



A1. DEPARTMENTAL REPRESENTATIVE

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**Request for Supply Arrangement
Proposals (RFSA)
Best Value (Point Rated)**

for

Anticipated Performance of the Work
described in Appendix “A” – Description of
Services of the Draft Supply Arrangement

A2. TITLE Request for Supply Arrangement Proposal - Structural Engineering Services - International		
A3. SOLICITATION NUMBER AWT-AESVCS-STRUCT-15129	A4. PROJECT NUMBER N/A	A5. DATE 11 July 2018
A6. RFSAP DOCUMENTS <ol style="list-style-type: none"> 1. Request for Supply Arrangement Proposals (RFSA) title page 2. Definitions (Section “I”) 3. Submission Requirements (Section “II”) 4. Technical Proposal (Section “III”) 5. Price Proposal (Section “IV”) 6. Proposal Submission General Instructions (Section “V”) 7. Draft Supply Arrangement Terms and Conditions <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
A7. PROPOSAL DELIVERY <p>In order for a Proposal to be valid, it must be received no later than 1400 h on 21 August 2018 (Ottawa, Ontario time).</p> <p>Only electronic copies will be accepted and received at the following e-mail address:</p> <p>realproperty@international.gc.ca</p> <p><u>Solicitation #: AWT-AESVCS-STRUCT-15129</u></p> <p>Please note: Electronic Proposals must not be copied to any other address or individual. Failure to comply will result in the whole Proposal being declared non-compliant and rejected from further consideration.</p> <p>Requests for confirmation of receipt of Proposal should be sent to: Attention: Olivier Charbonneau Email: Olivier.Charbonneau@international.gc.ca</p> <p>Please note: NO Proposals are to be sent directly to the individual above.</p>		
A8. PROPOSAL CONTENT <p>All the information required in Section SR5 must appear on Section “IV” - Price Proposal ONLY and in a separate attachment marked “Price Proposal”. Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration.</p>		
A9. ENQUIRIES <p>All enquiries or issues concerning this RFSAP must be submitted in writing to the Departmental Representative no later than fourteen (14) calendar days prior to the Closing Date and Time shown in A7 in order to allow sufficient time to provide a response.</p>		
A10. LANGUAGE <p>Proposals must be submitted in English or French.</p>		
A11. ALL DOCUMENTS <p>The Draft Supply Arrangement which the selected Proponents will be expected to execute is included with this RFSAP. Proponents are advised to review it in detail and identify any provisions which they feel are not clear to the Departmental Representative in accordance with A9 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Supply Arrangement documents.</p>		

