



A1. Standing Offer Authority

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

for

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

A2. TITLE Relocation & Storage Services		
A3. SOLICITATION NUMBER 18-139413	A4. PROJECT NUMBER L-CNGNY-104	A5. DATE May 1, 2018
A6. RFSO DOCUMENTS <ol style="list-style-type: none"> 1. Request for Standing Offer (RFSO) title page 2. Submission Requirements and Evaluations (Section I) 3. Price Proposal (Section II) 4. General Instructions (Section III) 5. The attached Standing Offer or Call-Up Authority <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
A7. PROPOSAL DELIVERY <p>Closing date and time</p> <p>In order for the Proposal to be valid, it must be received no later than 14:00 on June 11, 2018 (Ottawa, Ontario time).</p> <p>One copy of the Proposal are to be sent ONLY to the following email address:</p> <p>internationalproposals@international.gc.ca</p>		
A8. ENQUIRIES <p>All enquiries or issues concerning this RFSO must be submitted in writing to the Standing Offer Authority no later than three (3) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.</p>		
A9. LANGUAGE <p>Proposals shall be submitted in English or French.</p>		
A10. CONTRACT DOCUMENTS <p>The draft Standing Offer which the selected Proponent will be expected to execute is included with this RFSO. Proponents are advised to review it in detail and identify any unduly onerous clauses to the Departmental Representative in accordance with A9 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Standing Offer documents.</p>		

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

- a. Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs Canada ("The Minister"), is inviting Proponents, by issuance of this Request for Standing Offer (RFSO), to establish Standing Offer(s) (SO) for the provision of Services described in the Statement of Work - Appendix A attached herein, hereinafter referred to as the "Work", on an "as and when requested" basis for one (1) year.

SR1.2 Standing Offer (SO)

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

SR1.3 Standing Offer Process

- a. The Standing Offer method of supply is essentially a two Phase procurement process.
- b. Phase I is the issuance of an RFSO to Suppliers, and the issuance, following evaluation of the offers received in response to the RFSO in accordance with the terms and conditions of the RFSO, of one or more SOs to Qualified Supplier(s).
- c. Once the Qualified Supplier has been established and an appropriate Standing Offer entered into with the Qualified Supplier, Phase II begins through the issuance of separate Call-Ups, on an as-and-when-requested basis for the required Services in accordance with the terms and conditions of the Standing Offers and Her Majesty's procurement policies. These Call-Ups form a contractual agreement between Her Majesty and the Qualified Supplier for the Services offered.
- d. The Standing Offer will be available for use upon signature by Her Majesty and will be effective on the same date. A Supplier will be considered to have been added to the Qualified Suppliers list upon signature of the Standing Offer. The issuance of Standing Offers does not oblige Canada to issue Call-Ups to Contract for any of the Services described in SOs or to spend any monies whatsoever.
- e. Call-Ups will be issued on a competitive basis to the Qualified Supplier determined by Right of First Refusal. Each Call-Up issued in accordance with the resulting SO shall be subject to the terms and conditions stated in the SO.

SR1.4 General Information

1. Introduction

Canada is looking for a contractor to provide commercial packing, moving, warehouse and art installation services for a one year period to support multiple office relocations. The existing 2 offices employ close to 150 staff member and are located in midtown Manhattan.

- The services will include the provision of a secure warehouse, receipt of shipments (road or air from Ottawa, Canada), storage, delivery, moving, and support of the installation of furniture, art and supplies at the new Mission offices.
- Local commercial moves from one location to another in New York, including preparation/building protection, packing, moving and delivery services for boxed files, furniture, fine art, IM/IT equipment including servers and large scale printers, x-ray machines, safes and office desk chairs.

- Provision of personnel and supplies for internal moving services to be carried out on the Mission premises in New York.
- Packing, moving and installation of fine art using qualified Art Technicians under the direction of DFATD personnel.

