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Proposals must be sent electronically only to:

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**Request for Supply Arrangement  
Demande pour un arrangement en  
matière d'approvisionnement**

Offer to: Department of Foreign Affairs, Trade and Development

We hereby offer to provide to Canada, as represented by the Minister of Foreign Affairs, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Affaires étrangères, Commerce et Développement

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Affaires étrangères, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Solicitation No. N° de la demande <b>ARA-INTL-AESVC-15067</b>	Amendment No. N° de modification
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Solicitation closes La demande prend fin  at - à <b>14:00 PM (DST)</b> on - le <b>29 March, 2016</b>	File No. - N° de dossier
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Title - Sujet <b>Building Assessments (International)</b>	
Date of Solicitation – Date de la demande <b>February 16, 2016</b>	
Address inquiries to – Adresser toute demande de renseignements à:  <b>Jean-Pierre Simard, Contracting Advisor</b> <a href="mailto:jp.simard@international.gc.ca">jp.simard@international.gc.ca</a>	
Area code and Telephone No. Code régional et N° de téléphone	Facsimile No. N° de télécopieur
Destination  <b>Department of Foreign Affairs, Trade and Development 125 Sussex Drive Ottawa, Ontario K1A 0G2</b>	

**Instructions: See herein**

**Instructions: Voir aux présentes**

Delivery required Livraison exigée	Delivery offered Livraison proposée
Supplier Name and Address – Nom et adresse du fournisseur	
Telephone No. - N° de téléphone	
Facsimile No - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
Signature	Date

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
  - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
  - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
  - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include a generic Statement of Work and any other annexes.

### **1.2 Summary**

- 1.2.1 The Department of Foreign Affairs and Trade Development Canada (DFATD) requires Building Assessments Services for its real property (Chanceries, Official Residences, Staff Quarters, Ancillary Buildings and Compounds) located in its missions abroad. The intent of the Building Assessments is to determine the level of compliance of its real property (owned or leased) to Canadian building codes, regulations and policies as well as local / foreign building codes and regulations, the most stringent ones applying.

The period of the Supply Arrangement (SA) and from which it will be possible to issue Request for Proposals (RFP), will be for 3 years. Official dates will be provided at SA issuance.

Up to 5 of the responsive proposals will be recommended for issuance of a Supply Arrangement. The responsive proposals achieving the highest total of points for the rated evaluation criteria will be recommended.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 1 - General Information, and Part 6A - Supply Arrangement.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **1.3 Security Requirements**

- (a) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6A - Supply Arrangement;

- (b) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

#### **1.4 Debriefings**

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - SUPPLIER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

#### **General Information**

A supply arrangement is a method of supply used by Canada to procure goods and services. A supply arrangement is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of a supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.

Except for those procurements where public advertising is not required or used, Requests for Supply Arrangements (RFSA) are posted on the Government Electronic Tendering Service (GETS) and suppliers who are interested in responding to individual bid solicitations issued under a supply arrangement framework are invited to submit an arrangement to become pre-qualified suppliers. The list of pre-qualified suppliers will be used as a source list for procurement within the scope of the supply arrangement and only suppliers who are pre-qualified at the time individual bid solicitations are issued will be eligible to bid. Supply arrangements include a set of predetermined conditions that will apply to subsequent bid solicitations and contracts. Supply arrangements may include ceiling prices which may be lowered based on an actual requirement or scope of work described in a bid solicitation.

#### **2.1.1 Integrity Provisions – Arrangement**

##### **1. Interpretation**

For the purposes of these Integrity Provisions, the following definitions apply:

"Administrative Agreement" is a negotiated agreement between a supplier/potential supplier and the Minister of Foreign Affairs, Trade and Development (DFATD).

"Affiliate" is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Control" means

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

- ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:  
a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity.
- c. indirect control, such as where:  
a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of :
- i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person

is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility" means not eligible for the issuance of a supply arrangement nor for contract award.

"Suspension" means a determination of temporary ineligibility by the Minister.

## 2. Statement

- a. Suppliers must respond to Requests for Supply Arrangements (RFSA) in an honest, fair and comprehensive manner, and that accurately reflect their capacity to satisfy the requirements stipulated in the RFSA, Supply Arrangement (SA), Requests for proposals from SA holders, bid solicitations and any resulting contracts, and submit arrangements, bids as well as enter into contracts only if they will fulfill all obligations of the Contract.
- b. By submitting an arrangement, Suppliers confirm that they understand that being convicted of certain offences will render them ineligible to be issued a Supply Arrangement or to be awarded a contract. Canada will declare non-responsive any arrangement in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by Canada to be untrue in any respect, at the time of issuance of the Supply Arrangement (SA). If it is determined by the Minister of DFATD, after issuance of the SA, that the Supplier made a false declaration, Canada will, following a notice period, have the right to cancel the SA and to terminate for default any resulting contracts.

## 3. Request for Additional Information

By submitting an arrangement, the Supplier certifies that it is aware, and that its Affiliates are aware, that Canada may request additional information, certifications, validations from a third party qualified by the DFATD, and other evidentiary elements proving identity or eligibility to contract with Canada. Canada may also verify the information provided by the Supplier, including the information relating to convictions for certain offences and any conditional or absolute discharges specified in these Integrity Provisions.

#### 4. Lobbying Act

By submitting an arrangement, the Supplier certifies that neither it nor any of its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Supply Arrangement and any resulting contracts if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

#### 5. Canadian Offences Resulting in Legal Incapacity

By submitting an arrangement, the Supplier certifies that:

- a. it and the Affiliates of the Supplier have not been convicted of or pleaded guilty to an offence under any of the following provisions which would result in a legal incapacity under section 750(3) of the [Criminal Code](#) and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
  - ii. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or
- b. the Supplier has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a supply arrangement or to be awarded a contract as described in (a).

