



**A1. DEPARTMENTAL REPRESENTATIVE**

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**Best Value Evaluation  
Request for Proposals (RFP)**

for

Performance of the work as described in  
Appendix "A" – Statement of Work of  
the draft contract.

<b>A2. TITLE</b> Recapitalization of Water Filtration System in Port au Prince Haiti		
<b>A3. SOLICITATION NUMBER</b> ARA-CONST-PRNCE-15094	<b>A4. PROJECT NUMBER</b> B-PRNCE-107	<b>DATE:</b> December 12, 2016
<b>A6. RFP DOCUMENTS</b> <ol style="list-style-type: none"> <li>1. Request for Proposals (RFP) title page</li> <li>2. Submission Requirements and Evaluations (Section "I")</li> <li>3. Price Proposal (Section "II")</li> <li>4. General Instructions (Section "III")</li> <li>5. Statement of Work (SOW) (Appendix "A")</li> <li>6. Draft Contract</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<b>A7. PROPOSAL DELIVERY</b> <p>In order for the proposal to be valid, it must be received no later than <b>January 16, 2017 at 2pm</b> (Ottawa, Ontario) referred to herein as the "Closing Date".</p> <p><b>Three (3) copies</b> of the technical proposal is to be sent <b>ONLY</b> to the following address:</p> <p>Global Affairs Canada Lester B. Pearson Building 125 Sussex Drive, Ottawa Ontario K1A 0G2</p> <p>Attention: Brianne Leach Telephone: 343-203-8283 Solicitation #: ARA-CONST-PRNCE-15094</p> <p>Proponents should ensure that their name, address, Closing Date, and Solicitation Number is clearly marked on their envelopes or parcels.</p>		
<b>A8. PRICE PROPOSAL</b> <p>The completed Price Proposal Form Section "II" and Bill of Quantities (if applicable) must be sealed in a separate attachment marked "Price Proposal". The information required in section SR3 Price Proposal Form must only appear in the sealed "Price Proposal Form" attachment. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration.</p>		
<b>A9. SITE VISIT</b> <p>An optional site visit will be held at Ambassade du Canada Route Delmas Entre Delmas 75 et 71, B.P 826 Port Au Prince. Haïti on <b>19 December 2016 from 09.00 hr to 1400 hr.</b> No costs associated with the site visit will be reimbursed.</p>		
<b>A10. ENQUIRIES</b> <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 and Time in order to allow sufficient time to provide a response.</p>		
<b>A11. LANGUAGE</b> <p>Proposals shall be submitted in English .</p>		
<b>A12. PROPONENT CONFERENCE (IF ANY)</b> <p>See A9</p>		
<b>A13. BID SECURITY</b> <p>There are no bid security under this RFP</p>		
<b>A14. CONTRACT DOCUMENTS</b> <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 unduly onerous clauses to the Departmental Representative in accordance with A10 - 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** This section outlines the information Proponents are required to submit. To qualify, Proponents must meet the mandatory requirements 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 SR2 – Technical Proposal and SR3 – Price Proposal. **Proponents must achieve the minimum required points for each of the criteria (SR 2.1 to 2.8) in the Point Rated Requirement AND a minimum score of 35 points out of 70 overall under the criteria set out in SR2 in the Technical Proposal in order to be compliant.** 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 evaluated Total Price Proposal will be selected.

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

**1.3 Contract Insurance Requirement**

The successful Proponent shall be required to provide insurance coverage in accordance with article C9 in the Construction Contract within fourteen (14) days after receipt of a notice in writing that the bid was accepted by Her Majesty.

**1.4 Approval of Alternative Material**

**1.4.1** The bid must be based on using materials specified by trade or manufacturer's names where specified in the tender documentation.

**1.4.2** Alternatives to materials and equipment specified by trade or manufacturer's names will be considered during the bid period if full descriptive data on proposed alternatives is submitted in writing to the Departmental Representative as specified in A10. Enquiries.

**1.4.3** The Departmental Representative must approve any alternative material in writing. Approved alternatives will be incorporated in the specification by issuance of addenda to the tender documents.

**1.5 Site Visit**

The Site Visit is currently scheduled for 19 December, 2016 from 09.00 hrs to 14.00 hrs. All travel administration and arrangements for transportation is the responsibility of the Proponent. All Proponents interested in attending must submit their confirmation request to the Departmental Representative with the complete Appendix "C" *General Administrative Requirements* no later than 15 December 2016.

**SR2 TECHNICAL PROPOSAL (70 POINTS)****POINT RATED REQUIREMENT****Work Plan (70 points)****Intent:**

Evaluate the Proponent's strategy for delivering the Work including the type of equipment proposed that fully meets the intent of the design and redundancy for all system functions. Proponents must provide, in their response, an effective delivery strategy that meets the requirements of the Statement of Work and a clear description of how the team will be effectively managed and how the proposed system will operate within the guidelines of the Appendix "B" General Technical Specifications. For a proposal to received higher marks, Proponents must describe how the proposed equipment surpasses the required standards identified in the Appendix "B" in all aspects such as system performance, ease of operation, expected reliability overall and site installation and delivery.

