



A1. DEPARTMENTAL REPRESENTATIVE

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**Project Management Support
Services
Request for Proposals (RFP)**

for

Performance of the Work described in
Appendix “A” – Statement of Work of
the draft contract.

A2. TITLE Tel Aviv Chancery Relocation, Project Management Support Services (PMSS)		
A3. SOLICITATION NUMBER ARA-TAVIV-SVC-15004	A4. PROJECT NUMBER L-TAVIV-104	A5. DATE May 22 nd , 2015
A6. RFP DOCUMENTS <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements and Evaluations (Section “I”) 3. Price Proposal (Section “II”) 4. General Instructions (Section “III”) 5. The attached draft Contract including Statement of Work (Appendix A) <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>		
A7. PROPOSAL DELIVERY <p>In order for the proposal to be valid, it must be received no later than 14:30 on July 2, 2015 (local time in Tel Aviv, Israel) referred to herein as the “Closing Date”.</p> <p>Six (6) hard copies of the proposal, and two copies on CD, are to be delivered to the following address:</p> <p>Embassy of Canada to Israel in Tel Aviv Canada House, 3/5 Nirim Street Tel Aviv, 67060 Israel</p> <p>Attention: Robert Pilbrow Solicitation #: ARA-TAVIV-SVC-15004</p> <p>Failure to comply with any of the above will result in the entire proposal being declared non-compliant and rejected from further consideration.</p> <p>Proponents should ensure that their name, address, Closing Date, and solicitation number is clearly marked on their envelopes or parcels.</p>		
A8. PRICE PROPOSAL <p>All the information required in section SR5 must appear on Section “II” - Price Proposal ONLY and be sealed in a separate envelope, marked “Price Proposal”. The Price Proposal file on the CD copies must also be clearly identified as such. Failure to comply will result in the entire proposal being declared non-compliant and rejected from further consideration.</p>		
A9. ENQUIRIES <p>All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative no later than ten (10) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.</p>		
A10. LANGUAGE <p>Proposals shall be submitted in English or French.</p>		
A11. CONTRACT DOCUMENTS <p>The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses to the Departmental Representative in accordance with A9 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.</p>		

SECTION "I" – SUBMISSION REQUIREMENTS AND EVALUATIONS**SR1 INTRODUCTION****1.1 Request For Proposals**

Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs ("The Minister"), is inviting Proponents to submit proposals to provide Project Management Support Services, pursuant to this Request For Proposals (RFP).

1.2 The Proponent

An entity, whether a firm or individual, that submits a proposal on behalf of a consultant team will be referred to as the "Proponent." The Proponent is legally responsible for all of the Work.

1.3 Proponent - Contractor

For readability, clarity and ease of reference of the narrative that follows, the term "Proponent" is used to refer to all entities responding to this RFP. The Proponent responding to this RFP who is selected to carry out the Work is referred to as the "Contractor".

1.4 Professional and Technical Services

The Minister seeks to enhance its presence through excellence of design and quality of construction in its Missions abroad. The Contractor, will provide all project management support services as described and required in Appendix "A" of the attached draft contract.

1.5 Proponent's/Contractor's Team

Unless previously authorized in writing by The Minister, the composition of the Contractor's Team actually performing the Work must be identical to the one identified in their Proposal. Proponents must use the same architects, engineers and other professionals named in their Proposal and in the same roles and responsibilities as presented in their Proposal. A Contractor's team is defined as the team of consultants, specialists and other firms, proposed to perform the services required. In the case of a joint venture, one of the parties must be designated in the proposal as the Proponent who represents the other members of the joint venture in contractual and operational matters. Where the Proponent is a joint venture, all parties in the joint venture will be held jointly and severally liable for all obligations and undertakings entered into pursuant to any subsequent contract that may arise.

1.6 Proposal Forms Part of Contract

All Requirements, Provisions and Submissions of the RFP phase of this Project, including the Successful Proposal shall become a part of the contract between the Contractor and Her Majesty.

1.7 Eligibility for Prime Consultant Solicitation

It should be noted that while the services required for this PMSS contract include elements of architectural design, this contract is not for services as the Prime Architecture and Engineering Consultant and the successful PMSS firm (and team members) will not be eligible to bid as the Prime Consultant.