#### 6. Canadian Offences

By submitting an arrangement, the Supplier certifies that:

- a. the Supplier and the Affiliates of the Supplier have not, in the last three years, from the arrangement submission date, been convicted of or pleaded guilty to an offence under any of the following provisions for which they would be ineligible to be issued a supply arrangement or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:
  - i. section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or
  - ii. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or
  - iii. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
  - iv. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
  - v. section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or
  - vi. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or

- b. the Supplier has not been convicted of or pleaded guilty to the offences described in paragraph (a) and it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a supply arrangement or to be awarded a contract as described in (a).

## 7. Foreign Offences

By submitting an arrangement, the Supplier certifies that:

- a. the Supplier and its Affiliates have not, in the last three years, from the arrangement submission date, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections, and for which it would be ineligible to be issued a supply arrangement or to be awarded a contract under these Integrity Provisions and for which they have not been pardoned under the Foreign Pardons subsection and:
  - i. the court, before which the Supplier or its Affiliate appeared, acted within the court's jurisdiction;
  - ii. the Supplier or its Affiliate appeared during the court's proceedings or submitted to the court's jurisdiction;
  - iii. the court's decision was not obtained by fraud, and
  - iv. the Supplier or its Affiliate was entitled to present to the court every defence that the Supplier or its Affiliate would have been entitled to present had the proceeding been tried in Canada; or
- b. it has not been convicted of or pleaded guilty to the offences described in paragraph (a) and certifies that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be issued a supply arrangement or awarded a contract as described in (a).

## 8. Ineligibility for Issuance of a Supply Arrangement

The Supplier confirms that it understands that where it or any of its Affiliates have been convicted of certain offences or have been held responsible of certain acts, as described under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences, the Foreign Offences and the Lobbying Act subsections, the Supplier or its Affiliate is ineligible to be issued a supply arrangement, subject to a Public Interest Exception.

## 9. Declaration of Convicted Offences

Where a Supplier or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Supplier must provide with its arrangement the completed [Declaration Form](#), to be given further consideration in the procurement process.

## 10. Period of Ineligibility

The following rules determine the period for which a Supplier or its Affiliate that has been convicted of certain offences is, ineligible to be issued a supply arrangement or to be awarded a contract:

- a. for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Supplier or an Affiliate of the Supplier has pleaded guilty to or has been convicted of, the period of ineligibility for the issuance of a supply arrangement or for contract award is indefinite, subject to the Canadian Pardons subsection.
- b. subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Supplier or an Affiliate of the Supplier has pleaded guilty to or been convicted of, as the case may be, in the last three years, from the

arrangement submission date, the period of ineligibility for the issuance of a supply arrangement or for contract award is ten years from the date of determination by the Minister, subject to the Canadian Pardons and Foreign Pardons subsections.

- c. subject to an Administrative Agreement, for violations of matters referenced in the Lobbying Act subsection for which a Supplier or an Affiliate of the Supplier has been found responsible, as the case may be, in the last three years, from the arrangement submission date, the period of ineligibility for the issuance of a supply arrangement or for contract award is ten years from the date of determination by the Minister, subject to the Canadian Pardons and Foreign Pardons subsections.

#### 11. Canadian Pardons

A determination of ineligibility for the issuance of a supply arrangement or for contract award will not be made or maintained by the Minister under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Supplier or its Affiliate has:

- a. been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;
- b. been granted a pardon under Her Majesty's royal prerogative of mercy;
- c. been granted a pardon under section 748 of the [Criminal Code](#);
- d. received a record of suspension ordered under the [Criminal Records Act](#); and
- e. been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the Safe Streets and Communities Act comes into force.

#### 12. Foreign Pardons

A determination of ineligibility for the issuance of a supply arrangement or for award of government contracts will not be made or maintained, as the case may be, by the Minister in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Supplier or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons, conditional discharges, absolute discharges, record suspensions, or restoration of legal capacities by the Governor in Council.

#### 13. Suspension of Period of Ineligibility

The Supplier confirms that it understands that a determination of ineligibility for the issuance of a supply arrangement or for award of government contracts made under these Integrity Provisions may be suspended by the Minister of DFATD through an Administrative Agreement, to the extent that it is permissible in law. The period of ineligibility applicable to that Supplier or its Affiliate and the right to participate in a given procurement process are guided by the terms and conditions of the Administrative Agreement. Subject to the Public Interest Exception, an Administrative Agreement may only suspend a period of ineligibility on solicitations issued after it has been concluded.

#### 14. Period of Ineligibility for Providing False or Misleading Information

The Supplier confirms that it understands that where it has made a false declaration or provided false or misleading information under these Integrity Provisions, the Minister of DFATD will declare a Supplier to be ineligible to be issued a supply arrangement or awarded a contract for a period of ten years. The period of ineligibility is effective from the date of determination by the Minister.

#### 15. Period of Ineligibility for Breaching Administrative Agreements

The Supplier confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of DFATD will lengthen the period of ineligibility for a period to be determined by the Minister.

## 16. Suspension of a Supplier

The Supplier confirms that it understands that the Minister of DFATD may suspend a Supplier from being issued a supply arrangement or from being awarded a contract for a period of up to 18 months, subject to renewal, pending completion of the criminal proceeding, if the Supplier has been charged with any of the offences listed in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections or if the Supplier has admitted to being guilty of any of these offences. The period of suspension is effective from the date of determination by the Minister. A period of suspension does not suspend all other periods of ineligibility that may be imposed on a Supplier by the Minister.

## 17. Third Party Validation

The Supplier confirms that it understands that where it or any of the Supplier's Affiliates has been subject to a period of ineligibility to be issued a supply arrangement or to be awarded a contract, for which the Canadian Pardons and the Foreign Pardons subsections do not apply, the Supplier must provide by the Request for Supply Arrangements (RFSA) closing date, a confirmation from an independent third party, recognized in advance by the Minister of DFATD, confirming that measures have been put in place in order to avoid the reoccurrence of such wrongdoings that led to the convictions. Failure to provide the said confirmation from an independent third party renders this arrangement non-responsive.

