



**A1. DEPARTMENTAL REPRESENTATIVE**

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**Request for Standing Offer (RFSO)  
Best Value (Point Rated)**

for

ARCHITECTURE and ENGINEERING  
SERVICES

Performance of the Work described in  
Appendix "A" – Statement of Work

<b>A2. TITLE</b> ARCHITECTURE & ENGINEERING SERVICES		
<b>A3. SOLICITATION NUMBER</b> ARB-RFSO-AESVC-13066	<b>A4. PROJECT NUMBER</b> N/A	<b>A5. DATE</b> June 19th, 2014
<b>A6. RFSO DOCUMENTS</b> <ol style="list-style-type: none"> <li>Request for Standing Offer (RFSO) title page</li> <li>Submission Requirements and Evaluations (Section I)</li> <li>Price Proposal (Section II)</li> <li>General Instructions (Section III)</li> <li>The attached Standing Offer and Call-Up Authority</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<b>A7. PROPOSAL DELIVERY</b> <p>In order for the proposal to be valid, it must be received no later than <b>14:00 EDT hrs. on July 29th, 2014</b> referred to herein as the "Closing Date".</p> <p>Electronic proposals must have two (2) separate files attached, the first <b>must be</b> labelled "<b>Technical Proposal</b>" the second <b>must be</b> labelled "<b>Price Proposal</b>". Failure to comply will be grounds for disqualification and proposal will not be evaluated.</p> <p><b>Email file size cannot exceed 5MB</b></p> <p><b>Subject Line: ARB-RFSO-AESVC-13066</b></p> <p>Electronic proposals must sent <b>only</b> to the following email address: Email: <a href="mailto:aacr-contracts@international.gc.ca">aacr-contracts@international.gc.ca</a></p> <p><b>Please note:</b> Electronic Proposals must not be copied to any other address or individual. Failure to comply will be grounds for disqualification and proposal will not be evaluated.</p> <p>Requests for confirmation of receipt of proposal should be sent to: Attention: Anthony Jarvis Email: <a href="mailto:Anthony.Jarvis@international.gc.ca">Anthony.Jarvis@international.gc.ca</a> Telephone: (613) 943-8153</p> <p><b>Please note: NO proposals are to be sent directly to the individual above.</b></p>		
<b>A8. PROPOSAL CONTENT</b> <p>All the information required in Section SR4 must appear on Section II - Price Proposal ONLY and included in a separate attachment marked "Price Proposal". Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration.</p>		
<b>A9. ENQUIRIES</b> <p>All enquiries or issues concerning this RFSO must be submitted in writing to the Departmental Representative no later than five (5) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.</p>		
<b>A10. LANGUAGE</b> <p>Proposals shall be submitted in English or French.</p>		
<b>A11. STANDING OFFER DOCUMENTS</b> <p>The draft Standing Offer which the selected Proponents will be expected to execute is included with this RFSO. Proponents are advised to review it in detail and identify any unduly onerous clauses to the Departmental Representative in accordance with A9 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Standing Offer documents.</p>		

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**SECTION I – SUBMISSION REQUIREMENTS AND EVALUATIONS****SR1 INTRODUCTION****SR1.1 Request For Standing Offer**

- a. Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs Canada ("The Minister"), is inviting Proponents, by issuance of this Request for Standing Offer (RFSO), to establish Standing Offer(s) (SO) for the provision of Services described in the Statement of Work - Appendix "A" of the attached draft Standing Offer and Call-up Authority, hereinafter referred to as the "Work", on an "as and when requested" basis for a period of two (2) years with the provision to extend the Standing Offer period for up to one (1) additional one year period. It is the intention of Her Majesty to award a Standing Offer for up to three (3) firms.
- b. Business volume has been estimated at \$150,000 per year. This is not to be interpreted as a commitment on the part of Her Majesty for future business requirements.

**SR1.2 Standing Offer (SO)**

A Standing Offer (SO) is not a Contract. It is an offer made by an Offeror (a Supplier or a Provider) for the provision of certain Services to clients at prearranged prices or a prearranged pricing basis, under set terms and conditions that is open for acceptance by authorized user(s) on behalf of Canada during a specified period of time. A separate Contract is formed each time a call-up for the provision of Goods and/or Services is made against a Standing Offer.