SR2 EVALUATION PROCEDURES AND BASIS OF SELECTION

SR2.1 Proposal Preparation Instructions

Canada requests that proponent provide their offer in separately saved documents as follows:

- Technical Proposal; one (1) SIGNED soft copy PDF
- Price Proposal; one (1) soft copy PDF
- Certifications; one (1) SIGNED soft copy PDF

All files must be smaller than 1.9Mb and sent to the Standing Offer Authority as an attachment.

Prices must appear in the price proposal only. Prices must not be indicated in any other section of the proposal.

Canada requests that proponent follow the format instructions described below in the preparation of their proposal.

1) Technical Proposals must not exceed thirty (30) single-sided pages of 8½ "x 11" paper (or format A4 paper), minimum type face 10 pts, excluding candidate résumés.

2) use a numbering system that corresponds to that of the Request for Standing Offers.

Technical Proposal

In their technical proposal, proponents should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Sample Format:

MT1 – Qualification of Key Personnel

Proposed Project Manager – Mr. James Brown

Detailed resume and references attached.

Summary:

Mr. Brown has worked in the moving industry for over 13 years and in excess of 9 years supporting international moving operations. Specific examples of similar projects he has worked on include...etc. As Project Manager Mr. Brown will be responsible for...

Proposed Estimator – Mr. Jack Johnson
Detailed resume and references attached.

Summary:

Mr. Johnson has work in the moving industry for the last seven years of which the last three he has spent as an estimator.

In his role as estimator, Mr. Johnson will be responsible for...

Financial Offer

Proponents must submit their price proposal in accordance with the Appendix C, Basis of Payment. The total amount of applicable tax must be shown separately.

Certifications

Proponents must submit the certifications required under Section 3.

SR3 EVALUATION PROCEDURES AND BASIS OF SELECTION**SR3.1 Evaluation Procedures**

An evaluation team composed of representatives of Canada will evaluate the offers.

SR3.2 Technical Evaluation**SR3.2.1 Mandatory Requirements**

	MANDATORY REQUIREMENTS	PAGE REFERENCE	Pass	Fail
M. 1	<p>MANDATORY CONFIDENTIALITY AGREEMENTS</p> <p>Proponents are required to submit duly executed Confidentiality Agreements required under SECTION IV of the contract.</p> <p>Only after receipt of the executed Confidentiality Agreement will Proponents be issued Protection Plans.</p> <p>Confidentiality Agreements are to be submitted in hard copy to:</p> <p style="text-align: center;">Lindsay Burleson,</p> <p style="text-align: center;">The Permanent Mission of Canada to the United Nations,</p> <p style="text-align: center;">1 Dag Hammarskjold Plaza, 885 2nd, Ave. 14th Floor</p> <p style="text-align: center;">(cell 917-574-1632)</p>			
M. 2	MANDATORY SITE TOUR			

	<p>Proponents are required to attend mandatory site tours of the three office locations. Proponents will meet at the first location and walk to the other two locations. Proponents must register in advance in order to gain admittance to the buildings.</p> <p>Location : May 8, 2:30 pm</p> <p> 237 Park, Reception Area</p> <p>Advance registration: Lindsay.Burleson@international.gc.ca</p>			
M. 3	<p>PROPONENT PROFILE</p> <p>Proponents must provide a brief corporate history demonstrating that they have a minimum of 10 years of experience in providing commercial moving services in New York City corporate and/or government clients. Proponents must describe, at a minimum, the number of domestic and international moves performed over the last three years, their facilities, vehicle fleet and capabilities, number of full-time and part-time employees.</p> <p>Proponents must provide a brief corporate history demonstrating that they have a minimum of 10 years of experience in providing fine art technician services for handling, installation, packing and transportation of fine art in New York City corporate and/or government clients. Proponents must describe, at a minimum, the number and scope of domestic and international contracts for fine art technician services performed over the last three years, their facilities, vehicle fleet and capabilities, number of full-time and part-time fine art technicians.</p>			
M.4	<p>REFERENCES</p> <p>Proponents must provide the name and contact information for at least three references from clients who's projects are in similar size and scope to Canada's requirement. Projects must have been completed within the last three year of the bid closing date.</p>			
M.5	<p>QUALIFICATIONS OF KEY PERSONNEL</p> <p>Proponents must propose a Project Manager, an estimator, Move Supervisors (2 or more) and Art Technicians (2)who have relevant experience in those positions to meet the requirements as described in the Statement of Work and must:</p>			
M.5.1	<p>Project Manager</p> <p>Describe the proposed Project Manager's role and responsibilities Submit a detailed resume for the Project Manager that demonstrates the proposed individual has at least ten (10) years overall work experience in the moving business in the past 15 years.</p> <p>The Project Manager Coordinator must be able to perform his/her duties in English.</p>			