## 18. Subcontractors

The Supplier must ensure that contracts with first tier subcontractors include Integrity Provisions similar to those imposed in the contract(s) resulting from the Supply Arrangement.

## 19. Public Interest Exception

The Supplier confirms that it understands:

- a. that, with the exception of a legal incapacity to contract resulting from section 750(3) of the [Criminal Code](#), Canada may issue a Supply Arrangement with a Supplier, or any of its Affiliates, which have been convicted of or have pleaded guilty to any of the offences referenced in the Canadian Offences and Foreign Offences subsections, where Canada considers it necessary to the public interest for reasons which include, but are not limited to:
  - i. the need is one of pressing emergency in which delay would be injurious to the public interest;
  - ii. the Supplier is the only person capable of performing the contract(s) resulting from a bid solicitation against the Supply Arrangement (SA);
  - iii. the Contract(s) resulting from a bid solicitation against the SA are essential to maintain sufficient emergency stocks in order to safeguard against possible shortages; and
  - iv. not issuing the Contract resulting from a bid solicitation against the SA with the Supplier would have a significant adverse impact on the health, national security, safety, security or economic or financial well-being of the people of Canada or the functioning of any portion of the federal public administration;
- b. Canada may only issue a supply arrangement with a Supplier under this subsection where the ineligible Supplier has concluded an Administrative Agreement with the Minister of DFATD, on such terms and conditions that are necessary to safeguard the integrity of the procurement process and can apply to any procurement. The Administrative Agreement need not be concluded in advance of the solicitation.

### 2.1.2 Definition of Supplier

"Supplier" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an arrangement. It does not include the parent, subsidiaries or other affiliates of the Supplier, or its subcontractors.



### 2.1.3 Submission of Arrangements

1. Canada requires that each arrangement, at closing date and time or upon request from the Supply Arrangement Authority, be signed by the Supplier or by an authorized representative of the Supplier. If an arrangement is submitted by a joint venture, it must be in accordance with 2.1.12.
2. It is the Supplier's responsibility to:
  - a. obtain clarification of the requirements contained in the RFSA, if necessary, before submitting an arrangement;
  - b. prepare the arrangement in accordance with the instructions contained in the RFSA;
  - c. submit by closing date and time a complete arrangement;
  - d. send the arrangement only to the email address specified in the RFSA;
  - e. ensure that the Supplier's name, return address, RFSA number, and RFSA closing date and time are clearly visible on the email subject/title containing the arrangement; and,
  - f. provide a comprehensible and sufficiently detailed arrangement, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSA.
3. Canada will make available Notices of Proposed Procurement (NPP), RFSA's and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSA or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Supplier to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Supplier's part nor for notification services offered by a third party.
4. Arrangements will remain open for acceptance for a period of not less than 90 days from the closing date of the RFSA, unless specified otherwise in the RFSA. Canada reserves the right to seek an extension of the arrangement validity period from all responsive suppliers in writing, within a minimum of 3 days before the end of the arrangement validity period. If the extension is accepted by all responsive suppliers, Canada will continue with the evaluation of the arrangements. If the extension is not accepted by all responsive suppliers, Canada will, at its sole discretion, either continue with the evaluation of the arrangements of those who have accepted the extension or cancel the RFSA.
5. Arrangements and supporting information may be submitted in either English or French.
6. Arrangements received on or before the stipulated RFSA closing date and time will become the property of Canada and will not be returned. All arrangements will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S., 1985, c. A-1), and the [Privacy Act](#) (R.S., 1985, c. P-21).
7. Unless specified otherwise in the RFSA, Canada will evaluate only the documentation provided with the arrangement. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the arrangement.
8. An arrangement cannot be assigned or transferred in whole or in part.

### 2.1.4 Late Arrangements

Arrangements received after the stipulated RFSA closing date and time will be declared non responsive and will be given no further considerations.

### 2.1.5 Transmission by Facsimile

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to DFATD will not be accepted.

### **2.1.6 Legal Capacity**

The Supplier must have the legal capacity to contract. If the Supplier is a sole proprietorship, a partnership or a corporate body, the Supplier must provide, if requested by the Supply Arrangement 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 suppliers submitting an arrangement as a joint venture.

### **2.1.7 Rights of Canada**

Canada reserves the right to:

- a. reject any or all arrangements received in response to the RFSA;
- b. cancel the RFSA at any time;
- c. reissue the RFSA;
- d. if no responsive arrangements are received and the requirement is not substantially modified, reissue the RFSA by inviting only the suppliers who submitted an arrangement to resubmit arrangements within a period designated by Canada; and
- e. issue RFSA's and supply arrangements to suppliers who qualify throughout the entire period of the supply arrangement.

### **2.1.8 Rejection of Arrangement**

1. Canada may reject an arrangement where any of the following circumstances is present:
  - a. the Supplier is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Supplier ineligible to submit an arrangement for the requirement;
  - b. an employee, or subcontractor included as part of the arrangement, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an arrangement for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
  - c. the Supplier is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. 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 Supplier, any of its employees or any subcontractor included as part of the arrangement;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Supplier, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or previous transactions with the Government of Canada:
    - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Supplier, any of its employees or any subcontractor included as part of the arrangement;
    - ii. Canada determines that the Supplier's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Supplier performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of any requirement to be bid on.