**SR1.3 Standing Offer Process**

- a. The Standing Offer method of supply is essentially a two Phase procurement process.
- b. Phase I is the issuance of an RFSO to Suppliers, and the issuance, following evaluation of the offers received in response to the RFSO in accordance with the terms and conditions of the RFSO, of one or more SOs to Qualified Supplier(s).
- c. It is expected that no more than three (3) SOs will be established as a result of this RFSO.
- d. If no more than three responsive offers are received, Canada reserves the right to issue less than three (3) Standing Offers or to cancel this solicitation.
- d. Once the Qualified Supplier(s) has been established and an appropriate Standing Offer entered into with the Qualified Supplier(s), Phase II begins through the issuance of separate Call-Ups, on an as-and-when-requested basis for the required Services in accordance with the terms and conditions of the Standing Offers and Her Majesty's procurement policies. These Call-Ups form a contractual agreement between Her Majesty and the Qualified Supplier(s) for the Services offered.
- e. The Standing Offer will be available for use upon signature by Her Majesty and will be effective on the same date. A Supplier will be considered to have been added to the Qualified Suppliers list upon signature of the Standing Offer. The issuance of Standing Offers does not oblige Canada to issue Call-Ups to Contract for any of the Services described in SOs or to spend any monies whatsoever.
- f. Call-Ups will be issued on a competitive basis to the Qualified Supplier determined by Percentage basis, through the issuance of separate Call-Ups, on an as-and-when-requested basis for the required Services. **It is the intention** of Her Majesty to request a volume of 50% of the total value of the SO from the first ranked Qualified Supplier for the provisions of services, a volume of 30% from the second ranked Qualified Supplier, and 20% from the third ranked Qualified Supplier. Each call-up will be issued on a rotational basis, with the first call-up issued to the first ranked Qualified Supplier, and so on. At such time the volume percentage is consumed for a Qualified Supplier, the rotation will continue amongst the Suppliers with volume percentage remaining. Each Call-Up issued in accordance with the resulting SO shall be subject to the terms and conditions stated in the SO.
- g. If two standing offers are issued, the highest ranked Qualified Supplier will receive 60% of the

- work, the second highest Qualified Supplier will receive 40% of the work.
- h. If one Standing Offer is issued, the highest ranked Qualified Supplier will receive 100% of the work.
  - i. The Qualified Supplier will have two (2) business days to respond to the request for call-up unless otherwise directed by the Departmental Representative. No response within the two (2) business days, or the specified time, will be considered as a refusal to complete the work. A refusal to complete the work may be grounds for receiving a non-performance strike as per SC4 of the Draft Standing Offer and Call-up Authority.
  - j. In response to the call-up, a Qualified Supplier shall present the Departmental Representative a proposed work plan (including resources to work on the call-up and devoted hours, and schedule of deliverables), and estimated call-up value.

## SR2 TECHNICAL PROPOSAL (70 POINTS)

Technical Proposals **must not** exceed twenty (15) single-sided pages of 8½ "x 11" paper, minimum type face 10 pts. All material shall be printed on 8.5" x 11" or A4 paper. Material exceeding the twenty (15) page maximum will **NOT** be considered. For the sake of clarity and comparative evaluation, Proponents should respond using the same subject headings and numbering structure in this document.

Proponents are required to obtain, at minimum, a rating of "adequate" on the criteria set out in SR3.1, and SR3.2. Note that "adequate" ratings are defined below for each evaluation criteria. Proposals not meeting this requirement will not be given any further consideration. For a proposal to receive higher marks, it must elaborate on understanding and delivery strategy.

### MANDATORY CRITERIA

- SR2.1 The Proponent must propose one (1) lead Senior Architect and one (1) back-up Senior Architect. The Proponent must demonstrate that both proposed Senior Architects are licenced to practice as Architects and each must have a minimum of ten (10) years' experience as an Architect.
- SR2.2 The Proponent must propose one (1) Intermediate Architect. The Proponent must demonstrate that the Intermediate Architect is licenced to practice as an Architect and has five (5) years of experience as an Architect
- SR2.3 The Proponent must propose one (1) Technologist. The Proponent must demonstrate that the proposed Technologist has five (5) years of experience as a Technologist.