1.8 Award of the Project Management Support Services Contract is pending Treasury Board approval anticipated to be granted in June 2015. Any such contract is only to be awarded after all relevant Treasury Board and Departmental approvals have been granted.**SR2 SUBMISSION REQUIREMENTS**

This section outlines the information Proponents are required to submit. To qualify, Proponents must meet the Mandatory Requirements (SR3) set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Submissions meeting the Mandatory

Requirements shall be evaluated according to the criteria and point rating set out in SR4 – Technical Proposal and SR5 – Price Proposal. Should Her Majesty elect to proceed with a contract, the Proponent with the highest score will be awarded the Contract.

In the case of a tie for the highest total score, the Proponent submitting the lowest Fixed Price will be selected.

Six (6) hard copies of the information required by Section SR3 Mandatory Requirements and Section SR4 Technical Proposal shall be submitted sealed in one envelope marked "Technical Proposal".

The evaluation will be based solely on the content of the responses and any correctly submitted amendments. No assumptions should be made that Her Majesty has any previous knowledge of the Proponents' qualifications other than that supplied pursuant to this RFP.

SR3 MANDATORY REQUIREMENTS

Note: Recent experience is considered to refer to the period of last fifteen (15) years.

3.1 Corporate Experience

Proponents must have provided project management support services similar to those required in the Statement of Work, within the past 15 years, for a minimum of five (5) projects including successfully completed Class "A" office building projects, embassy or other construction and fit-up projects, each with construction and fit-up costs over US \$10 million and carried out in Israel. At least **two** of the minimum five referenced projects must have been executed for an international Client.

3.2 Experience of Individuals

The Project Manager (principal) assigned to this project must have provided Project Management consulting services similar to those required in the Statement of Work, within the last 15 years, for a minimum of five (5) projects including successfully completed Class "A" or "B" office building projects, embassy or other construction and fit-up projects, each with construction contract costs over US \$10 million and carried out in Israel. At least **two** of the minimum five referenced projects must have been executed for an international Client.

The Architect, Civil, Structural, Electrical and Mechanical Engineers assigned to this project, each must have provided A&E consulting services similar to those required in the Statement of Work, within the last 15 years, for a minimum of five (5) projects including successfully completed Class "A" or "B" office building projects, embassy or other construction and fit-up projects, each with construction contract costs over US \$10 million and carried out in Israel. At least **one** of the minimum five referenced projects must have been executed for an international Client.

The Heritage Architect, Building Permit Consultant and Security Consultant assigned to this project, each must have provided consulting services in their fields of specialization, similar to those required in the Statement of Work, within the last 15 years, for a minimum of five (5) projects including successfully completed Class "A" or "B" office building projects, embassy or other construction and fit-up projects, each with construction contract costs over US \$10 million and carried out in Israel. At least **one** of the minimum five referenced projects must have been executed for an international Client.

The Resident Site Liaison assigned to this project, must have provided services as a Site Liaison, Clerk of Works, Site Architect, Site Engineer or comparable position, similar to those required in the Statement of Work, within the last 15 years, for a minimum of five (5) projects including successfully completed Class "A" or "B" office building projects, embassy or other construction and fit-up projects, each with construction contract costs over US \$10 million and carried out in Israel. At least **two** of the minimum five referenced projects must have been executed for an international Client.

3.3 Consultant Team, Certifications and Licensing

Proponents must propose an individual to fill each of the following roles:

Project Manager

Architect

Civil Engineer

Structural Engineer

Mechanical Engineer

Electrical Engineer

Security Consultant

Heritage Architect

Building Permit Consultant

Resident Site Liaison

Note that a single individual may fill more than one role on the team.

Consultant team members must hold appropriate professional certifications and be fully licensed to practice in Israel. Proponents must be prepared to provide proof of Certification and Licensing within ten (10) calendar days of request.

3.4 Proponent Presentation

Proponents that meet the mandatory minimum requirements must make a Presentation, at the invitation of the Departmental Representative, following the closing date and present the Technical Proposal to the Review Committee. No points are assigned to the presentation.