2. Where Canada intends to reject an arrangement pursuant to a provision of subsection 1. (f), the Supply Arrangement Authority will so inform the Supplier and provide the Supplier 10 days within which to make representations, before making a final decision on the arrangement rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple arrangements are received in response to a request for supply arrangements from a single supplier or a joint venture. Canada reserves the right to:
  - a. reject any or all of the arrangements submitted by a single supplier or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - b. reject any or all of the arrangements submitted by a single supplier or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

### **2.1.9 Communications - Solicitation Period**

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

To ensure consistency and quality of information provided to suppliers, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, refer to subsection 3 of article 2.1.3 "Submission of Arrangements".

### **2.1.10 Arrangement Costs**

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

### **2.1.11 Conduct of Evaluation**

1. In conducting its evaluation of the arrangements, Canada may, but will have no obligation to, do the following:
  - a. seek clarification or verification from suppliers regarding any or all information provided by them with respect to the RFSA;
  - b. contact any or all references supplied by suppliers to verify and validate any information submitted by them;
  - c. request, before issuance of any supply arrangement, specific information with respect to suppliers' legal status;
  - d. conduct a survey of suppliers' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFSA;
  - e. verify any information provided by suppliers through independent research, use of any government resources or by contacting third parties;
  - f. interview, at the sole costs of suppliers, any supplier and/or any or all of the resources proposed by suppliers to fulfill the requirement of the RFSA.
2. Suppliers will have the number of days specified in the request by the Supply Arrangement Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the arrangement being declared non-responsive.

### **2.1.12 Joint Venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an arrangement together on a requirement. Suppliers who submit an arrangement as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the arrangement, the Supplier must provide the information on request from the Supply Arrangement Authority.
3. The arrangement must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Supply Arrangement Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSA and any resulting supply arrangement.

### **2.1.13 Conflict of Interest - Unfair Advantage**

1. In order to protect the integrity of the procurement process, suppliers are advised that Canada may reject an arrangement in the following circumstances:
  - a. if the Supplier, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFSA or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Supplier, any of its subcontractors, any of their respective employees or former employees had access to information related to the RFSA that was not available to other suppliers and that would, in Canada's opinion, give or appear to give the Supplier an unfair advantage.
2. The experience acquired by a supplier who is providing or has provided the goods and services described in the RFSA (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 supplier remains however subject to the criteria established above.
3. Where Canada intends to reject an arrangement under this section, the Supply Arrangement Authority will inform the Supplier and provide the Supplier an opportunity to make representations before making a final decision. Suppliers who are in doubt about a particular situation should contact the Supply Arrangement Authority before the RFSA closing date. By submitting an arrangement, the Supplier represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Supplier acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

### **2.1.14 Entire Requirement**

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

### **2.1.15 Further Information**

For further information, suppliers may contact the Supply Arrangement Authority identified in the RFSA.

## **2.2 Submission of Arrangements**

Arrangements must be submitted only to the Department of Foreign Affairs, Trade and Development (DFATD) by the date, time and email address indicated on page 1 of the Request for Supply Arrangements. Canada will not be responsible for arrangements sent to a different email address or location.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to DFATD will not be accepted.

## **2.3 Former Public Servant - Notification**

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## **2.4 Enquiries - Request for Supply Arrangements**

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 5 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

## **2.5 Bidders' Conference**

A bidders' conference will be held at 219 Laurier Avenue West, Ottawa on March 9, 2016. The conference will begin at 09:00 a.m. EST, in 12<sup>th</sup> floor, room 12-1264. The scope of the requirement outlined in the RFSA will be reviewed during the conference and questions will be answered. It is recommended that Suppliers who intend to submit an Arrangement attend or send a representative.

Suppliers are requested to communicate with the Supply Arrangement Authority before the conference to confirm attendance. Suppliers should provide, in writing, to the Supply Arrangement Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than March 4, 2016.

Suppliers who cannot attend in person can join the conference over the phone by dialing 613- 960-7510 or (toll free) 1-877-413-4781, conference identification number (ID): 4822829.

Any clarifications or changes to the RFSA resulting from the bidders' conference will be included as an amendment to the RFSA. Suppliers who do not attend will not be precluded from submitting an Arrangement.

## **2.6 Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (Canada).

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **3.1 Arrangement Preparation Instructions**

Canada requests that Suppliers provide the arrangement in separately bound sections as follow:

Section I: Technical Arrangement (1 electronic copy, preferably in PDF format)

Section II: Certifications (electronic copies, preferably in PDF format)

Suppliers must follow the format instructions described below in the preparation of the arrangement:

There is no limit to the size of the attachments; however Suppliers should keep their email size to 10 megabytes (MB) or less. More than one email can be sent if necessary (if the file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened). Canada will not be responsible if an Arrangement is not received on time because the email was refused by our server or quarantined for the following reasons:

- (a) the size of all attachments exceeds 10MB;
- (b) the email contained executable code (including macros);
- (c) the email contained files that are not accepted by our server, such as, but not limited to: .rar, encrypted .zip, encrypted .pdf, .exe, etc.

Links to an online storage service (such as Google Drive<sup>™</sup>, Dropbox<sup>™</sup>, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the email.

#### **Section I: Technical Arrangement**

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Technical Arrangements **must not** exceed thirty (30) 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 thirty (30) page maximum will **NOT** be considered. For the sake of clarity and comparative evaluation, Suppliers should respond using the same subject headings and numbering structure as in this document.

#### **Section II: Certifications**

Suppliers must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

<b>M1</b>	The Supplier must have completed successfully a minimum of 5 projects within the past 5 years, from RFSA closing date, assessing buildings for performance and compliance with applicable Canadian building related codes, regulations and policies for commercial buildings.
<b>M2</b>	The Supplier must clearly demonstrate it can complete building assessments, including deliverables, in both Canadian official languages (French and English).
<b>M3</b>	The Supplier must propose minimum 1 senior resource. The proposed Senior Resource must hold a valid Architect or Engineer licence in the real property field. The Supplier must indicate which Senior Resource to be evaluated should he propose more than one Senior Resource, if not, otherwise DFATD will evaluate the first proposed Senior Resource.
<b>M4</b>	The Supplier must propose minimum 2 Junior Resources. The 2 proposed junior resources must be building technologists / technicians or equivalent. The Supplier must indicate which Junior Resources to be evaluated should he propose more than two Junior Resources, if not, DFATD will evaluate the first 2 proposed Junior Resources.

