



NAS-SI-RFSO-300
Standard Instructions - Request for Standing Offers - Competitive
Requirements

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4 Late Offers

Nasittuq will return or delete offers delivered after the stipulated RFSO closing date and time. For late offers submitted using means of courier or delivery services, the physical offer will be returned and for offers submitted electronically, the late offers will be deleted. Records will be kept documenting the transaction history of all late offers submitted.

5 Legal Capacity

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Offerors submitting an offer as a joint venture.

6 Rights of Nasittuq

Nasittuq reserves the right to:

- a) reject any or all offers received in response to the RFSO;
- b) enter into negotiations with Offerors on any or all aspects of their offers;
- c) authorize for utilization any offer in whole or in part without negotiations;
- d) cancel the RFSO at any time;
- e) reissue the RFSO;
- f) if no responsive offers are received and the requirement is not substantially modified, reissue the RFSO by inviting only the Offerors who submitted an offer to resubmit offers within a period designated by Nasittuq; and,
- g) negotiate with the sole responsive Offeror to ensure best value to Nasittuq.

7 Communications - Solicitation Period

To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be directed only to the Standing Offer Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.

To ensure consistency and quality of information provided to Offerors, significant enquiries received and the replies to such enquiries will be provided simultaneously to Offerors to which the RFSO has been sent, without revealing the sources of the enquiries.

8 Price Justification

In the event that the Offeror's offer is the sole responsive offer received, the Offeror must provide, on Nasittuq's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to Nasittuq; or
- b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by Nasittuq.

9 Offeror Costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the RFSO. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

10 Conduct of Evaluation

10.1 In conducting its evaluation of the offers, Nasittuq may, but will have no obligation to, do the following:

- a) seek clarification or verification from Offerors regarding any or all information provided by them with respect to the RFSO;
- b) contact any or all references supplied by Offerors to verify and validate any information submitted by them;
- c) request, before issuance of any standing offer, specific information with respect to Offerors legal status;
- d) conduct a survey of Offerors' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSO;
- e) correct any error in the extended pricing of offers by using unit pricing and any error in quantities in offers to reflect the quantities stated in the RFSO; in the case of error in the extension of prices, the unit price will govern.
- f) verify any information provided by Offerors through independent research, use of any government resources or by contacting third parties;
- g) interview, at the sole costs of Offerors, any Offeror and/or any or all of the resources proposed by Offerors to fulfill the requirement of the RFSO.

10.2 Offerors will have the number of days specified in the request by the Contract Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the offer being declared non-responsive.

11 Conflict of Interest

11.1 In order to protect the integrity of the procurement process, Offerors are advised that Nasittuq may reject a bid in the following circumstances:

- a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

11.2 The experience acquired by a Offeror who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.

11.3 Where Nasittuq intends to reject a bid under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Nasittuq's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

12 Entire Requirement

The RFSO contains all the requirements relating to the request for offers. Any other information or documentation provided to or obtained by an Offeror from any source are not relevant. Offerors should not assume that practices used under previous contracts will continue, unless they are described in the RFSO. Offerors should also not assume that their existing capabilities meet the requirements of the RFSO simply because they have met previous requirements.

13 Further information

For further information, offerors may contact the Standing Offer Authority identified in the RFSO.

14 Offerors Understanding of the Documentation

No Offeror will claim at any time after submission of its offer that there was any misunderstanding with respect to the conditions imposed by the terms of either the RFSO or the resultant Standing Offer and Call Up.

15 Code of Conduct for Procurement— Offer

The [Code of Conduct for Procurement](#) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement, may render the offer non-responsive.