The order of the schedule of presentations will be based on a blind selection. Approximately 1.5 hours will be allocated for each presentation to:

- a) review the Management Plan, the understanding of the contract requirements, the corporate experience of the proposed Sub-Consultants and the experience of the individuals on the Proponents project team;
- b) to review the ability of the project team to communicate effectively as individuals and as a team; Note that the working language of the project is English. Fluency in written and oral communication in English is important.

The presentations will take place in Tel Aviv, Israel. No expenses related to travel will be reimbursed as per GI 4 "Proposal Preparation Cost" in the RFP however provisions will be made for international team members to join by video conference.

SR4 TECHNICAL PROPOSAL (80 points)

Points for the Technical Proposal account for eighty percent (80%) of the total score and are allocated to the criteria listed in section SR4.1 to SR4.6 inclusively.

Proponents must obtain, at minimum, a rating of 20 total points on the combined criteria set out in SR4.1, in SR4.2 and in SR4.3 and must achieve points in each category. Proposals not meeting this requirement will not be given any further consideration. Information to be included on specific projects should be submitted on the attached form Annex 'A' and information on proposed individuals should be submitted on the attached form Annex 'B'.

Six (6) copies of the Technical Proposal shall be submitted on 8.5" x 11" or A4 paper.

The Proponent's Technical response **must not** exceed thirty (30) single-sided pages, minimum type face 10 pts., including organization charts and schedule. Material exceeding the thirty (30) page maximum will **NOT** be considered; Annexes A, B & C are not included in the 30 page limit. For the sake of clarity and comparative evaluation, Proponents should respond using the same subject headings and numbering structure as in this RFP.

4.1 Management of the Services (20 points)

The Proposals must demonstrate a clear understanding of the requirements of the work as per the Draft Contract Appendix A- Statement of Work, and roles of the corporate and individual team members.

Effective management of the services rendered under the PMSS Contract between the DFATD project office in Ottawa, the Contractor's offices in Israel, the offices of the Prime Consultant (A&E) and the construction site office represents a major challenge. Effective communication, effective delegation of authority and optimization of resources, are some of the factors that will determine the success of the Project.

Intent:

Evaluate the Proponent's understanding of the requirements of the Statement of Work and strategy for delivering the Project. For a Proposal to receive higher marks it must elaborate on the strategy for delivering the Project and describe in detail how the various components of the Proponent Team relate to each other, assist each other and communicate with each other.

Information to be submitted:

- a) A narrative which demonstrates a clear understanding of the requirements of the Statement of Work and a clear description of how the team will be effectively managed;
- b) A description of the particular challenges of this project and how the proposed team will address them;
- c) a description of the nature, extent and duration of the links in any partnerships / joint ventures;
- d) a project organization chart showing names and titles of all Proponent Team resources named for the Project;
- e) a short description of the roles of key stake-holders: Proponent Team, sub-consultants and other specialists;
- f) describe how this team will work together to execute the various phases of the Work;
- g) a description of the experience of any associates or joint venture partners in delivering projects for overseas clients. Provide reference contact names, mail and e-mail addresses, and telephone numbers of these clients;
- h) a list the names and qualifications of back-up resources

4.2 Experience of Personnel (30 points)

The Proponent should describe the recent experience of the proposed personnel on the required

reference projects of similar size and scope (such as Embassies, Class A Offices, Banks, Courthouses, etc.) on which they held similar responsibilities. The Proposal should elaborate on the relevance of the experience presented to the requirements of this project; describe specific challenges that were overcome on projects, highlight individual strengths, etc.

Intent:

Evaluate the recent experience of the proposed personnel on projects of similar size and scope (such as Embassies, Class A Offices, Banks, Courthouses, etc.) on which they held similar responsibilities.