##### 4.1.1.2 Point Rated Technical Criteria

###### 4.1.1.2.1 Corporate Experience (45 points)

**Intent:**

Evaluate the Supplier corporate experience on similar projects.

<b>R1</b>	The Supplier should demonstrate its quality assurance process and its application on 5 projects completed within the last 5 years prior to bid closing.	1 to 10 points  ISO certification = 15 points
<b>R2</b>	The Supplier should demonstrate it has experience implementing building assessments projects on an international level (performed outside Canada) within the last five (5) years prior to RFSA closing.	1 – 2 projects = 5 points 3 – 5 projects = 6 to 10 points 6 or more = 15 points  15 additional points for projects done in 3 different countries, or more, other than Canada.

**Information to be submitted:**

The response to be provided here can consist of existing material (corporate profiles, reference letters, etc.). To facilitate evaluation, information on specific projects must 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. corporate role in the project.

###### 4.1.1.2.2 Experience of Personnel (55 points)

**Intent:**

Evaluate the professional experience, of each proposed personnel, on commercial building assessments projects.

<b>R3</b>	The proposed Senior Resource should have experience leading building assessments projects for commercial buildings.	1 – 3 projects = 2 to 6 points 4 - 6 projects = 8 to 12 points 7 – 9 projects= 14 to 18 points 10 projects or more= 25 points
<b>R4</b>	The proposed 2 Junior Resources should have experience performing building assessments inspections and evaluations for commercial buildings.	For each of the 2 proposed resources: 1 – 3 projects = 1 to 3 points 4 - 6 projects = 4 to 6 points 7 – 9 projects = 7 to 9 points 10 projects or more= 15 points

**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 resource(s) must include:

- a. area(s) of expertise and the role for which they will be responsible;
- b. the total number of years of experience;
- c. the roles performed for projects they have completed; and
- d. certification and licensing, as appropriate.

**4.2 Basis of Selection**

1. To be declared responsive, an arrangement must:
  - a. comply with all the requirements of the Request for Supply Arrangements; and
  - b. meet all mandatory technical evaluation criteria; and
2. Arrangements not meeting (a) or (b) above will be declared non-responsive.
3. Up to 5 responsive proposals will be recommended for issuance of a Supply Arrangement. The proposals achieving the highest total of points for the rated evaluation criteria will be recommended. DFATD reserves the right to issue more than 5 arrangements in case of a tie within the 5 highest totals of points.

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

**5.1 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information**

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.



### **5.1.1 Status and Availability of Resources**

The Supplier certifies that, should it be issued a supply arrangement as a result of the request for supply arrangements, every individual proposed in the arrangement or individuals with similar qualifications and experience will be available for the term of the supply arrangement.

If the Supplier has proposed any individual who is not an employee of the Supplier, the Supplier 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 Supplier must, upon request from the Supply Arrangement Authority, provide a written confirmation, signed by the individual, of the permission given to the Supplier and of his/her availability.

### **5.1.2 Education and Experience**

The Supplier certifies that all the information provided in the résumés and supporting material submitted with the arrangement, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Supplier to be true and accurate.

## **PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

### **A. SUPPLY ARRANGEMENT**

#### **6.1 Arrangement**

The Supply Arrangement covers the Work described in the generic Statement of Work at Annex "A".

#### **6.2 Security Requirements**

At missions abroad, the Contractor and/or all other personnel involved in the Work shall hold a valid personnel security screening level of RELIABILITY STATUS or above for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the Work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-Based Staff (CBS). Failure to obtain the security screening of Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with ISR and ISC.

This document does NOT contain CLASSIFIED information, however all or part of the Work involves possible access to CLASSIFIED and/or PROTECTED information/materiel.

The Contractor shall NOT remove, without the express written approval of the Departmental Representative, any CLASSIFIED and/or PROTECTED information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by Subcontractors.

Subcontractors who require access to CLASSIFIED and/or PROTECTED information or sensitive work sites, shall NOT be accessed without the prior, written approval of the Departmental Representative and ISC.

## 6.3 Standard Clauses and Conditions

### 6.3.1 General Conditions

#### 01 Interpretation

"Administrative Agreement" is a negotiated agreement with the Minister of PWGS as provided for in the [Ineligibility and Suspension Policy](#).

"Affiliate" is a person, including, but not limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:

- i. one controls or has the power to control the other, or
- ii. a third party has the power to control both.

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs, Trade and Development and any other person duly authorized to act on behalf of that Minister.

"Control" means:

- a. direct control, such as where:
  - i. a person controls a body corporate if securities of the body corporate to which are attached more than 50 percent of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;
  - ii. a person controls a corporation that is organized on a cooperative basis if the person and all of the entities controlled by the person have the right to exercise more than 50 percent of the votes that may be cast at an annual meeting or to elect the majority of the directors of the corporation;
  - iii. a person controls an unincorporated entity, other than a limited partnership, if more than 50 percent of the ownership interests, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;
  - iv. the general partner of a limited partnership controls the limited partnership; and
  - v. a person controls an entity if the person has any direct or indirect influence that, if exercised, would result in control in fact of the entity.
- b. deemed control, such as where:

a person who controls an entity is deemed to control any entity that is controlled, or deemed to be controlled, by the entity
- c. indirect control, such as where:

a person is deemed to control, within the meaning of paragraph (a) or (b), an entity where the aggregate of:

  - i. any securities of the entity that are beneficially owned by that person, and
  - ii. any securities of the entity that are beneficially owned by any entity controlled by that person is such that, if that person and all of the entities referred to in paragraph (c)(ii) that beneficially own securities of the entity were one person, that person would control the entity.