Section I**Submission Requirements and Evaluations**

M.5.2	Estimator Describe the proposed Estimator's role and responsibilities Submit a detailed resume for the proposed Estimator that demonstrates that the Estimator has at least two (2) years' experience in estimating the cost of moves in the past five (5) years and 5 years of overall work experience in the moving business. - The Estimator must be able to perform his/her duties in English.			
M.5.3	Move Supervisors Describe the proposed Move Supervisor's role and responsibilities Submit detailed resumes for the proposed Move Supervisors that demonstrates that the Move Supervisors have at least two (2) years overall work experience in the moving business in the past five (5) years. - The Move Supervisors must be able to perform their duties in English.			
M.5.4	Art Technicians Describe the proposed Move Supervisor's role and responsibilities Submit detailed resumes for the proposed Art Technicians that demonstrates that the Art Technicians have at least five (5) years' experience as an Art Technician in the past ten (10) years. - The Art Technicians must be able to perform their duties in English.			
M.6	CERTIFICATION Proponents must provide a signed statement indicating that they will meet the certifications specified in Section III of this solicitation.			
M.7	INSURANCE Supplier must provide a letter from an Insurance provider attesting that they are covered or will obtain insurance coverage specified in SC1 of the contract.			

SR3.2.2 Basis of Selection**SR3.2.3 Lowest Price**

To be declared responsive, an offer must:

- a. comply with all the requirements of the Request for Standing Offers;
- b. meet all mandatory technical evaluation criteria;
- c. submit a duly executed Certifications;
- d. submit a duly executed Confidentiality Agreement; and
- e. attend the mandatory site tours.

Proposals not meeting mandatory requirements will be declared non-responsive.

The Proponent with the lowest evaluated price will be recommended for issuance of a standing offer. The evaluated price will be based on an aggregate value of the proposed fixed prices and unit rates.

SR3.2.4 Taxes & Duties (not rated)

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

SR3.2.5 Price Breakdown

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

SECTION II - PRICE PROPOSAL

Name of Supervisor:

Address: _____

Contact Person:

Phone number: (____) ____ - _____ x

Email: _____@_____

Firm Fixed Price Proposal

1. Firm Fixed Price Proposal for Preliminary Schedule for Deliveries

(Excluding taxes. State amounts in words. All amounts are in USD.)

(Applicable taxes)

2. Firm Fixed Price Proposal for Preliminary Schedule for Furniture Installations

(Excluding taxes. State amounts in words. All amounts are in USD.)

(Applicable taxes)

3. Firm Fixed Price Proposal for Preliminary Schedule for Fine Art and Poster Installations

(Excluding taxes. State amounts in words. All amounts are in USD.)

