



RETURN OFFERS TO:

**RETOURNER LES
OFFRES À :**

[NRC.BidReceiving-
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto:NRC.BidReceiving-
ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca)

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

Proposal To: National Research Council Canada

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 thereof.

Proposition au : Conseil national de recherches Canada

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-annexées, au(x) prix indiqué(s).

Instructions : See Herein

Instructions: Voir aux présentes
Comments - Commentaires

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution
National Research Council Canada
Conseil national de recherches Canada**

Title – Sujet Respiratory Protection Program	
Solicitation No. – N° de l'invitation 23-58281	Date July 9, 2024
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le August 12, 2024	Time Zone Fuseau horaire Eastern Time (ET)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Annette Driscoll	
Email address – l'adresse courriel : Annette.Driscoll@nrc-cnrc.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
Various Regions	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 SECURITY REQUIREMENTS	4
1.2 STATEMENT OF WORK	4
1.3 DEBRIEFINGS.....	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2 LATE OFFERS.....	7
2.3 SUBMISSION OF OFFERS.....	7
2.4 FORMER PUBLIC SERVANT	7
2.5 ENQUIRIES - OFFER SOLICITATION.....	8
2.6 APPLICABLE LAWS	9
2.7 OFFER CHALLENGE AND RECOURSE MECHANISMS.....	9
PART 3 - OFFER PREPARATION INSTRUCTIONS	9
3.1 OFFER PREPARATION INSTRUCTIONS	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION	12
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	14
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	14
PART 6 - STANDING OFFER	17
6.1 OFFER	17
6.2 SECURITY REQUIREMENTS.....	17
6.3 GENERAL CONDITIONS.....	17
6.4 TERM OF STANDING OFFER.....	17
6.5 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCAs)	17
6.6 AUTHORITIES.....	18
6.7 CALL-UP PROCEDURES.....	18
6.8 CALL-UP INSTRUMENT.....	19
6.9 LIMITATION OF CALL-UPS.....	19
6.10 PRIORITY OF DOCUMENTS	19
6.11 CERTIFICATION AND ADDITIONAL INFORMATION	19
6.12 APPLICABLE LAWS	20
6.13 TRANSITION SERVICES AT END OF STANDING OFFER PERIOD	20
PART 7 - RESULTING CONTRACT CLAUSES	21
7.1 STATEMENT OF WORK	21
7.2 GENERAL CONDITIONS	21
7.3 TERM OF CONTRACT.....	21
7.4 AUTHORITIES.....	21
7.5 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	22
7.6 PAYMENT.....	22
7.7 INSPECTION AND ACCEPTANCE	23
7.8 INVOICING INSTRUCTIONS.....	23
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	23
7.10 APPLICABLE LAWS	23



7.11 PRIORITY OF DOCUMENTS	23
7.12 INSURANCE – NO SPECIFIC REQUIREMENTS	23
7.13 DISPUTE RESOLUTION	24
7.14 NON-PERMANENT RESIDENT (FOREIGN COMPANY).....	24
7.15 NON-PERMANENT RESIDENT (CANADIAN COMPANY).....	24
7.16 GOVERNMENT SMOKING POLICY	24
7.17 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT.....	24
7.18 ENVIRONMENTAL CONSIDERATIONS.....	24

List of Annexes:

- Annex A - Statement of Work
- Annex B - Pricing Schedule
- Annex C - Security Requirements Check List
- Annex D - Mandatory and Rated Criteria
- Annex E – Proposed Team per region



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the time of Standing Offer award, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. For additional information on security requirements, please contact NRC's personnel security administrator at NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca

1.2 Statement of Work

1.2.1 To provide "fit testing services" and "Self-Contained Breathing Apparatus (SCBA) maintenance services" in accordance with the detailed Statement of Work attached as Annex "A".

1.2.2 The purpose of the Request for Standing Offer (RFSO) is to retain up to two (2) suppliers per region, as defined in Annex A, on an "as required basis" to provide services related to the Respiratory Protection Program. Once the vendors have been evaluated and awarded Standing Offers as a result of this RFSO, NRC intends to provide the right of first refusal to the highest-ranked Offeror as per section 1.2.6.