Related experience for ALL proposed resources must be within the past ten (10) years.

Reference checks may be sought to verify the information in the bidder's proposal.

Personnel Required	Minimum Years of Experience Required	Proposed Back-up Required (Y/N)
Senior Architect (lead and backup)	Ten (10) within the last ten (10) years	Y
Intermediate Architect	Five (5) within the last ten (10) years	N
Technologist	Five (5) within the last ten (10) years	N

**SR2.4** Each proposed resource (including backup senior architect) must have a valid Government of Canada security clearance to the level of SECRET by the time of call-up award.

### SR3.0 POINT RATED CRITERIA

Clearly state the approach and methodology in the delivery of the required service as per Appendix “A”.

#### SR3.1 Corporate Experience (40 points)

**Intent:**

Evaluate the Proponent’s recent corporate experience on projects of similar size and scope.

**Adequate** experience consists of **three (3)** recent (within the past ten years from this RFSO bid closing date) projects of the same size and scope (e.g. private or public Class “A” buildings and Government facilities) or an equivalent combination of larger and smaller projects.

To receive higher marks, Proponents should demonstrate experience with projects involving Embassies, Consulates, Official Residencies, and/or experience with projects having stringent security requirements.

**Information to be submitted:**

The response to be provided here can consist of existing material (brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on specific projects should include:

- a. title of project(s), location (city, country);
- b. brief description of project scope, client, cost and schedule;
- c. dates of participation in the project; and
- d. Corporate role in the project.

**Rating:**

Significantly exceeds the requirement 37-40	Exceeds the requirement 22-36	Adequate 21	Does not meet the requirement 0-20
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#### SR3.2 Experience of Personnel (30 points)

**Intent:**

Evaluate the recent experience of each proposed resource and proposed back-up, on projects of similar size and scope.

**Adequate** experience consists of **three (3)** recent (within the past ten years from this RFSO bid closing date) projects of the same size and scope (e.g. private or public Class “A” buildings and Government facilities) or an equivalent combination of larger and smaller projects.

To receive higher marks, Proponents should demonstrate experience with projects involving Embassies, Consulates, Official Residencies, and/or experience with projects having stringent security requirements.

**Information to be submitted:**

The response to be provided here can consist of existing material (resumes, reference letters, etc.). To facilitate evaluation, information on the proposed individuals should include:

- a. area(s) of expertise of individuals(including the backup Architect) being proposed;
- b. individuals' years of experience;
- c. individuals' years with the Proponent entity;
- d. responsibilities held, by the individuals being proposed, for projects they have completed; and
- e. Certification and licensing as appropriate

**Rating:**

Significantly exceeds the requirement 27-30	Exceeds the requirement 16-26	Adequate 16	Does not meet the requirement 0-15
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**SR4 PRICE PROPOSAL (30 points)**

**All the information required in Section SR3 must appear on Section II - Price Proposal ONLY and sealed in a separate envelope marked "Price Proposal".** Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the Technical Proposal evaluation is completed. If it becomes clear that the Price Score would not alter the standing of any Proposal, that Price Proposal attachment will **NOT** be opened.

**SR4.1 Firm Fixed Per Diem Rate**

- a. Proponents shall quote an all inclusive Firm Fixed Per Diem Rate (excluding the cost of The Minister's services and equipment\ furniture) for each type of personnel listed in the table in Section II - Price Proposal.
- b. Proponents shall estimate the value of taxes (including VAT as per SR4.2) expected to be payable by Her Majesty as a result of entering into a Contract with the Proponent;
- c. All payments shall be made according to the terms of payment set out in the attached draft Contract;
- d. Price Proposals not meeting the above requirements will **NOT** be given any further consideration.