SECTION "I" – DEFINITIONS

SR1 DEFINITIONS

- Proponent: Any corporate entity who submits a proposal in response to this RFSAP.
- Qualified Supplier: A Proponent who is a Signatory on an active SA is a Qualified Supplier.
- GAC: The Department of Foreign Affairs, Trade and Development is informally known as Global Affairs Canada and is shortened to GAC.
- DR: A DR is the Departmental Representative authorized to manage a particular Contract, contracting vehicle, and/or contracting vehicle process.
- RFSAP: An RFSAP is a Request for Supply Arrangement Proposals. It is used to initiate the process to determine Qualified Suppliers for a Supply Arrangement.
- SA: An SA is a Supply Arrangement which is a Contracting Vehicle used to contract a pre-defined set of services work deliverables.
- RfLOE: An RfLOE is a Request for Level of Effort. It is a shortened variant of an RfISCP.
- RfISCP: An RfISCP is a Request for Individual Service Contract Proposals. It is used to initiate the process of contracting a Qualified Contracting Supplier to undertake permitted Services requested under an SA.
- LOE: An LOE is a completed Level of Effort form. An LOE defines a Qualified Supplier's estimate of effort required to complete the work and deliverables defined in an SOW.
- ISC: An ISC is an Individual Supply Arrangement Contract. It is used to define Terms and Conditions for a set group of tasks to be completed by a Qualified Supplier.
- RTMP: An RTMP is a Highest Combined Rating of Technical Merit and Price evaluation used to tender an RfISCP.
- DoS: A DoS is a Description of Services defining the types of Services that may be requested to be completed, via ISC, under a valid Supply Arrangement.
- SOW: An SOW is the Statement of Work which defines the Technical Performance Services, the Deliverables, the Schedule of Deliverables, Communications Protocols to complete the Terms and Conditions of an ISC.
- Major Category "A" Project: A Major Category "A" Project is defined as a successfully completed Class "A" major office building, embassy, or institutional construction and fit-up projects, with construction and fit-up costs equal to or above \$15,000,000.00 CAD.
- Major Category "B" Project: A Major Category "B" Project is defined as a successfully completed Class "A" major office building, embassy, or institutional construction and fit-up projects, with construction and fit-up costs equal to or above \$ 5,000,000.00 CAD.
- Major Category "C" Project: A Major Category "C" Project is defined as a successfully completed Class "A" major office building, embassy, or other similar major construction and fit-up projects, with construction and fit-up costs equal to or above \$1,500,000.00 CAD.
- Completed: Completed projects must have been completed prior to the date in **Section A5** on the Cover Page of this RFSAP document.
- Recent: Recent is defined as within the ten (10) years prior to the date in **Section A5** of this RFSAP document.
- Principal: A Principal is a person who stands as a representative of a corporate entity and is responsible and liable for the decisions of the corporate entity. A Principal must have a minimum of five (5) years' experience as a Senior Structural Engineer.
- Senior Engineer: A Senior Engineer is defined as a Professional Engineer licensed to practise in Canada with a minimum of fifteen (15) years of experience. A Senior Engineer must have a minimum of ten (10) years of continuous licensure as a licensed Engineer immediately prior to the date in **Section A5** on the Cover Page of this

- RFSAP document.
- Intermediate Engineer: An Intermediate Engineer is defined as a Professional Engineer licensed to practise in Canada with a minimum of ten (10) years of experience. An Intermediate Engineer must have a minimum of five (5) years of continuous licensure as a licensed Engineer immediately prior to the date in **Section A5** on the Cover Page of this RFSAP document.
- Junior Engineer: A Junior Engineer is defined as an engineer eligible to be licensed to practise with a minimum of five (5) years of experience. A Junior Engineer must have a minimum of three (3) years since applying for registration as either a licensed Engineer or Engineer-in-Training prior to the date in **Section A5** on the Cover Page of this RFSAP document.
- Seismologist: A Seismologist, as defined by Natural Resources Canada, is an Earth scientist, specialized in geophysics, who studies the genesis and the propagation of seismic waves in geological materials. These geological materials can range from laboratory sample to the Earth as a whole, from its surface to its core. (<http://www.earthquakescanada.nrcan.gc.ca/info-gen/seismolog-en.php>)
- Blended Rate: Blended Rate is the rate for a particular Personnel Discipline Type to be used for evaluation and verification purposes. It is the daily per diem rate to be calculated using thirty (30) percent for the Senior level, forty-five (45) percent for the Intermediates level and twenty-five (25) percent for Junior level.