The period for placing call-ups against the Standing Offer shall be for approximately one and a half (1.5) years commencing from the start date identified in the Standing Offer, until approximately March 31, 2026. The Offeror grants to NRC the irrevocable option to extend the term of the Standing Offer by up to five (5) additional one (1) year periods, from approximately April 1, 2026 to March 31, 2031. The decision to exercise the option(s) to extend the term is at the sole discretion of NRC.

1.2.3 For any Standing Offers 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.

1.2.4 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".

1.2.5 It is expected that up to two (2) Standing Offers Agreements per region will be established as a result of this Request for Proposal. The regions cover NRC's research locations across Canada, as identified in Annex A, Organizational overview and are as follows:

1. Western region;
2. Ontario region;



3. Quebec region, and;
4. Atlantic region.

On an annual basis, the potential value of the scope of services is expected to range from \$50,000.00 CAD to \$100,000.00 CAD nationally and from \$7,500.00 CAD to \$50,000.00 CAD per region as follows:

1. Western region – from \$10,000.00 to \$20,000.00;
2. Ontario region – from \$25,000.00 to \$50,000.00;
3. Quebec region – from \$7,500.00 to \$15,000.00, and;
4. Atlantic region – from \$7,500.00 to \$15,000.00.

The annual expenditures are an estimate only and can be more or less and shall not invalidate the financial proposal submitted as part of this process. Offeror should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; NRC will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section 6.7, Call-Up Procedures. The act of an Offeror submitting a proposal does not constitute an agreement by NRC.

1.2.6. The Call-up procedures require that when a requirement is identified, NRC will contact the highest-ranked Offeror for the associated region to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, or does not respond within two (2) working days of the request, the identified user will contact the next ranked Offeror.

If all of the Offerors retained as part of this RFSO are unable to meet the requirements of the requested services, NRC reserves the right to go outside of this Standing Offer to fulfil its need.

1.2.7 NRC reserves the right to accelerate or slow down the work schedule based on the availability of financial resources to complete the work.

1.2.8 This procurement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA), and the Canada-Ukraine Free Trade Agreement (CUFTA).

1.2.9 This procurement is Conditionally Set Aside under the federal government Procurement Strategy for Indigenous Business (PSIB).

In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

1.3 Debriefings

Offerors may request a debriefing on the results of the offer solicitation process. Offerors should make the request to the Contracting Authority within 15 working days from receipt of the results of the offer solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

You are invited to submit one electronic Technical Proposal and one electronic Financial Proposal in two separate attachments to fulfil the following requirement forming part of this Request for Standing Offer (RFSO). 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 should include the front page of this RFSO duly completed.

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting standing offer.

Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.

2.1.1 It is the Offeror's responsibility to:

- (a) return a signed copy of the offer solicitation, duly completed, IN THE FORMAT REQUESTED;
- (b) direct its offer ONLY to the Offer (Bid) Receiving address specified;
- (c) ensure that the Offeror's name, the offer solicitation reference number, and offer solicitation closing date and time are clearly visible;
- (d) provide a comprehensive and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the offer solicitation.

Timely and correct delivery of offers to the specified offer delivery address is the sole responsibility of the Offeror. The National Research Council Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.

2.1.2 Offers may be accepted in whole or in part. The lowest or any offer will not necessarily be accepted. In the case of error in the extension of prices, the unit price will govern. NRC may enter into a Standing Offer without negotiation.

2.1.3 Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the terms and conditions of the resulting Standing Offer.

2.1.4 Offers will remain open for acceptance for a period of not less than one hundred eighty (180) days from the closing date of the offer solicitation, unless otherwise indicated by NRC in such offer solicitation.

2.1.5 While NRC may enter into Standing Offer without negotiation, Canada reserves the right to negotiate with Offerors on any procurement.

2.1.6 Notwithstanding the offer validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Offerors, within a minimum of three (3) days prior to the end of such period. Offerors shall have the option to either accept or reject the extension.



2.1.7 If the extension referred to above is accepted, in writing, by all those who submitted responsive offer, then Canada shall continue immediately with the evaluation of the offers and its approval processes.

