed.**

2.0 SCOPE OF WORK

- 2.1 To provide Professional Services for development of technical content for Canadian National Master Construction Specification (NMS) in accordance with the detailed Statement of Work attached as Appendix "A".

3.0 PERIOD OF CONTRACT

- 3.1 Resulting from this RFSO, NRC will award multiple **Standing Offer Agreement (SOA)** and the agreements will end **June 30, 2025**.
- 3.2 There is an option to renew the agreements at NRC's discretion for two (2) subsequent one-year (1) periods, 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 5 working days before the closing date. All queries must be in writing and queries received less than 5 working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

Stéphane Lajoie

Contracting Authority, Procurement Services
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 Proposal must be **received electronically** no later than 2:00 p.m. EDT (according to NRC's Server Time), October 11th, 2022, to the following **Contracting Authority**:

STÉPHANE LAJOIE - stephane.lajoie@cnrc-nrc.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****

The proposal **must not** be sent directly to the Project Authority

- 5.2 All risks and consequences of incorrect delivery of electronic bids are the responsibility of the Bidder. **The National Research Council Canada 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 Canada will not be held responsible for bids sent before closing time but received by the NRC servers after the closing time.**
- 5.3 Bid submissions **must** be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as **Appendix "D"**.
- 5.5 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.

6.0 **MANDATORY AND TECHNICAL REQUIREMENTS**

- 6.1 To be considered compliant you **must** meet the following mandatory and technical mandatory criteria:

The proposal must contain the following mandatory and technical mandatory elements:

	Mandatory Criteria	Met Criteria	Cross-reference to Proposal (Bidder to Insert)
MC1	Methodology: As part of their proposal, the Bidder must include a methodology that would demonstrate their ability to effectively perform Master Specification Writing Services. It should also describe their process to ensure that all Call-Up against Standing Offers are completed on time. The proposed methodology must meet expectations and address all elements identified. The Methodology must not exceed 2 pages.	Yes or No	
MC2	Language of Work: All people proposed must have the ability to	Yes or No	

	communicate effectively in English, both orally and in technical writing.		
	Technical Mandatory Criteria	Reference to Technical Proposal & Comments	
MT1	<p>The Bidder must propose a minimum of one specification writer. To qualify, each proposed specification writer must demonstrate all of the experience requirements below. Bidders must include a resume for each proposed specification writer, maximum 2 pages. Each resume must include relevant information demonstrating compliance to this technical mandatory criteria. For all specification writers proposed, education and experience must meet and address all elements identified in the evaluation criteria.</p> <ul style="list-style-type: none"> • A university degree, college certificate, or diploma in architecture, engineering, building science, construction management, architectural technology, engineering technology, from a recognized Canadian Institution or if obtained outside Canada the equivalent as established by a recognized Canadian academic credentials assessment service; and • CSC Registered Specification Writer; or CSC Certified Specification Practitioner; or CSI Certified Construction Specifier; or completed the Construction Specifications Canada, Principles of Construction Documentation course and Specifier coursework with 10 years specification writing experience; and • Work Experience: Comply with one or both of the following: <ul style="list-style-type: none"> • Coordinated an entire project manual, written the General Requirements (Division 01), and written all Sections for one A/E/C discipline for 15 project specifications within the last 5 years for construction and/or renovation projects in Canada with a total construction value of \$8,000,000.00 minimum. As evidence of each specification writer's work experience submit two project specifications, and identify which Sections were the responsibility of the specification writer. Submit as PDF. 		

	<ul style="list-style-type: none"> Minimum three (3) years' experience with the primary responsibility of creating and/or revising master specifications (designed for Canadian projects). Submit a Table of Contents of the Bidder's office master specifications. If the company has multiple master specifications, include a separate Table of Contents for each. As evidence of each specification writer's work experience submit two master specification Sections created by the Bidder. Submit as PDF. 	
MT2	Bidders must submit a Specification Writer Team Experience Chart with their experience topics filled in, found in the Table in Section 3, Appendix B.	

7.0 **EVALUATION CRITERIA**

- 7.1 Proposals will be assessed in accordance with the mandatory and technical mandatory evaluation criteria attached as **Appendix B**. Bidders shall 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.

8.0 **CONDITIONS OF SUBMISSION AND METHOD OF SELECTION**

- 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 It is expected that multiple Standing Offer Agreements (SOAs) will be established as a result of this RFSO based on bidder's compliancy with the mandatory and technical mandatory evaluation criteria **only**.
- 8.3 Call-ups Against the Standing Offer will be shortlisted based on the Vendors' respective self-identified competence for each topic (see Appendix "A").
- 8.4 For each Call-Up Against a Standing Offer, the compliant bidder with the lowest price for that Call-Up Against a Standing Offer will be recommended for issuance of a Contract.
- 8.5 Any contract resulting from this RFSO will be subject to the General Conditions Services 2035 (copy attached as Appendix "D") and any other special conditions that may apply.

9.0 **OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY (CANADA OWNS)**

- 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.
- 9.2 The National Research Council of Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

a) Under the Crown Procurement Contract, the Crown may own the Foreground for the following reason:

6.4 where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.3 to deliver a component of subsystem that will be incorporated into a complete system at a later date (not necessarily by the original Contractor), as a prerequisite to the planned transfer of the complete system to the private sector (not necessarily to the original Contractor), through licensing of assignment of ownership, for the purpose of Commercial Exploitation, e.g., a new quality device used in a larger, electronic "management system".

9.3 The Conditions entitled 4007 Canada to Own Intellectual Property Rights in Foreground Information attached at Appendix "E" shall form part of this contract.

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 CONTRACT CLAUSES

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

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 Conditions Services and attached as Appendix "D" form part of this Contract.

17.0 **NON-PERMANENT RESIDENT (CANADIAN COMPANY)**

17.1 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.

18.0 **LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS**

18.1 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.

19.0 **OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)**

- 19.1 The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

20.0 **ENVIRONMENTAL CONSIDERATIONS**

- 20.1 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-glr-eng.html>

21.0 **INTEGRITY PROVISIONS**

21.1 By responding to this RFSO, 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*

21.2 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>

21.3 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.

21.4 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).

SURNAME	GIVEN NAME(S)	TITLE

22.0 **SECURITY LEVEL**

22.1 Prior to the performance of the obligations under this contract, all personnel that will be involved with the project must be cleared to the security level of **RELIABILITY** as defined in the security policy of Canada.

22.2 Any Contract resulting from this invitation will be subject to the Security Requirements Check List (SRCL), form TBS/SCT 350-103, attached at Appendix "G".

23.0 **ATTACHMENTS**

- Appendix "A" – Statement of Work
- Appendix "B" – Mandatory and Technical Mandatory Evaluation Criteria
- Appendix "C" – Standard Instructions and Conditions
- Appendix "D" – 2035 Services Higher Complexity Activity
- Appendix "E" – 4007 Intellectual Property rights Canada to own
- Appendix "F" – Integrity Declaration Form
- Appendix "G" – Security Requirements Check List (SRCL)