**Information that MUST be submitted:**

- 2.1 Demonstrate that the proposed equipment to be supplied for the water system replacement meets the design intent and specifications as outlined in the Statement of Work Appendix "A" and Appendix "B" of the Draft Contract (min.5; max15 pts);
- 2.2 Provide details on how the work will be implemented on site and how the Proponent will ensure reliability in providing water to the mission on a 24/7 basis (min.2 pts; max 5 pts);
- 2.3 Detailed project schedule including critical milestones during implementation of the site work (min.2 pts; max. 5 pts);
- 2.4 Detailed work activities that could affect the operation of the mission and measures the Proponent will take in order to minimize risk to the Embassy operations and how they will be mitigated (min.2; max 5 pts);
- 2.5 Detailed breakdown for each system installation activity (min.2 pts; min 5 pts);
- 2.6 Provide technical data sheets and drawings/sketches for the replacement water system with specific details related to the proposed equipment (min.5 pts; max 15 pts);
- 2.1 Detailed description of system operations. Identify the level of expertise required to maintain the daily system operation, specialised testing and calibration (min.4 pts; max 10 pts); and
- 2.2 Detailed maintenance concept to support yearly operations and regulations. To include recommended spare parts, training level for the local maintenance personnel as per Appendix "B", section Tests, Training and Manuals (min.4; max 10 pts).

**SR3 PRICE PROPOSAL (30 POINTS)**

**3.1 All the information required in section SR3 must appear on Section "II" - Price Proposal Form ONLY and sealed in a separate envelope marked "Price Proposal Form."** Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration. Price Proposal Forms will only be opened after the Technical Proposal evaluation is completed and Proponent has obtained a minimum score of 35 out of 70 points. If it becomes clear that the Price Score would not alter the standing of any proposal, that Price Proposal Form envelope will NOT be opened.

**3.2 Fixed Price**

- 3.2.1** Proponents shall quote an all-inclusive Fixed Price (excluding the cost of The Minister's services and equipment\ furniture) on the form attached as Section "II" - Tender Form. The Fixed Price 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, living costs and all overhead costs including disbursements;
- 3.2.2** Proponents shall estimate on the price proposal form the value of the taxes (including VAT as per SR3.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent;
- 3.2.3** All payments shall be made according to the terms of payment set out in the attached draft Contract;
- 3.2.4** Exchange rate fluctuation protection is not offered;
- 3.2.5** Price Proposal Forms not meeting above requirements will not be given any further consideration; and
- 3.2.6** Proponents shall submit completed Detail cost breakdown of all activities and sealed in the "Price Proposal Form" envelope.

**3.3 Taxes & Duties**

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

**4.1 Rating**

The lowest Total Price Proposal will score thirty (30) points. Other prices will be scored in arithmetic proportion as per the following formula:

$$\text{Score} = (\text{lowest Price Proposal} / \text{Price Proposal}) \times 70$$

Example:

(In this example, Proposal 1 is the lowest priced proposal)

Proposal 1 = 100	Score = 30 pts
Proposal 2 = 110	Score = (100/110) x 70
Proposal 3 = 125	Score = (100/125) x 70
Proposal 4 = 145	Score = (100/145) x 70

**4.2 Price Breakdown**

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

**SECTION "II" – PRICE PROPOSAL FORM**

**TF1 CONTACT INFORMATION**

Name of Firm: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**TF1.1 Fixed Price**

ITEM	DESCRIPTION	COST (CAD)
1	SOW 1	
2	SOW 2	
3	SOW 3	
4	<b>TOTAL FIXED PRICE</b>	
5	<b>OPTIONAL One (1) Year Maintenance</b>	
<b>Total Price Proposal</b>		

Applicable taxes

\_\_\_\_\_

*(state amount in words)*

*All amounts are in the currency specified in the contract*

TF2 LIST OF SUB-CONTRACTORS (MANDATORY)

NAME

ADDRESS

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**Acceptance and Entry Into Contract**

I/We undertake, within fourteen (14) calendar days of receipt of notification of acceptance of my/our bid, to sign a contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided I/We are notified, by Her Majesty, of the acceptance of my/our bid within ninety (90) days of the solicitation closing date.

**TF3 CONSTRUCTION TIME**

I/We agree to complete the Work within the time stipulated in the specification from the date of notification of acceptance of my/our bid.

**TF4 CONTRACT INSURANCE**

Within fourteen (14) calendar days after receipt of written notification of acceptance of my/our bid, I/We will furnish contract insurance certificate in accordance with articles C9 and C8 respectively of the draft Construction Contract.

SIGNED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ on behalf of:

\_\_\_\_\_  
Print the legal name of the Proponent

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Print name(s) & titles of authorized signatory

\_\_\_\_\_  
Print name(s) & titles of authorized signatory

\_\_\_\_\_  
Signature of Witness

## 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 article 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 written 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 Majesty's 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; and
- 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 on TF2 they propose to use on the Works. 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 Form:
- 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 bid.
- 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) calendar 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 PROPONENT'S CONFERENCE**

- 18.1** Proponents, or their representative(s), are requested to attend a Proponent's conference as described in A13. during which the requirements outlined in this RFP document will be reviewed and any questions will be answered.
- 18.2** Proponents are advised that any clarifications or changes resulting from the Proponents' conference

shall be included as an amendment to the bid solicitation document.

- 18.3** No expenses will be reimbursed by Her Majesty pursuant to the Proponent's Conference.

**GI19 INTERPRETATION**

- 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.