2.1.8 If the extension referred to above is not accepted, in writing, by all those who submitted responsive offer(s) then Canada shall, at its sole discretion: either continue to evaluate the responsive offer(s) of those who have accepted the extension and seek the necessary approvals; or cancel the solicitation; or cancel and reissue the solicitation.

2.2 Late Offers

All risks and consequences of incorrect delivery of electronic offers are the responsibility of the Offeror. The National Research Council Canada will not be responsible for late offers received at destination after the closing date and time, even if it was submitted before. Electronic offers received after the indicated closing time based on NRC servers' received time will be irrevocably rejected. Offerors 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 offers sent before closing time but received by the NRC servers after the closing time.

2.3 Submission of Offers

Technical and Financial Proposals must be **received electronically** no later than **14:00 Eastern Time (ET) (NRC's Server Time), August 12, 2024**, to the following NRC email address:

NRC.BidReceiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca

The NRC has restrictions on incoming e-mail messages. **The maximum e-mail message size including all file attachments must not exceed 10MB.** Zip files or links to offer documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the NRC e-mail system. An offer transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Proposals must not be sent directly to the Contracting Authority or the Technical Authority.

All submitted proposals become the property NRC.

2.4 Former Public Servant

Standing Offers awarded to 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 Standing Offers awarded to FPSs, Offerors must provide the information required below before Standing Offer award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

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.

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 Offeror must provide the following information, for all FPSs 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.

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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

2.5 Enquiries - Offer Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the offer closing date. Enquiries received after that time may not be answered.

Contracting Authority, Procurement Services
National Research Council Canada
Annette Driscoll - Annette.Driscoll@nrc-cnrc.gc.ca

To ensure the equality of information among Offerors, responses to general enquiries will be made available to all Offeror(s) unless such publications would reveal proprietary information. The Offeror who initiates the question will not be identified. Technical questions that are considered proprietary by the



Offeror must be clearly identified. NRC will respond individually to the Offeror if it considers the questions proprietary. If NRC does not consider the question proprietary, the Offeror 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 Offerors.

Offerors 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).

It is the responsibility of the Offeror to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Offeror must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

Offeror(s) should reference as accurately as possible the numbered item of the offer solicitation to which the enquiry relates. Care should be taken by Offeror(s) to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offeror may not be answered by Canada.

2.6 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province where the services are to be rendered.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

2.7 Offer Challenge and Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#). Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<https://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer in separate attachment sections (when applicable) as follows:



Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

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.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, offers should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Canada is committed to greening its supply chain. 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) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>), for this solicitation:

- Offerors are encouraged to offer or suggest green solutions whenever possible.
- Offerors 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.
- Offerors 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 are encouraged to offer goods and/or services certified to a reputable eco-label.
- Offerors should use equipment that has high energy efficiency or produces low air emissions.
- Offerors are encouraged to offer environmentally preferred products which supports a sustainable environment for nature and wildlife.
- Offerors are encouraged to offer environmentally preferred products which ensure the comfort and air quality of building occupants.

Offerors 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>

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.



The Offeror must provide the information for the region they wish to submit an offer by completing the region's associated sections in Annex D and completing Annex E.

In their offer, Offerors should demonstrate their understanding of the requirements contained in the request for standing offer (RFSO) solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposed offer will be evaluated. Simply repeating the statement contained in the RFSO solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Pricing Schedule.

The Offeror must provide the information for the region they wish to submit an offer by completing the region's associated sections in Annex B.

3.1.1 Electronic Payment of Invoices – Offer

Payments from the National Research Council Canada (NRC) are made by electronic payment. Direct deposit payments will be made in Canadian dollars and can only be deposited into Canadian bank accounts.

Only bank accounts outside of Canada are eligible to enroll as a Wire transfer payment method.

3.1.2 Exchange Rate Fluctuation

Offer 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 offer 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.

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offer will be assessed in accordance with the entire requirement of the offer solicitation including technical and financial evaluation criteria.



- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

Proposals will be assessed in accordance with the mandatory and rated evaluation attached as Annex D. Offerors shall provide a detailed response to each criterion. NRC reserves the right to verify any and all information provided by the Offeror in their proposal.

