



**RETURN OFFERS TO:**

**RETOURNER LES  
OFFRES À :**

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**

<b>Title – Sujet</b> <b>Event and Activity Coordinator and Producer</b>	
<b>Solicitation No. – N° de l'invitation</b> 23-58079	<b>Date</b> August 01, 2023
<b>Solicitation Closes – L'invitation prend fin</b>  <b>August 28, 2023 - 2 :00 PM</b>	<b>Time Zone</b> Fuseau horaire  <u>ET</u>
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:Roxanne.AzziAbboud@nrc-cnrc.gc.ca">Roxanne.AzziAbboud@nrc-cnrc.gc.ca</a>	
<b>Email address – l'adresse courriel :</b> <a href="mailto:Roxanne.AzziAbboud@nrc-cnrc.gc.ca">Roxanne.AzziAbboud@nrc-cnrc.gc.ca</a>	
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>	

<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



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**ANNEX “A”, Statement of Work**  
**ANNEX “B”, Basis of Payment**  
**ANNEX “C”, Security Requirement Check List (SRCL)**



## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of Offer closing, the following conditions must be met:

(a) the Offeror must hold a valid organization security clearance as indicated in Part 6 - Resulting Standing Offer 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 Standing Offer 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-SecureduPersonnel.CNRC@nrc-cnrc.gc.ca](mailto:NRC.SS-PersonnelSecurity-SdeS-SecureduPersonnel.CNRC@nrc-cnrc.gc.ca)

### **1.2 Statement of Work**

1.2.1 To provide services related to the coordination and production of virtual and hybrid activities 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 a minimum of three (3) vendors on an "as required basis" to provide services related to the coordination and production of virtual and hybrid activities. Once the vendors have been evaluated and awarded Standing Offer s as a result of this RFSO, NRC intends to choose, at its sole discretion, the vendor that will provide services on a "case per case" basis.**

1.2.3 For any Standing Offer s 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 a minimum of three (3) Standing Offer Agreements will be established as a result of this Request for Standing Offers. The potential value of the scope of services is expected to range from \$50,000 to \$100,000 per event and/or activity. The annual expenditures are an estimate only and can be more or less and should not invalidate the financial offer submitted as part of this process.

**1.2.6. The Call-up procedures requires that when a requirement is identified, NRC will approach one of the Offeror of its choice. NRC reserves the right to select, at its sole discretion, the offeror that can best serve the event and/or activity. If the offeror does not respond within 2 working**



**days of the request or is unable to meet the requirement, the Standing Offering authority will select another offeror under the same basis.**

**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 NRC reserves the right to waive minor non-compliances at its sole discretion.

1.2.9 NRC reserves the right to extend the services of the successful Standing Offer holders beyond the scope of this request for Standing Offer, at its sole discretion.

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the Offer solicitation process. Offerors should make the request to the Standing Offering 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 Offer and one electronic Financial Offer in two separate attachments to fulfil the following requirement forming part of this Request for Standing Offer. One attachment must be clearly marked 'Technical Offer' and the other attachment must be marked 'Financial Offer'. All financial information must be fully contained in the Financial Offer, and only in the Financial Offer. Vendors who provide financial information in the technical offer will be disqualified. All offers should include the front page of this RFSO duly completed.

2006 (2023-06-08), Request for Standing Offers, Goods or Services – Competitive Requirement 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.

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

**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 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 Standing Offer without negotiation.

**2.1.3** Offerors who submit a 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 sixty (60) days 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 Offers, 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 Offers then Canada shall, at its sole discretion: either continue to evaluate the responsive Offers 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 offer 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 Offers must be **received electronically** no later than 14:00 ET (NRC's Server Time), *August 28, 2023*, to the following NRC email address:

[NRC.Offer.Receiving-ReceptiondesSoumissions.CNRC@nrc-cnrc.gc.ca](mailto:NRC.Offer.Receiving-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. A Offer transmitted by e-mail that gets blocked by the NRC e-mail system will be considered not received.

Offers must not be sent directly to the Contracting Authority or the Project Authority.

All submitted offers 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 [Standing Offering Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Standing Offers](#).

### 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 Standing Offers subject to the restrictions of a work force adjustment program.

## 2.5 Enquiries - Offer Solicitation

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

Contracting Authority, Procurement Services

National Research Council Canada

Roxanne Azzi Abboud- [Roxanne.AzziAbboud@nrc-cnrc.gc.ca](mailto:Roxanne.AzziAbboud@nrc-cnrc.gc.ca)

To ensure the equality of information among Offerors, responses to general enquiries will be made available to all Offerors 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 Offer ding System (OBS) to all Offerors.

Offerors 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).

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

Offerors should reference as accurately as possible the numbered item of the Offer solicitation to which the enquiry relates. Care should be taken by Offerors 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 Offerors may not be answered by Canada.

## 2.6 Applicable Laws

Any resulting Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

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 \(OPO\)](#). vendors 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/Offer-follow-up/Offer-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 offers 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 offers submitted, or to accept any offer in whole or in part without negotiation. A Standing Offer 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>). To assist Canada in reaching its objectives, Offerors 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>), 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 Standing Offering 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.

### **Section II: Financial Offer**

Offerors must submit their Financial Offer in accordance with the Basis of Payment.

#### **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**

Offers 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 Standing Offer 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) Offers will be assessed in accordance with the entire requirement of the Offer solicitation including technical evaluation criteria within budget.



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

#### **4.1.1 Technical Evaluation**

Offers will be assessed in accordance with the mandatory and rated evaluation attached as Annex "B". 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 offer.