SECTION "II" – SUBMISSION REQUIREMENTS

SR2 INTRODUCTION

SR2.1 Request For Supply Arrangement Proposals

- a. Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs (the "Minister"), is inviting Proponents, by issuance of this Request for Supply Arrangement Proposals (RFSAP), to establish a Supply Arrangement (SA) for the provision of Services described in the Description of Services - Appendix "A" in the attached Draft Supply Arrangement, hereinafter referred to as the "Work", on an "as and when requested" basis for two (2) years with the provision to extend the Supply Arrangement period for three (3) additional one-year periods. It is anticipated that Her Majesty will issue a Supply Arrangement for up to five (5) firms.
- b. Past business volume has been estimated at \$500,000.00 per year. This is not to be interpreted as a commitment on the part of Her Majesty for future business volume.
- c. By submitting a proposal, Proponents confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a Supply Arrangement (SA). Her Majesty will declare non-responsive any proposal in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found by Her Majesty to be untrue in any respect, at the time of SA award. If it is determined, after SA award, that the Proponent made a false declaration, Her Majesty will, following a notice period, have the right to terminate the SA for default. The Proponent will be required to diligently maintain up-to-date the information requested. The Proponent and any of the Proponent's Affiliates will also be required to remain free and clear of any acts or convictions specified in these Integrity Provisions during the period of any contract resulting from this bid solicitation.
- d. By submitting a Proposal, Proponents confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, any conditions to be put forth by the bidders to change the terms of the Supply Arrangement must be presented during the solicitation period. The inclusion of any conditions presented within either the Technical Proposal or Price Proposal may render the bid non-compliant.
- e. By submitting a Proposal, Proponents agree that Her Majesty may request substantiation of the statements in their proposal.

SR2.2 Supply Arrangement (SA)

A Supply Arrangement (SA) is not a Contract. It is an offer made by an Offeror/Proponent (a Supplier or a Provider) for the provision of certain Services at prearranged prices or a prearranged pricing basis, which is open for acceptance by Her Majesty during a specified period of time. A separate Contract is formed each time a Contract is made against the Supply Arrangement and an Individual Supply Contract for the provision of Services is issued. The conditions of any Individual Supply Contract awarded under the Supply Arrangement will be in accordance with these clauses.

SR2.3 Supply Arrangement Process

- a. The Supply Arrangement method of supply is essentially a two Stage procurement process.
- b. Stage I is the issuance of an RFSAP to Suppliers, and the issuance, following evaluation of the Proposals received in response to the RFSAP in accordance with the terms and conditions of the RFSAP, of one or more SAs to Qualified Supplier(s).
- c. Once the Qualified Supplier(s) has/have been established and an appropriate Supply Arrangement entered into with the Qualified Supplier(s), Stage II begins through the issuance of separate Requests for Individual Supply Contract Proposals, on an as-and-when-requested basis for the required Services in accordance with the Supply Arrangement and Her Majesty's procurement policies. The Individual Supply Contracts form a contractual agreement between Her Majesty and the Qualified Supplier for the Services offered.
- d. No Qualified Supplier is permitted to be a Signatory on more than one (1) valid Supply Arrangement under this process. Therefore, should two (2) or more Qualified Suppliers merge or be acquired by another corporate entity, the SA's based on the lower scored best-value proposals will be cancelled

and only the SA based on the highest scoring proposal will be retained (in force).

- e. The Supply Arrangement 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 Supply Arrangement by Her Majesty. The issuance of a Supply Arrangement does not oblige Her Majesty to issue Individual Supply Contracts for any of the Services described in the SA or to spend any monies whatsoever.

SR2.4 Supply Arrangement Contracts Award Process

- a. **Least Cost:** The majority of the Structural Individual Supply Contracts (ISC's) issued under the terms of this RFSAP will be on a basis of Lowest Bid - Request for Individual Supply Contract Proposals (RfISCP) in the form of a Request for LOE (RfLOE)(the default process) issued to all Qualified Suppliers.
- b. **Non-Competitive:** If the Structural Engineering Services Individual Supply Contract DR is of the expectation that the total value of an RfISCP will be below \$ 50 000.00, the ISCDR may issue an RfLOE to only one of the successful proponents as an Opportunity of First Offer.
- c. **Highest Combined Rating of Technical Merit and Price (RTMP):** If the Structural Engineering Services Individual Supply Contract DR is of the opinion that the Request for LOE is significantly complex or will have a high enough value, both a Highest Combined Rating of Technical Merit and Price Request for Proposal (RFP) will be issued to all Qualified Suppliers with a subsequent Highest Combined Rating of Technical Merit and Price evaluation to determine the successful Qualified Supplier for the Structural Engineering Services Individual Supply Contract.
- d. All RfISCP's will be issued using the default, which is to issue an RfLOE, to all Qualified Suppliers on the SA on a Least Cost basis. Exceptions (Non-Competitive or Highest Combined Rating of Technical Merit and Price) will only be issued under certain conditions as outlined below:
 - i. Non-Competitive: The maximum expected contract value is less than \$ 50 000.00 a Non-Competitive Contract may be tendered.
 - ii. Less than three (3) Qualified Suppliers have a particular capability to deliver the service as stated in SR1.4, f).
 - iii. The requirements for tendering a RTMP are met.
- e. The Highest Combined Rating of Technical Merit and Price RfISCP will be used on occasion where a project may encompass project definition through to delivery.
- f. If any Qualified Supplier does not have the skillset required for a particular RfLOE (i.e. Blast Engineering, Security Clearance – Secret Level III), then they will not be issued that particular RfISCP.
- g. All Qualified Suppliers are required to hold a valid Security Clearance – Secret Level II prior to being asked to submit a tender proposal for any ISC. See:
<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>