"Ineligibility" means a person not eligible to contract with Canada;

"Supplier" means the person or entity whose name appears on the Supply Arrangement and who has become a pre-qualified supplier and been issued a Supply Arrangement;

"Supply Arrangement" means the written arrangement between Canada and the Supplier, these general conditions, any referenced clauses and conditions, and any other document specified or referred to as forming part of the Supply Arrangement;

"Supply Arrangement Authority" means the person designated as such in the Supply Arrangement, or by notice to the Supplier, to act as the representative of Canada in the management of the Supply Arrangement.

"Suspension" means a determination of temporary ineligibility by the Minister of PWGS.

## **02 Standard Clauses and Conditions**

Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c. 16, the clauses and conditions identified in the Supply Arrangement by number, date and title are incorporated by reference into the Supply Arrangement and form part of any contract resulting from the Supply Arrangement as though expressly set out in the Supply Arrangement and resulting contract.

## **03 Bid Solicitations and Resulting Contracts**

The Supplier understands that identified users are allowed under a Supply Arrangement to solicit bids and award contracts to pre-qualified suppliers only. Suppliers must be pre-qualified and issued a Supply Arrangement to meet the requirements of a bid solicitation and/or be awarded a contract under a Supply Arrangement. If the Supply Arrangement includes ceiling prices or rates, suppliers will be allowed to lower their prices or rates based on the actual requirement or statement of work described in the bid solicitation. For competitive requirements, bid solicitations will be issued in accordance with the process established in the Supply Arrangement. Bids will be evaluated and contracts will be awarded in accordance with the process described in each bid solicitation. Each contract awarded will be considered to be a separate binding contract established between the contracting department or agency and the Supplier.

The Supplier understands and agrees that:

- a. issuance of a supply arrangement to the Supplier does not oblige Canada to authorize or order all or any of the goods or services described in the Supply Arrangement or to spend any monies whatsoever;
- b. a contract will exist only if there is an authorized contract awarded under the Supply Arrangement and only for those goods, services, or both which are described in the contract;
- c. Canada's liability is limited to that which arises from contracts awarded under the Supply Arrangement;
- d. Canada has the right to procure the goods and services specified in the Supply Arrangement by means of any other contract, standing offer or contracting method;
- e. neither the Supply Arrangement nor any bid in response to a bid solicitation issued in accordance with it can be assigned or transferred in whole or in part.

## **04 Supply Arrangement Period**

The Supply Arrangement may be issued for a specific period as set out in the Supply Arrangement or until such time as Canada no longer considers it to be advantageous to use the Supply Arrangement to award contracts under the Supply Arrangement framework.

## **05 Modifications**

1. From time to time, Canada may modify the conditions of the Supply Arrangement. Canada will advise all suppliers of any proposed modification to the supply arrangement and will provide suppliers with an opportunity to either withdraw or confirm their consent to the modification. The Supplier may withdraw if it no longer wishes to be considered for future contracts as a result of the modification. If the Supplier does not withdraw, the Supplier must confirm its consent to the modification and confirm that it meets any qualification requirement that may be affected by the modification. The Supplier must provide any information or evidence the Supply Arrangement Authority may require to verify that the Supplier continues to be a qualified supplier.

2. Canada may also, from time to time, update the conditions of the bid solicitation and resulting contract clauses included in the Supply Arrangement. Canada will then publish the updates no less than 10 working days before including them in any individual bid solicitation. Canada may also modify the requirement described in the Supply Arrangement or, if the Supply Arrangement includes categories, modify the requirements associated with categories. If Canada adds a new category, the Supplier may submit an application to qualify for that category. Upon successful qualification, that category will simply be added to the Supplier's existing Supply Arrangement. In the event of a modification to the requirement, the Supplier may either be required to qualify in respect to the modification only or to submit another arrangement, depending on the extent of the modification.
3. Modifications will not affect contracts that are already in place before the date of the modification.

## **06 Confirmation of Qualification**

1. The Supplier must continue to meet all the qualification requirements related to the Supply Arrangement during the entire period of the Supply Arrangement. Any certification provided by the Supplier must be true on the date of the Supply Arrangement and remain true throughout the period of the Supply Arrangement. The Supplier must immediately notify the Supply Arrangement Authority if it no longer meets any of the qualification requirements of the Supply Arrangement.
2. The Supply Arrangement Authority may require the Supplier to confirm its qualification at any time and provide evidence to support its confirmation. If the Supplier no longer meets any of the requirements for qualification, Canada may, at its option:
  - a. suspend the Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, the Supplier will not be eligible to bid on bid solicitations issued under the Supply Arrangement;
  - b. suspend the Supplier's qualification under specific categories of the Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, the Supplier will not be eligible to bid on bid solicitations issued under Supply Arrangement for those categories;
  - c. cancel the Supply Arrangement or the Supplier's qualification for specific categories, in which case, the Supplier will not be allowed to submit a new arrangement for a period of six months following the cancellation.

## **07 Cancelled**

## **08 Withdrawal by Supplier**

If the Supplier wishes to withdraw from the Supply Arrangement or only from any specific category, the Supplier must advise Canada by providing no less than 30 days written notice to the Supply Arrangement Authority, unless provided otherwise in the Supply Arrangement.

Upon receipt of the notice, the Supply Arrangement Authority will remove the Supplier from the list of pre-qualified suppliers and the Supplier will not be eligible to bid on bid solicitations issued under the Supply Arrangement anymore. The Supplier will be required to qualify again to become a pre-qualified supplier.

The Supplier acknowledges that its withdrawal will not affect any contract entered into before the receipt by the Supply Arrangement Authority of the notice. Canada may at its discretion advise the Supplier that the Supplier will not be allowed to submit a new arrangement to re-qualify for a period of time as determined by Canada.