#### **4.1.2 Financial Evaluation**

The Offeror must complete the pricing schedule provided in Annex "C" and include it as a separate attachment in the electronic Offer submission.

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

- a) The number, classification and per diem and/or hourly rate for all assigned personnel. For each classification, the number of workdays should be defined.
- b) The amount and explanation for other miscellaneous expenses that could be incurred.
- c) The Offeror will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

#### **4.2 Basis of Selection**

##### **Highest technical within budget**

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 75 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100.

Offers not meeting (a) or (b) or (c) will be declared non-responsive. The responsive offer(s) with the highest technical score(s) within the budget of \$85,000.00 CAD plus taxes will be recommended for award of a Standing Offer.

#### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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



The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a Offer non-responsive, or will declare a Standing Offeror 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 Standing Offer period.

The Standing Offering 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 Standing Offering 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 Standing Offer 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 Standing Offering 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 Offer ding, Standing Offering 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 Offer ding 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 Offer ding as sole proprietorship, as well as those Offer ding as a joint venture, must provide the name of the owner(s).

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



## 5.2.2 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 similar qualifications and experience. The Offeror must advise the Standing Offering 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 Standing Offering 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.

## PART 6 – RESULTING STANDING OFFER CLAUSES

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

### 6.1 Security Requirements

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

### 6.2 Statement of Work

The Standing Offeror must perform the Work in accordance with the Statement of Work at Annex "A" and the Standing Offeror's Technical Offer entitled \_\_\_\_\_, dated \_\_\_\_\_.

### 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 of the Standing Offer is from date of Standing Offer signing to September 30, 2024 inclusive.

#### 6.4.2 Option to Extend the Standing Offer

The Standing Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to five (5) additional one (1) year period(s) under the same conditions. The Standing Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Standing Offeror at least 15 calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offering Authority, and will be evidenced for administrative purposes only, through a Standing Offer amendment.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Standing Offer is:

Name: Roxanne Azzi Abboud  
Title: Senior Contracting Officer  
National Research Council Canada  
Address: 1200 Montreal Road, Ottawa, Ontario K1A 0R6  
Telephone: (613) 299-9650  
E-mail address: [Roxanne.AzziAbboud@nrc-cnrc.gc.ca](mailto:Roxanne.AzziAbboud@nrc-cnrc.gc.ca)

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

#### 6.5.2 Technical Authority

The Technical Authority for the Standing Offer is: *[to be inserted at Standing Offer 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 Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer amendment issued by the Contracting Authority.

#### 6.5.3 Standing Offeror's Representative *[to be inserted at Standing Offer award]*

Name: \_\_\_\_\_



Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Standing Offers 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 Standing Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Standing Offering Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

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

In consideration of the Standing Offeror satisfactorily completing all of its obligations under the Standing Offer, the Standing Offeror will be paid a firm unit price(s), as specified in Annex "B" for a cost of \$ \_\_\_\_\_ *(insert the amount at Standing Offer award)*. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Standing Offeror 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.

### Travel and Living Expenses

The Standing Offeror will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Standing Offeror any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

**Total Estimated Standing Offer Price :** \_\_\_\_\_ *(insert the sum of the firm price and the limitation of expenditure)*, Applicable Taxes extra.

### 6.7.2 Limitation of Expenditure

Unless otherwise authorized in writing by the National Research Council of Canada (NRC), NRC's financial liability to the Standing Offeror under this Standing Offer shall not exceed \$ \_\_\_\_\_ *(insert the sum)*. Customs duties are excluded and Applicable Taxes are extra. The Standing Offeror 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 Standing Offer amendment. All work shall be done to the full satisfaction of the Technical Authority named herein before any payment shall become due to the Standing Offeror.

### 6.7.3 Method of Payment

**SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payment**



Canada will pay the Standing Offeror upon completion and delivery of units in accordance with the payment provisions of the Standing Offer if:

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

#### **6.7.4 Electronic Payment of Invoices – Standing Offer**

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

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

#### **6.8 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, good and all services rendered under the Standing Offer 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 Standing Offeror before recommending payment.

#### **6.9 Invoicing Instructions**

The Standing Offeror 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](mailto:nrc.invoice-facture.cnrc@nrc-cnrc.gc.ca)

**PLEASE QUOTE STANDING OFFER NO. *[to be inserted at Standing Offer award]* ON ALL DOCUMENTATION AND INVOICES.**

#### **6.10 Certifications and Additional Information**

##### **6.10.1 Compliance**

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

##### **6.11 Applicable Laws**

The Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

##### **6.12 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 General Conditions 2005 (2022-12-01);
- (c) ANNEX "A", Statement of Work;
- (d) ANNEX "B", Basis of Payment;
- (e) ANNEX "C", Security Requirements Check List (*if applicable*);
- (f) the Standing Offeror's Offer dated \_\_\_\_\_ (*insert date of Offer*) (*If the Offer was clarified or amended, insert at the time of Standing Offer award:* " ,

### **6.13 Dispute Resolution**

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Standing Offer, 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca). For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

### **6.14 Non-Permanent Resident (Foreign Company)**

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

### **6.15 Non-Permanent Resident (Canadian Company)**

The Standing Offeror is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfilment of the Standing Offer. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC). HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Standing Offeror will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

### **6.16 Government Smoking Policy**

Where the performance of the work requires the presence of the Standing Offeror's personnel on government premises, the Standing Offeror shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

### **6.17 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 Standing Offeror's activities, nor control of the Standing Offeror's hours of work by the Technical Authority.



The Standing Offeror 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.

### **6.18 Environmental Considerations**

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

- \* Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.
- \* Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the 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.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>