**SR4.2 Taxes & Duties (not rated)**

- a. Proponents are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below ) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.
- b. Her Majesty will pay the VAT specified in the Price Proposal provided:
  - i) that amount is applicable to the Work provided by the Contractor to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Contractor to any third party (including subcontractors);
  - ii) Her Majesty is unable to procure an exemption from VAT in respect of the Work;
  - iii) the Contractor agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;
  - iv) the VAT is shown separately on all of the Contractor's invoices and progress claims; and
  - v) the Contractor agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Contractor pursuant to applicable tax laws.

**SR4.3 Rating**

The Proponent with the lowest proposed Total Weighted Per Diem (TWPD) will be awarded 30 points. Other Price Proposals will be scored in arithmetic proportion as per the following formula:

$$\text{Score} = 30 - \frac{(\text{Price Proposal} - \text{lowest Price Proposal}) \times 30}{(\text{lowest Price Proposal})}$$

**Example:**

(In this example, Proposal 1 is the lowest TWPD)

Proposal 1 = 100 Score = 30 pts

Proposal 2 = 110 Score =  $30 - \frac{(110 - 100) \times 30}{(100)} = 30 - 3 = 27$  pts

Proposal 3 = 125 Score =  $30 - \frac{(125 - 100) \times 30}{(100)} = 30 - 7.5 = 22.5$  pts

Proposal 4 = 145 Score =  $30 - \frac{(145 - 100) \times 30}{(100)} = 30 - 13.5 = 16.5$  pts

Proposal 5 = 150 Score =  $30 - [(150 - 100) \times 30 / (100)] = 30 - 15 = 15$  pts

Proposal 6 = 175 Score =  $30 - [(175 - 100) \times 30 / (100)] = 30 - 22.5 = 7.5$  pts

Proposal 7 = 200 Score =  $30 - [(200 - 100) \times 30 / (100)] = 30 - 30 = 0$  pts

#### SR4.4 Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the proposed Per Diem Rate, in one or more of the following forms, should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the price of each component of the Work, may lead to disqualification.

- a. current published price list indicating the percentage discount available to Canada; or
- b. copies 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 Canada.

SECTION II - PRICE PROPOSAL

Name of Organization: \_\_\_\_\_

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

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ x \_\_\_\_ Fax number: (\_\_\_\_) \_\_\_\_-\_\_\_\_ x \_\_\_\_

Email: \_\_\_\_\_@\_\_\_\_\_

Category	Type of Personnel	SO Year 1	SO Year 2	Option Year 1	Total	Average	Weighting for evaluation	Total
I	Senior Architect (lead and backup)						.20	
II	Intermediate Architect						.50	
III	Technologist						.30	
<b>TOTAL</b>								

Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked}}{7.5 \text{ hours}} \times \text{firm fixed per diem rate}$$

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Capacity



## SECTION III - GENERAL INSTRUCTIONS

**GI1 RESPONSIVENESS**

For a Proposal to be considered valid, it must comply with all the requirements of this RFSO identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

**GI2 ENQUIRIES - SOLICITATION STAGE**

All enquiries or issues concerning this RFSO must be submitted in writing to the Departmental Representative as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A9 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.

To ensure consistency and quality of information provided to Proponents, the Departmental Representative will give notice, in the same manner as this RFSO, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.

All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Departmental Representative named herein. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your Proposal.

**GI3 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD**

Should any Proponent consider that the Specifications or Statement of Work contained in this RFSO can be improved technically or technologically, the Proponent is invited to make suggestions, in writing, to the Departmental Representative named herein. The Proponent must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Proponent will be given consideration provided they are received by the Departmental Representative within the timeframe described in A9 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

**GI4 PROPOSAL PREPARATION COST**

The costs, including travel incurred by the Proponent in the preparation of its Proposal and/or the negotiation (if applicable) of any resulting Contract will be the sole responsibility of the Proponent and will not be reimbursed by Her Majesty.

**GI5 PROPOSAL DELIVERY**

Proposals and/or Amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A7, on or before the Closing Date and Time specified in A7.

Responsibility for Proposal delivery: The Proponent has sole responsibility for the timely receipt of a Proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for Proposals that are directed to a location other than the one stipulated in A7.

Late Proposals: The minister will return unopened Proposals received after the Closing Date and Time specified in A7.

**GI6 VALIDITY OF PROPOSAL**

Any Proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.