4.1.2 Financial Evaluation

The Contractor must complete the pricing schedule provided in Annex "B" and include it as a separate attachment in the electronic offer submission.

The cost proposal must have sufficient structure to show how the total proposed cost was calculated. It should contain the following elements:

- a) The individual price per task for each Region, in the appropriate "Price per task" column, for which they are submitting an offer.
- b) The amount and explanation for other miscellaneous expenses that could be incurred.
- c) Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations

Applicable Sales Tax: The GST, PST, QST or HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of applicable sales tax shall be disclosed and shown as a separate item.

4.2 Basis of Selection

Combined Rating of Technical Merit (50%) and Price (50%) with a minimum passing mark of 50% for the Technical Rated Criteria

To be declared responsive, an offer must:

- a) comply with all the requirements of the offer solicitation; and
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of 50% (45 points) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 90 points.

Offer not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 50$. P_i is the evaluated price (P) of each responsive bid (i).

*The table below illustrates an **example** where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).*

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)



		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly, during the offer evaluation period or during the contract period.



The Contracting Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the offer non-responsive or constitute a default under the Standing Offer.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when offering, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

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

SURNAME	GIVEN NAME(S)	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Offer Certification

By submitting a offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.



Canada will have the right to declare a offer non-responsive if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

5.2.3 Status and Availability of Resources

The Offeror certifies that, should it be awarded a Standing Offer as a result of the offer solicitation, every individual proposed in its offer will be available to perform the Work as required by Canada's representatives and at the time specified in the offer solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with at least the same qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

5.2.4 Set-aside for Indigenous Business

1. This procurement is **Conditionally Set Aside** under the federal government Procurement Strategy for Indigenous Business.
In order to be considered, the Bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB. If bids from two (2) or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.
For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex and;
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

or

 - ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.



4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



PART 6 – STANDING OFFER

The following clauses and conditions apply to and form part of any Standing Offer resulting from the Offer solicitation.

6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 The following security requirements (SRCL and related clauses) as described in Annex "C" apply and form part of the Standing Offer.

6.2.2 The Company Security Officer must ensure that the Offeror and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements. The President of the organization (or an equivalent senior official) may submit a Personnel screening, consent and authorizing form to the NRC's personnel security administrator at NRC.SS-PersonnelSecurity-SdeS-SecuriteduPersonnel.CNRC@nrc-cnrc.gc.ca for the employees of his or her organization.

6.3 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from approximately October 1, 2024 to March 31, 2026 inclusive.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional five (5) one (1) year periods, from approximately April 1, 2026 to March 31, 2031 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.



6.6 Authorities

6.6.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Annette Driscoll
Title: Senior Contracting Officer, Procurement Services

Address: National Research Council Canada
50 rue de la Francophonie, Moncton, NB E1A 7R1

Telephone: (506) 377-9104
E-mail address: Annette.Driscoll@nrc-cnrc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.6.2 Technical Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.6.3 Offeror's Representative *[to be inserted at standing offer award]*

Name: _____
Title: _____
Address: _____

Telephone: ____-____-_____
E-mail address: _____

6.7 Call-up Procedures

Services will be called-up as follows:

1. When a requirement is identified, the Technical Authority will establish the scope of services to be performed and will approach the highest-ranked offeror.
2. The Offeror will be provided the scope of services and will submit a proposal to the Technical Authority in accordance with the fixed "Price per task" established under the Standing Offer. The Offeror's Proposal shall include the name of the qualified resource performing the services and the estimated/required Tasks to fulfil the requirement. If the Offeror is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Offeror may propose a substitute with at least the same qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for NRC's approval in its sole discretion. If the Offeror is unable to provide a substitute with similar qualifications and experience, NRC may set aside the standing offer.



3. If the Offeror does not respond via email within two (2) working days of the request or is unable to meet the requirement, the Standing Offer authority will contact the next ranked offeror.
4. The Offeror will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer via NRC Purchase Order.
5. If all of the Offerors retained as part of this RFSO are unable to meet the requirements of the requested services, NRC reserves the right to go outside of this Standing Offer to fulfil its need.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) as per paragraphs 1 and 2 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. An NRC Purchase Order (PO) (NRC Form 769), which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act.