SR2.5 Proposal Preparation Instructions

Canada requests that Proponents provide their proposal in a soft copy format. Proposal submissions must be made in accordance with the "A7 - Proposal Delivery" section indicated in the cover page, Page 1 of this RFSAP document.

There is no limit to the size of the attachments; however Proponents should make sure they keep their email size below 10 megabytes (MB). More than one email can be sent if necessary (if the same 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 take no responsibility if a proposal is not received on time because the email was refused by our server or quarantined for the following reasons:

- a) The size of any email, including attachments exceeds 10 MB;
- b) The email was rejected or quarantined because it contains executable code (including macros);
- c) The email was rejected or quarantined because it contains 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™, Dropbox™, 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.

Bidders can contact the contracting authority to confirm reception of their proposal. The email's subject line **MUST** specify the solicitation number "AWT-AESVCS-STRUCT-15129".

The Technical Response and Financial Response must be in two separate files and named "Technical Proposal" and "Financial Proposal", or similar.

SECTION “III” – TECHNICAL PROPOSAL

SR3 TECHNICAL PROPOSAL

Technical Proposals **must not** exceed thirty (30) single-sided pages of 8 ½” x 11” or A4 paper, minimum typeface 10 pts. Material exceeding thirty (30) single-sided pages will **not** be considered.

For the sake of clarity and comparative evaluation, Proponents must respond using the same subject headings and numbering structure in this document. To facilitate evaluation, Proponents must number the pages (bottom right-hand corner) of their Proposals. The Proponents’ proposals must include page numbers from one (P1) to thirty (P30) on the pages to be considered for evaluation. Any supporting documentation provided in support of the criteria listed below (including resumes etc.) must form part of the thirty (30) pages. Any supporting documentation not listed in the Technical Proposal that enhances the quality of the Proponents Proposal for a future Individual Supply Contract may be included as an appendix to the Proponents Proposal in response to this RFSAP.

MANDATORY REQUIREMENTS

SR3.1 Corporate Experience

Proponents must demonstrate they have a minimum of five (5) years of Recent Experience in Architecture and Engineering (A&E) consulting accomplishments based on a minimum of five (5) **Major Category ‘A’ Projects**. Studies that pertain to **Major Category ‘A’ Projects** as defined above are acceptable, however, only the study must be completed not necessarily the Major Project. Proponents must submit the name of the Project, the location of the Project, the start and completion dates (year, month) of the Project, the duration of their corporate role in the Project (year, month/start, end), the dollar amount of the Project (in CAD), and a brief description of the corporate role in the Project;

SR3.2 Principal Experience

Proponents must demonstrate that the proposed Principal(s) (assigned to any resulting Individual Supply Contract) has(ve) a minimum of ten (10) years of experience, within the past 15 years prior to the date in Section A5 of this RFSAP, in A&E consulting accomplishments based on a minimum of ten (10) **Major Category ‘B’ Projects**. The Principal(s) **MUST** has(ve) been the Principal(s) on the ten (10) Major Projects presented. Studies that pertain to **Major Category ‘B’ Projects** are acceptable, however, only the study must be completed not necessarily the Major Project. The Principal **MUST** be an Engineer licenced to practice in Canada; Proponents **MUST** submit the name of the Projects, the location of the Projects, the start and completion dates of the Projects, the dollar amount of the Projects (in CAD), the duration of the Principal’s role in the Project (year, month/start, end), and a brief description of the Principal’s role in the Projects;

Should the proposed Senior Structural Engineer also be the proposed Principal, the requirements for the Senior Engineer can be considered a subset of the requirements for the Principal.

