



**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE À COMMANDE**

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

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

Title/Sujet Request for Standing Offers (RFSO) – CCMC – Technical Services by Subject Matter Experts	
Solicitation No./N. de l'invitation 22-58093	Date January 12, 2023
Solicitation Closes/L'invitation prend fin at/à 2:00 p.m. on/le February 21, 2023	Time Zone/Fuseau Horaire EST
Address Enquiries To/Adresser demandes de renseignements à : Stéphane Lajoie stephane.lajoie@cnrc-nrc.gc.ca	

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

We hereby offer to sell to His Majesty the King 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 le Roi 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

Request for Standing Offers (RFSO) CCMC - Technical Services by Subject Matter Experts in relevant construction product domains

1.0 PRESENTATION OF PROPOSALS

- 1.1 You are invited to submit **one** electronic Expertise Matrix and CV in two separate attachments to fulfil the following requirement forming part of this Request for Standing Offer. One attachment **must** be clearly marked 'Expertise Matrix' and the other attachment **must** be marked 'CV'. Vendors who provide financial information in the Expertise Matrix and CV will be disqualified.

All proposals should include the front page of this RFSO duly completed.

2.0 SCOPE OF WORK

- 2.1 This is a request for proposals to establish Standing Offers to provide professional services to **provide Technical Services by Subject Matter Experts in relevant construction product domains** 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 Project Authority to authorize or order any goods/services whatsoever or to spend the estimated expenditure or any monies whatsoever; and
 - c) the NRC's liability under a Standing Offer shall be limited to the actual amount of the individual "Call-Up" issued within the period specified.
- 2.3 The terms and conditions as set out herein will form part of the Standing Offer Agreement and will be incorporated into and form part of any and all authorized "Call-Up(s) Against a Standing Offer".
- 2.4 It is expected that multiple Standing Offer Agreements (SOAs) will be established as a result of this Request for Standing Offer
- 2.5 All proposals following Call-Ups submitted by the deadline that 1) demonstrate a clear understanding of the requirements of the Call-Ups, and 2) demonstrate competence in the relevant area, will be selected on a lowest-cost basis. The contractor with the lowest cost proposal will be selected for the call-up. All contractors who submitted an RFP will be informed of the selected contractor. In the case of equal costs the contractor with the most experience in the relevant subject matter will be selected.
- 2.6 If none of the Standing Offer Holders (SOH) are able to perform the work within the desired timeframe, NRC reserves the right, at its sole discretion, to solicit bids from vendors outside of this RFSO.

3.0 PERIOD OF STANDING OFFER

- 3.1 The period for placing call-ups against Standing Offers resulting from this Request for Standing Offer (RFSO) shall begin on **April 1, 2023** and be completed by **March 31, 2024**.

- 3.2 There is an option to renew at NRC's discretion for four (4) 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 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 Contractors, responses to general enquiries will be made available to all contractors unless such publications would reveal proprietary information. The contractor who initiates the question will not be identified. Technical questions that are considered proprietary by the contractor must be clearly identified. NRC will respond individually to the contractor if it considers the questions proprietary. If NRC does not consider the question proprietary, the contractor 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 contractors.
- 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 Contractor to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Contractor 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 Appendix D – Expertise Matrix and a well organised **CV** must be **received electronically** no later than 2:00 p.m. **EST** (according to NRC's Server Time), February 21, 2023, to the following **Contracting Authority**:

Stéphane Lajoie - stephane.lajoie@nrc-cnrc.gc.ca

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

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

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Proposals 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 Contractor. **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. Contractors 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 F.
- 5.4 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.
- 5.5 All submitted proposals become the property NRC.

6.0 EVALUATION CRITERIA

- 6.1 Proposals will be assessed in accordance with the Bid Evaluation Criteria and Expertise Matrix respectively attached as Appendix B and Appendix D combined with their CV. Contractors shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the contractor in his/her proposal.
- 6.2 Standing Offers (SO) will be extended to all Contractors demonstrating relevant expertise and meeting the mandatory requirements as defined under Bid Evaluation Criteria in Appendix B: Bid evaluation criteria through the submission of their CV and the Appendix D: Expertise matrix.
- 6.3 When the need for a particular call-up against the SO arises (e.g., a specific task or project that requires expert support), the CCMC will review the list of SOs and create a "short list" of contractors with the relevant expertise for the given call-up requirement. Shortlisted contractors will be contacted with a request for proposal as defined under Call-up selection criteria in Appendix C - Call-up selection criteria. Submitted proposals will be reviewed against the applicable criteria and the contract will be awarded accordingly.
- 6.4 Any contract resulting from this invitation will be subject to the General Conditions - Services 2035(copy attached as Appendix E) and any other special conditions that may apply.

7.0 CRIMINAL CODE OF CANADA

- 7.1 Canada may reject an offer where the Contractor, 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 His Majesty") of the Criminal Code.

8.0 DEBRIEFINGS

- 8.1 After contract award, Contractors may request a debriefing on the results of the bid solicitation. Contractors 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

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

9.0 T4-A SUPPLEMENTARY SLIPS

- 9.1 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.

10.0 GOVERNMENT SMOKING POLICY

10.1 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.

11.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

11.1 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.

11.2 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.

12.0 GENERAL CONDITIONS

12.1 The General Conditions 2035 entitled General Conditions Services and attached as Appendix "E" form part of this Contract.

13.0 PROGRESS REPORT

13.1 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.

14.0 ADDITIONAL WORK

14.1 The successful contractor 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.

15.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

15.1 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.

16.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

16.1 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.

17.0 WORK AUTHORIZATION UNDER STANDING OFFER AGREEMENTS

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

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

18.0 FORMER PUBLIC SERVANT

18.1 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, Contractors must provide the information required below.

18.2 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.

18.3 Former Public Servant in Receipt of a Pension

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

If so, the Contractor 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.

18.4 By providing this information, Contractors agree that the successful Contractor'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.

18.5 Work Force Reduction Program

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

If so, the Contractor 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.

18.6 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.

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 Contractors 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 Contractor 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 **G** , 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.

SURNAME	GIVEN NAME(S)	TITLE

22.0 **ATTACHMENTS**

- Appendix "A" – Statement of Work (SOW)
- Appendix "B" – Bid Evaluation Criteria
- Appendix "C" – Call-up selection criteria
- Appendix "D" – Expertise Matrix
- Appendix "E" – General Conditions 2035 Services Higher Complexity
- Appendix "F" – Standard Instructions and Conditions
- Appendix "G" – Integrity Declaration Form