(Applicable taxes)

4. Schedule of Rates

RATES: STORAGE SERVICES

1.	STORAGE FACILITY	USD	3.	LABOUR	USD
	30 Days/per 100 weight			Rates/Hourly	
	Warehouse Handling/per 100 weight			Project Manager	
	Oversize			Supervisor	
	Insurance Monthly			Labourer	
				Art Technician	
2.	CARGO COVERAGE			OT Rates/Hourly	
	Depreciated coverage/\$1000 of coverage			After hours	
	Full coverage			Stat holidays	
				Saturday/Sunday	

RATES: MOVING SERVICES

1.	PACKING MATERIALS	USD	2.	LABOUR	USD
	1.Boxes (leased)			Rates/Hourly	
	1.5 cube			Project Manager	
	3.0 cube			Supervisor	
	4.5 cube			Labourer	
	2. Monitor Bag (leased)			Art Technician	
	3. Keyboard Bag (leased)			OT Rates/Hourly	
	4. Unprinted paper/lbs.			After hours	
	5. Bubble Wrap/linear Ft.			Stat holidays	
				Saturday	
	6. Packing Tape			Sunday	
	<ul style="list-style-type: none"> • 55 Yds. • 110 Yds. 				

3	TRANSPORTATION	USD	4.	CARGO COVERAGE	USD
	Fixed price/vehicle/Hourly:			Depreciated coverage/\$1000 of coverage	
	Straight truck			Full coverage	
	5 Ton Truck				
	Other				

Section II

Price Proposal

	*Please note that trucks must fit under the Vanderbuilt overpass.				
5.	MOVING EQUIPMENT (Dollies/lifts/flat bed trolleys)		6.	PROTECTIVE MATERIALS	
	Rate/Hourly			Elevator/Wall covering	
				Masonite floor covering	
				Koroflex	

Signature

Date

Print Name and Capacity

SECTION III - CERTIFICATIONS

Proponents must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications Proponents provide to Canada is subject to verification by Canada during the proposal evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify Proponents' compliance with the certifications before issuance of a standing offer. The proposal will be declared non-responsive if any certification made by the Proponent is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

Code of Conduct and Certifications - Related documentation

By submitting a proposal, the Proponent certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an proposal, the Proponent certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Proponent and any of the Proponent's affiliates will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Canada may, at any time, request that a Proponent provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the proposal, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

3. Status and Availability of Resources

The Proponent certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Proponent is unable to provide the services of an individual named in its offer, the Proponent may propose a substitute with similar qualifications and experience. The Proponent must advise the Departmental Representative Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Proponent: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

4. Tools and equipment

The Proponent certifies that that they have the necessary tools and equipment to carry out all the work required under this SO, that they are in good condition, meet safety standards for satisfactory work performance, and will be maintained and kept available for the duration of the Standing Offer.

5. Packaging Standards and Instructions

Bidders must certify that they will adhere to the packaging standards and instructions contained in Appendix B and acknowledge that any deviation from the standard must be approved by the Departmental Representative.

6. Use of Unionized Employees

The Proponent certifies that all employees used to perform relocation work under this Standing Offer will be unionized employees. The Bidders must acquaint themselves with all locations in relation to trades present to ensure there is no jurisdictional dispute or legal work stoppage (i.e. maintaining trades harmony).

Name of supplier

Signed by authorized representative

Date

Confidentiality Agreement

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY
THE MINISTER OF FOREIGN AFFAIRS

The description of the requirements of bid solicitation No. _____ contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
 - a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
 - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
 - c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- c. is independently developed by the Supplier; or
- d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Name of Supplier

Signed by its authorized representative

Date

SECTION V - GENERAL INSTRUCTIONS

GI1 RESPONSIVENESS

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

GI2 ENQUIRIES - SOLICITATION STAGE

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

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

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

GI3 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

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

GI4 PROPOSAL PREPARATION COST

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

GI5 PROPOSAL DELIVERY

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

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

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

GI6 VALIDITY OF PROPOSAL

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

GI7 RIGHTS OF CANADA

Her Majesty reserves the right:

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

GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

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

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

GI9 INCURRING OF COST

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

GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

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

GI11 PROPERTY OF HER MAJESTY

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

GI12 RIGHTS OF UNSUCCESSFUL BIDDERS

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

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

GI13 PRICE SUPPORT

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

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

GI14 VENDOR PERFORMANCE

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

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

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

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

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

GI15 STANDING OFFER PARTICULARS

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

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

GI15.3 It is understood and agreed that:

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