Information to be submitted:

To facilitate the evaluation, information on the proposed individual team members identified in the response to SR3.3 should be submitted on the attached form Annex ‘B’, and include:

- a) area(s) of expertise of individual being proposed for the project and the role for which they will be responsible;
- b) individuals' years of experience;
- c) individuals' years with the Proponent entity;
- d) detailed resume of required minimum number of projects and associated responsibilities;
- e) Experience with the Canadian Building code and/or Projects for international clients.
- f) Experience in Construction Management forms of project delivery

4.3 Corporate Experience (30 points)

Intent:

Evaluate the Proponent’s recent corporate experience on projects of size and scope similar to the current requirement (such as Embassies, Class A Offices, Banks, Courthouses, etc.). Proposals should elaborate on the relevance to this project of the required minimum number of individual projects/experience presented, describe specific challenges that were overcome on projects, highlight lessons learned, etc.

Information to be submitted:

Information on specific projects should be submitted on the attached form attached as Annex ‘A’ and include:

- a) title of project(s), location (city, country);
- b) brief description of project scope, cost and schedule;
- c) dates of participation in the project; and
- d) a detailed description of the corporate role in the project.
- e) names, with current telephone and email contact information, of the Client representatives of the project;
- f) other information of relevance and merit
- g) Additional Project Experience, beyond the minimum requirement, representing specific and/or significant relevant expertise will be considered an asset. Such projects should be included in Annex ‘A’. The significance of the experience should be explained for evaluation.
- h) Awards, photographs and brochure material, where appropriate (within the 30 page limit).

SR5 PRICE PROPOSAL (20 points)

5.1 All the information required in section SR5 must appear on Section “II” - Price Proposal ONLY and be submitted 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.

5.2 Per Diem Rate

- 5.2.1 Proponents shall quote an all-inclusive Per Diem rate for each resource/role as per the form attached as Section "II" - Price Proposal. Each Per Diem rate must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent's Proposal (unless clearly described as an option), all travel (excluding extraordinary travel requested by DFATD – ref SR 5.3.2), living costs and all overhead costs including disbursements;
- 5.2.2 The Proponents shall quote Fixed Per Diem Rates for each category of team member. All Per Diem rates shall be applicable for the full period of the contract and shall be applied to each service as may be requested in writing by the Departmental Representative.
- 5.2.3 Hourly Rates, as may be required, will be calculated as the Per Diem rate divided by 8.
- 5.2.4 Per Diem rates shall include all applicable taxes except VAT as per SR5.4
- 5.2.5 All payments shall be made according to the terms of payment set out in the attached draft contract;
- 5.2.6 The Departmental Representative may specify which of the Resources is to be used for specific requirements of the work.
- 5.2.7 Exchange rate fluctuation protection is not offered; and
- 5.2.8 Price Proposals not meeting the above requirements will not be given any further consideration.

5.3 Cash Allowances

5.3.1 Special Disbursements

- 5.3.1.1 All standard office expenses including but not limited to: photocopying of correspondence, reports and contract administration documents, computer hardware/software/ maintenance, internet, local and long distance telephone and fax charges including that between the Contractor and sub consultant offices, vehicle expenses and mileage, parking, taxis, and the normal expenses related to operation of the Contractor's business; are to be included in Per Diem rates submitted with the Price Proposal.
- 5.3.1.2 The Contract is to include a Cash Allowance of \$5, 000 USD to cover Special Disbursements, (such as large scale copying and distribution of tender documents) over and above the standard requirements, and only as identified and pre-approved in writing by the Departmental Representative.

5.3.2 Travel Costs

- 5.3.2.1 The Contractor is to seek pre-approval from the Departmental Representative prior to incurring any costs related to travel including booking travel. Travel will be determined by the Departmental Representative on a when and as needed basis. The costs of Contractor travel which has been requested by DFATD, will be reimbursed up to the upset limit (Travel Cost Cash Allowance) for travel as set out in the draft Contract. Refer to Draft Contract- C8 and SC1.
- 5.3.2.2 It is the Contractor's responsibility to arrange travel through a travel agency.
- 5.3.2.3 As per the draft Contract, the Contractor is required to seek the lowest possible airfare. DFATD retains the right to limit the reimbursement when the lowest appropriate fare has not been obtained.