## **09 Suspension or Cancellation of Qualification by Canada**

1. Canada may, by sending written notice to the Supplier, suspend or cancel the Supply Arrangement under any of the following circumstances:
  - a. the Supplier no longer meets any of the required qualifications of the Supply Arrangement as provided in section 6;
  - b. the Supplier is in default in carrying out any of its obligations under any resulting contract and Canada has exercised its contractual right to terminate the contract for default;
  - c. the Supplier becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Supplier, or an order is made or a resolution passed for the winding-up of the Supplier;
  - d. Canada has imposed measures on the Supplier under the Vendor Performance Corrective Measure Policy (or such similar policy that may be in place from time to time).
2. Suspension or cancellation of the Supply Arrangement will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any contract entered into before the issuance of the notice. The Supply Arrangement Authority will however remove the Supplier from the list of pre-qualified suppliers and the Supplier will not be eligible to bid on bid solicitations issued under the Supply Arrangement. The Supplier will not be allowed to submit another arrangement for a period to be determined by Canada.

## **10 Termination of Contracts made under the Supply Arrangement**

If a contract made under the Supply Arrangement is terminated for default or otherwise, such termination does not terminate the Supply Arrangement. The Supplier acknowledges, however, that a default under any contract made under the Supply Arrangement may result in the suspension or cancellation of the Supply Arrangement.

## **11 Joint Venture**

If the Supplier is a joint venture, the Supplier agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract awarded under the Supply Arrangement. If the membership of a joint venture changes, the Supply Arrangement will be cancelled and members who wish to qualify separately or as part of a different joint venture must submit a new arrangement by following the qualification process established by Canada.

## **12 Publication of Supply Arrangement Information**

1. The Supplier agrees that Canada may publish certain information related to the Supply Arrangement or a supply arrangement catalogue. The Supplier agrees to the disclosure of the following information included in the Supply Arrangement:
  - a. the conditions of the Supply Arrangement;
  - b. the Supplier's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
  - c. the Supplier's profile and its level of security clearance;
  - d. the Supplier's qualified domains of expertise or the categories for which the Supplier has qualified.

2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Supplier identifies any error, inconsistency or omission, the Supplier agrees to notify the Supply Arrangement Authority immediately.

### **13 Application of Trade Agreements**

The Supplier understands that even if the qualification process established for the issuance of the Supply Arrangement was subject to the *World Trade Organization Agreement on Government Procurement*, the *North American Free Trade Agreement*, and the *Agreement on Internal Trade*, not all three agreements will necessarily apply to individual bid solicitations under the Supply Arrangement. The trade agreements applicable to individual bid solicitations will be identified on a case-by-case basis.

### **14 Costs**

The Supplier will not be reimbursed for any costs incurred before the award of a contract and no costs incurred before the award of a contract can be charged to the Supply Arrangement or any contract entered into under the Supply Arrangement.

### **15 Disclosure of Information**

The Supplier agrees to the disclosure of its supply arrangement unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants in relation to such disclosure.

### **16 Access to Information**

Records created by the Supplier, and under the control of Canada, are subject to the [Access to Information Act](#). The Supplier acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Supplier acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

#### **6.4 Term of Supply Arrangement**

##### **6.4.1 Period of the Supply Arrangement**

The period of the Supply Arrangement (SA) and from which it will be possible to issue Request for Proposals (RFP), will be for 3 years. Official dates will be provided at SA issuance.

#### **6.5 Authorities**

##### **6.5.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

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

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

Foreign Affairs, Trade and Development Canada

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

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

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

## 6.5.2 Supplier's Representative

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

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

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

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

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

## 6.6 Cancelled

## 6.7 Cancelled

## 6.8 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 the Supply Arrangement;
- (b) the general conditions;
- (c) Annex A, Statement of work (generic);
- (d) the Supplier's arrangement dated yyyy/mm/dd.

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing additional information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the Supply Arrangement.

## 6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario (Canada).

## B. BID SOLICITATION

### 6.1 Bid Solicitation Documents

Canada will use the "T404-Generic Services" solicitation template. A sample copy of the template(s) is provided with the RFSA.

**Note:** References to the "T404-Generic Services" template in DFATD Requests for Supply Arrangements are provided as examples only. A revised version of the template and terms and conditions may be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements;
- (b) a complete description of the Work to be performed;
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;

(f) conditions of the resulting contract.

## **6.2 Bid Solicitation Process**

**6.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

**6.2.2** The bid solicitation will be sent directly to Suppliers.

**6.2.3** The bid solicitations can only be issued by the Physical Resources Bureau (ARD) of the DFATD.

**6.2.4** The bid solicitations must not exceed a total estimated amount of \$500,000.00 CAD, including applicable taxes.

## **C. RESULTING CONTRACT CLAUSES**

### **6.1 General**

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

Canada will use the "T408-Services Contract" template. A copy of the template(s) is provided with the RFSA.

**Note:** References to the "T408-Services Contract" template in DFATD Requests for Supply Arrangements are provided as examples only. A revised version of the template and terms and conditions may be used at time of bid solicitation.



# **ANNEX "A"**

## **STATEMENT OF WORK (Generic)**

### **Building Assessments (International)**

#### **1 Introduction**

The Department of Foreign Affairs, Trade and Development (DFATD) is the Government of Canada's designated custodian responsible for all international real property in support of diplomatic and consular purposes outside Canada. In this role, the Department is mandated to provide common services related to real property in support of the operations.

Canada's international real property portfolio comprises more than 900,000 square meters of space in 2,050 Crown-owned and Crown-leased buildings made up primarily of chanceries, residences and other support properties. Real property services are provided to more than 170 missions in 105 foreign countries accommodating more than 7,500 staff who support Government of Canada priorities in these locations.