6.9 Limitation of Call-ups

Subject to Contracting Authority approval, there are no limitation to individual call-ups against the Standing Offer.

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) [2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services;
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) Annex "C", Security Requirements Check List;
- g) Annex "E", Proposed Team per Region;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.11 Certification and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing



additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.12 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province where the services are to be rendered.

6.13 Transition services at end of Standing Offer period

The Offeror acknowledges that the nature of the services provided under the Standing Offer requires continuity and that a transition period may be required at the end of the Standing Offer. The Offeror agrees that Canada may, at its discretion, extend the Standing Offer by a period of three (3) months under the same conditions to ensure the required transition. The Offeror agrees that, during the extended period of the Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Standing Offer Authority will advise the Offeror of the extension by sending a written notice to the Offeror at least 20 calendar days before the Standing Offer expiry date. The extension will be evidenced for administrative purposes only, through a Standing Offer amendment.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.2 General Conditions

2035 (2022-12-01), General Conditions - Services (Higher Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The estimated period of the Contract is from date of Contract signature, approximately _____ inclusive to _____, inclusive.

7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Annette Driscoll
Title: Senior Contracting Officer, Procurement Services
National Research Council Canada
Address: 50 rue de la Francophonie, Moncton, NB E1A 7R1

Telephone: (506) 377-9104
E-mail address: Annette.Driscoll@nrc-cnrc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.4.2 Technical Authority

The Technical Authority for the Contract is: *[to be inserted at contract award]*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the



Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.4.3 Contractor's Representative *[to be inserted at contract award]*

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail address: _____

7.5 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.6 Payment

7.6.1 Basis of Payment

The Contractor will be paid for costs reasonably and properly incurred in the performance of the work under this Contract in accordance with the following:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "B" as indicated on page 1 of the contract. Customs duties are excluded and Applicable Taxes are extra.

NRC will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.6.2 Limitation of Expenditure

Unless otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's financial liability to the Contractor under this Contract shall not exceed \$_____ (*insert the sum*). Customs duties are excluded and Applicable Taxes are extra. The Contractor must not perform any work that would cause the total liability of NRC to exceed this limitation unless authorized in writing by the Contracting Authority through a contract amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Contractor.

7.6.3 Method of Payment - Multiple Payment

NRC will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice, timesheet and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by NRC;
- c. the Work delivered has been accepted by NRC.

7.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):



- a. Direct Deposit (Domestic Only);
- b. Wire Transfer (International Only);

7.7 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, good and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices **must** be sent to: nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca

PLEASE QUOTE CONTRACT NO. [to be inserted at contract award] ON ALL DOCUMENTATION AND INVOICES.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its offer or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by NRC during the entire period of the Contract.

7.10 Applicable Laws

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province where the services are to be rendered.

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the supplemental general conditions 2035 (22-12-01);
- c) ANNEX A, Statement of Work;
- d) ANNEX B, Pricing Schedule;
- e) ANNEX C, Security Requirements Check List;
- f) Annex "E", Proposed Team per Region;
- g) the Contractor's offer dated _____ (*insert date of offer*)

7.12 Insurance – No Specific Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by



the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.13 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted 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, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

7.14 Non-Permanent Resident (Foreign Company)

The Contractor shall ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfilment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry. The Contractor shall ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor shall be responsible for all costs incurred as a result of non-compliance with immigration requirements.

OR

7.15 Non-Permanent Resident (Canadian Company)

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 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.

7.16 Government Smoking Policy

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.

7.17 Access to Government Facilities/Equipment

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical 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 Technical Authority.

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.

7.18 Environmental Considerations

NRC is committed to greening its supply chain. In April 2006, NRC 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 Policy on Green Procurement-Canada.ca , 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 Standing Offering 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.canada.ca/en/public-services-procurement/services/acquisitions/green-procurement-tools.html>

7.19 Government Smoking Policy

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.

7.20 Access to Government Facilities/Equipment

Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Technical 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 Technical Authority. 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