- 5.3.2.4 The Finance Department will heavily scrutinize travel receipts against the Contractor's invoice, so all receipts and boarding passes are to be kept; all expenditures must be substantiated by an original receipt.
- 5.3.2.5 Receipts including all boarding passes must be provided with the invoice for reimbursement of expenditures.
- 5.3.2.6 The Contractor is to provide a travel itinerary / agenda and price proposal for each trip for approval by the Departmental Representative during the course of the contract; the travel cost price proposal should include expenses for travel (airfare, hotels, meals and incidentals).
- 5.3.2.7 It is important that the Contractor keep all original receipts for taxis, hotel bills, and meals (as applicable). Only original receipts will be accepted from Contractors; photocopies of hotel bills, air tickets, etc. are not claimable.
- 5.3.2.8 Meals and incidentals will only be paid per Treasury Board Appendix "D" Allowances: <http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a4-eng.php>.

5.4 Taxes & Duties

Her Majesty will pay applicable VAT provided:

- 5.4.1 that amount is applicable to the Work provided by the Consultant 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);
- 5.4.2 Her Majesty is unable to procure an exemption from VAT in respect of the Work;
- 5.4.3 the Contractor agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all eligible VAT paid in respect of the Work from the appropriate Government Agency;
- 5.4.4 the VAT is shown separately on all of the Contractor's invoices and progress claims; and
- 5.4.5 the Contractor agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Consultant pursuant to applicable tax laws.

5.5 Rating

The lowest Price Proposal (as per the weighted calculation in Section II) will score twenty (20) points. Price Proposals costing 150% or more of the lowest Price Proposal will score zero (0) points. Other Price Proposals will be scored in arithmetic proportion as per the following formula:

$$\text{Score} = 20 - [(\text{Price Proposal} - \text{lowest Price Proposal}) \times 20 / (\text{lowest Price Proposal} \times 0.5)]$$

Example:

(In this example, Proposal 1 is the lowest Fixed Price)

Proposal 1 = 100	Score = 20 pts
Proposal 2 = 110	Score = 20 - [(110 - 100) x 20 / (100 x 0.5)] = 20 - 4 = 16 pts
Proposal 3 = 125	Score = 20 - [(125 - 100) x 20 / (100 x 0.5)] = 20 - 10 = 10 pts
Proposal 4 = 145	Score = 20 - [(145 - 100) x 20 / (100 x 0.5)] = 20 - 18 = 2 pts
Proposal 5 = 150	Score = 0 pts
Proposal 6 = 175	Score = 0 pts

Her Majesty reserves the right to request a breakdown of the components of the proposed Fixed Price should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rational and assumptions used to determine the cost of each component of the Work, may lead to disqualification.

SECTION "II" – PRICE PROPOSAL

Name of Proponent: _____

Address: _____

Contact Person: _____

Phone number: (____) ____-____ Fax number: (____) ____-____

Email: _____@_____

Fixed Per Diem Rates (as per SR5.2) are inserted into the evaluation table below.

Weighted Calculation of Per Diem Rates for Proposal Evaluation Purposes

Resource	Fixed Per Diem Rate (A)	Weighted Percentage (B)	Subtotal (A+B)
Project Manager		30%	
Architect		5%	
Civil Engineer		5%	
Structural Engineer		5%	
Mechanical Engineer		5%	
Electrical Engineer		5%	
Security Consultant		5%	
Heritage Architect		5%	
Building Permit Consultant		5%	
Resident Site Liaison		30%	
Total Weighted Per Diems (Price Proposal for evaluation - ref SR5.5)			SUM

Travel Cost Cash Allowance \$50,000.00 USD Fifty Thousand US Dollars
(state amount in words)

Special Disbursements Cash Allowance \$5,000.00 USD Fifty Thousand US Dollars
(state amount in words)

All amounts are in the currency specified in the draft contract

Signature

Date

Print Name and Capacity

SECTION "III" - GENERAL INSTRUCTIONS

GI1 RESPONSIVENESS

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

GI2 ENQUIRIES - SOLICITATION STAGE

- 2.1 All enquiries or issues concerning this RFP 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 A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Proponents, the Departmental Representative will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 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

3.1 Should any Proponent consider that the Specifications or Statement of Work contained in this RFP 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 A10 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

4.1 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

- 5.1 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.
- 5.2 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.