**GI7 RIGHTS OF CANADA**

Her Majesty reserves the right:

- a. during the evaluation to submit questions to or conduct interviews with Proponents, at Proponents cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent with respect to this RFSO;
- b. to reject all Proposals received in response to this RFSO if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
- c. to accept any Proposal in whole or in part without prior negotiation;
- d. to cancel and/or re-issue this RFSO at any time;
- e. to award one or more Standing Offers, if applicable;
- f. to retain all Proposals submitted in response to this RFSO;
- g. not to accept any deviations from the stated terms and conditions;
- h. to incorporate all, or any portion of the Statement of Work, Request for Standing Offers and the successful Proposal in any resulting Contract; and
- i. not to award any Standing Offers at all.

**GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT**

Canada may reject a Proposal where the Proponent, including the Proponent's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. Section 121, Frauds upon the Government;
- b. Section 124, Selling or Purchasing Office; or
- c. Section 418, Selling Defective Stores to Her Majesty. (Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

Where Canada intends to reject a proposal pursuant to a provision of GI8, the Departmental Representative will so inform the Proponent and provide the Proponent ten (10) calendar days within which to make representations, prior to making a final decision on the Proposal rejection.

**GI9 INCURRING OF COST**

No costs incurred before receipt of a signed Contract or specified written authorization from the Departmental Representative can be charged to any resulting Contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the Departmental Representative. The Proponent's attention is drawn to the fact that the Departmental Representative is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

**GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT**

Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

**GI11 PROPERTY OF HER MAJESTY**

All correspondence, documents and information provided to the Minister by any Proponent in connection with this RFSO will become the property of Her Majesty and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.

**GI12 RIGHTS OF UNSUCCESSFUL BIDDERS**

Proponents are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications,

photographs, etc. shall, upon opening of the envelope by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Proponents of this RFSO competition. The keeping of such information by Canada's Department of Foreign Affairs is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful bidders to this RFSO process, all the documents submitted by competing Proponents are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada's Department of Foreign Affairs assures Proponents that it will at no time use those materials for any commercial purposes without the written consent of the authors.

**GI13 PRICE SUPPORT**

In the event that the Proponent's proposal is the sole responsive Proposal received, the Proponent must provide, on the Minister's request, one or more of the following price support if applicable:

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

**GI14 VENDOR PERFORMANCE**

**GI14.1** Canada may reject a Proposal where any of the following circumstances is present:

- a. the Proponent, or any employee or Subcontractor included as part of the proposal, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code; or
- b. the Proponent is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Proponent ineligible to submit a proposal on the Work;
- c. an employee or Subcontractor included as part of the proposal, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to submit a proposal on the Work, or the portion of the Work the employee or subcontractor is to perform;

d. with respect to current or prior transactions with the Government of Canada:

- i. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- ii. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees or any Subcontractor included as part of its proposal;
- iii. Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Proponent, any of its employees or any Subcontractor included as part of its proposal; or
- iv. Canada determines that the Proponent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Proponent executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being proposal on.

**GI14.2** Where Canada intends to reject a Proposal pursuant to a provision of paragraph 1, other than 1(b), the Standing Offer Authority will so inform the Proponent and provide the Proponent ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

**GI15 STANDING OFFER PARTICULARS**

**GI15.1** The Proponent acknowledges that a Standing Offer is not a Contract. It is an offer open to acceptance by Foreign Affairs and International Trade Canada.

**GI15.2** The Proponent offers to provide and deliver to the Minister, the Services listed at the price(s) or on the pricing basis set out, as and when the Standing Offer Authority may request such Services, in accordance with the following provisions.

**GI15.3** It is understood and agreed that:

- a. a Standing Offer Call-Up shall form a Contract only for those Services which have been called-up, provided always that such call-up is made in accordance with the provisions of the Standing Offer;
- b. the issue and distribution of the authorization to use this Standing Offer does not oblige Canada to authorize or order all or any of the Services described in the Standing Offer;
- c. Canada's liability shall be limited to that which arises from Call-Ups against the Standing Offer, made within the period specified; and
- d. Canada reserves the right to procure the specified Services by means of Contracts, Standing Offer, or by other contracting methods.