#### **2 Project Scope**

Global Affairs Canada requires that real property located in missions abroad meets, at a minimum, all Canadian codes, regulations and policies to ensure that buildings and related activities comply accordingly. In the event that these are exceeded by local/foreign codes and/or regulations, the most stringent will apply.

Note that a Statement of Work, specific for each Request for Proposal (RFP) done under the Supply Arrangement, will be provided at the time of solicitation.

#### **3 Work Location**

The Work will take place in mission buildings in different countries around the world. Travel to each location will be mandatory in order to proceed with the work. Exact location(s) will be provided in each individual RFP.

#### **4 Language**

All work will have to be performed in English or French, depending on the location of the required services. The required language for the assessments, including deliverables, will be specified in each individual Request for Proposal (RFP).

#### **5 Tasks - Building Assessment Reports (BAR)**

As part of the Building Assessment Reports, the Contractor must proceed with a comprehensive assessment of building(s) including components and systems for each mission or location and documenting findings in the provided report templates and/or electronic spreadsheets. The required work will include, but will not be limited to, the following tasks:

- 5.1 Meet with mission's representatives before proceeding with each assessment.
- 5.2 Gather and review all the documentation provided by the Mission Representative(s) and/or the Technical Authority.
- 5.3 Conduct a physical inspection of the building(s) and identify all items (including building components and systems) that are not in accordance with applicable Canadian building codes, regulations and policies or local applicable building codes and regulations, whichever is most stringent.

- 5.4 Document all findings on the applicable Building Assessment Report (BAR) template Report(s). BAR templates have been tailored to each of the following building types: Chanceries (including Chancery Annexes and Offices), Official Residences, Staff Quarters, Ancillary Buildings and site Compounds (see templates in annex).
- 5.5 Based on the Building Assessment, recommend corrective action(s) for Management Action and identify recommendations for Project Requirements together with a Class D estimate (CAD) to correct the reported deficiencies or improve building components or systems.
- 5.6 Complete the Building Component Replacement Projection Report by providing a forecast of project requirements for replacement of major building components over a 5 to 25 year horizon with Class D estimates (CAD) for each project requirement.
- 5.7 Upon completion of all BAR's and Checklists for a mission, the Contractor must submit reports electronically and provide a Mission Summary Report. The template for the report will be provided.
- 5.8 All BAR, must be reviewed and signed by a Senior Level resource before submission to the Technical Authority.
- 5.9 After completion of all the required work, prepare and submit a Final Report and also prepare a supporting presentation.
- 5.10 For Chanceries and Official Residences:
  - a) Accessibility Assessment and a Fire Safety Assessment must be done and results included in provided template and/or in the BAR.
  - b) Complete the Fire and Life Safety Risk Profile.

## 6. Buildings Inventory

An inventory of buildings requiring BAR's including the geographic areas, buildings type and number (excluding ancillary buildings and compounds) is included for information only. DFATD reserves the right to increase or decrease the number and type of buildings to be assessed according to departmental operational requirements.

### EUROPE

Building type	Number of buildings	Total m2
<b>Chancery, Annex and Office</b>		
Total Office Type	96	129,201
<b>Official Residence</b>		
Total Official Residences	35	29,889
<b>Staff Quarters</b>		
Total Staff Quarters	366	77,426
<b>TOTAL REGION</b>	<b>452</b>	<b>144,807</b>

**AMERICAS**

Building type	Number of buildings	Total m2
<b>Chancery, Annex &amp; Office</b>		
• Latin America & Caribbean	43	58,659
• USA	33	64,470
Total Office Type	<b>76</b>	<b>123,129</b>
<b>Official Residence</b>		
• Latin America & Caribbean	18	9,055
• USA	17	9,280
Total Official Residence	<b>35</b>	<b>18,335</b>
<b>Staff Quarters</b>		
• Latin America & Caribbean	106	75,973
• USA	46	21,448
Total Staff Quarters	<b>152</b>	<b>97,421</b>
<b>TOTAL REGION</b>	<b>263</b>	<b>238,885</b>

**ASIA PACIFIC**

Building type	Number of buildings	Total m2
<b>Chancery &amp; Annex</b>		
• Asia S & Pacific	21	50,410
• East Asia	15	68,676
Total Office Type	<b>36</b>	<b>119,086</b>
<b>Official Residence</b>		
• Asia S & Pacific	15	9,078
• East Asia	6	4,835
Total Official Residence	<b>21</b>	<b>13,913</b>
<b>Staff Quarters</b>		
• Asia S & Pacific	323	73,891
• East Asia	194	43,700
Total Staff Quarters	<b>517</b>	<b>117,591</b>
<b>TOTAL REGION</b>	<b>574</b>	<b>250,590</b>

## MIDDLE EAST AND AFRICA

Building type	Number of buildings	Total m2
<b>Chancery &amp; Annex</b>		
• Africa	21	57,448
• Middle East	15	31,275
Total Office Type	<b>37</b>	<b>88,723</b>
<b>Official Residence</b>		
• Africa	5	5,287
• Middle East	13	8,108
Total Official Residence	<b>18</b>	<b>13,395</b>
<b>Staff Quarters</b>		
• Africa	289	90,172
• Middle East	193	52,916
Total Staff Quarters	<b>482</b>	<b>143,088</b>
<b>TOTAL REGION</b>	<b>537</b>	<b>245,743</b>

## 7. Building Assessment Report, Checklists and Templates

This is a list of the relevant templates that will be used, depending on building type, in order to perform BAR's. For supplier's convenience, a copy of each is included.

- Building Assessment Report - Chancery and Chancery Annex;
- Building Assessment Report - Official Residence;
- Building Assessment Report - Staff Quarters;
- Building Assessment Report - Ancillary Building;
- Building Assessment Report - Compound;
- Accessibility Checklist;
- Fire Safety Assessment Checklist;
- Fire and Life Safety Risk Profile;
- Building Component Replacement Projection Report.