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

GI6 VALIDITY OF PROPOSAL

6.1 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

- 7.1 Her Majesty reserves the right:
- 7.1.1 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 RFP;
- 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
- 7.1.3 to accept any proposal in whole or in part without prior negotiation;
- 7.1.4 to cancel and/or re-issue this RFP at any time;
- 7.1.5 to award one or more contracts, if applicable;
- 7.1.6 to retain all proposals submitted in response to this RFP;
- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful Proposal in any resulting contract; and
- 7.1.9 not to contract at all.

GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT

8.1 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:

- 8.1.1 Section 121, Frauds upon the Government;
- 8.1.2 Section 124, Selling or Purchasing Office; or
- 8.1.3 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.)

8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, 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

9.1 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

10.1 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

11.1 All correspondence, documents and information provided to the Minister by any Proponent in connection with this RFP 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 PROPONENTS

12.1 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 tender competition. The keeping of such information by Canada 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 Proponents to this tender 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 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

13.1 In the event that the Proponent's bid 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:

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

GI14 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT

14.1 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, except for their response to Her Majesty pursuant to this RFP.

GI15 ACCEPTANCE OF BIDS

15.1 Proponents must meet and adhere to the architectural and design standards contained in the bid documentation.

15.2 Proponents must submit a list of Sub-Contractors they propose to use on the Work. The successful Proponent shall not be allowed any subsequent substitution of the submitted list of Sub-Contractors, unless authorized, in advance in writing by Her Majesty.

GI16 SIGNATURES

16.1 The following requirements are to be adhered to when signing the Price Proposal:

16.1.1 Corporation

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

16.1.2 Partnership

The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

16.1.3 Sole Proprietorship

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the proposal.

16.1.4 Joint Venture

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 16.1.1 to 16.1.3 above.

GI17 RETURN OF DOCUMENTS

17.1 Unsuccessful Proponents must, if requested by the Departmental Representative, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

GI18 CLASSES OF OFFICE SPACE: DEFINITIONS

18.1 Class "A":

18.1.1 A Class "A" Building is a relatively new

- building situated in a prime location, with high occupancy and rental rates.
- 18.1.2** This definition needs more detail, especially for buildings outside of North America, to more fully assess the varying quality and availability of office space classes around the world. A Class "A" building also is new or not older than ten (10) years since construction or a major renovation, and either through recent construction or major renovation has:
- 18.1.2.1** a modern design with few if any columns restricting use of the floor plate,
 - 18.1.2.2** the mechanical and electrical systems and equipment provide fully powered and climate-controlled space,
 - 18.1.2.3** an appropriate location in terms of exposure and access (i.e., within a fifteen (15) minute walk from a bus or other mass transit station, in the central business district or a very important sector of the city or a diplomatic enclave/area),
 - 18.1.2.4** large, efficient floor plate,
 - 18.1.2.5** appropriate building features including drop ceilings, box lighting, HVAC controls, attractive common area lobbies and washrooms,
 - 18.1.2.6** emergency fire sprinklers, detectors and alarms,
 - 18.1.2.7** at least two (2) staircases for emergency exiting,
 - 18.1.2.8** on-site parking and storage facilities for lease,
 - 18.1.2.9** built to the latest earthquake standards for the area,
 - 18.1.2.10** employed building codes similar to Canada's codes,
 - 18.1.2.11** back-up generator capability for at least the vital building systems,
 - 18.1.2.12** professional security and property management, and
 - 18.1.2.13** on-site or nearby support retail, banking and other business support services.
- 18.2 Class "B":**
- 18.2.1** A Class "B" Building is an older building fully renovated to modern standards situated in a still prime location with very good occupancy rates.
 - 18.2.2** A Class "B" building is eleven (11) years or OLDER since initial construction or since a major renovation. Therefore, some (or all) of the fourteen Class "A" points above would not apply or would be inferior or lacking.
- 18.3 Class "C":**
- 18.3.1** A Class "C" Building is an older, un-renovated building (at least eleven (11) years of age) in fairly good condition, with moderate rental rates and good occupancy, in a secondary location that has been surpassed by new downtown developments.
- GI19INTERPRETATION**
- 19.1** In this RFP, "Her Majesty", "the Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.