SR3.3 Proponents must demonstrate that the proposed Licenced Professional Engineers and/or Architects (assigned to any potential resulting Individual Supply Contract), have a minimum of three (3) years’ of recent experience in A&E consulting accomplishments based on a minimum of three (3) **Major Category ‘C’ Projects each**. Studies that pertain to **Major Projects** are acceptable, however, only the study must be completed not necessarily the Major Project. Proponents must submit the name of their Projects, the location of the Projects, the start and completion dates of the Projects, the dollar amount of the Projects (in CAD), the duration of their role in the Project (year, month/start, end), and a brief description of their role in the Projects;

SR3.4 Proponents must demonstrate that the Proponent’s team includes professional engineers (Senior Structural Engineer AND Intermediate Structural Engineer) who are professionally licensed to work

in Canada with expertise in Scope definition, Costing, Scheduling, and Quality Control. Proponents must provide proof of the licences should such be requested by the Departmental Representative.

SR3.5 Proponents must propose either a Senior or an Intermediate Structural Engineer, or both, who is bilingual (English/French).

SR3.6 Proponents must propose all personnel types listed below in SR4.2.

Note: Simply reprinting excerpts from the Description of Services does **NOT** demonstrate an appropriate level of experience, roles and responsibilities as required in SR4.1 through SR4.4. So doing will result in a zero (0) score for that section.

Note: Simply stating that personnel have work experience identical to the requirements in the Description of Services does **NOT** demonstrate an equivalent level of experience as required in SR4.1 through SR4.4. So doing will result in a zero (0) score for that section.

SR4 POINT RATED CRITERIA (80 Points)

Proponents are required to obtain, at minimum, a rating of “adequate” on the criteria set out in SR4.1 and SR4.2. Note that “adequate” ratings are defined below for each evaluation criterion. Proposals not meeting this requirement will not be given any further consideration.

SR4.1 Corporate Experience (30 points)**Intent:**

The intent is to evaluate the Proponent’s recent experience in delivering the services identified in the Description of Services based on major projects requiring similar A&E Services requirements. Adequate experience consists of **five (5)** recent projects of similar scopes or an equivalent combination of larger and smaller projects.

To receive a score above adequate, Proponents should demonstrate project experience more closely related to the required Description of Services (e.g. International projects/experience, innovative seismic retrofit designs, seismic upgrades to heritage structures, innovative physical security designs including heritage, cost and scope of project). Also, Proponents should demonstrate that the geotechnical and geophysical engineering experience presented is related to building and structural projects presented in the Proponent’s proposal, regardless of whether it was subcontracted out or geotechnical work was performed by someone while in the employ of the Proponent.

Information to be submitted:

The information to be provided here can consist of existing material (brochures, 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 (in \$ CAD) and schedule;
- c. dates of participation in the project;
- d. corporate role in the project;
- e. For all A&E personnel types other than the Structural Engineering and core support team, the proponent must indicate whether these services will be provided by in-house staff. If the services will be provided by sub consultants, the proponent must provide what the corporate relationship with the proposed sub consultants service providers is (i.e. exclusivity agreement, memorandum of understanding, partnership, ...), if applicable;

Rating:

Significantly exceeds the requirement 28-30	Exceeds the requirement 15-27	Adequate 1-14	Does not meet the requirement 0
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SR4.2 Experience of Personnel (50 points)**Intent:**

To evaluate the recent experience of each proposed team member on projects of similar scope to the Description of Services.

Proponents MUST propose all Personnel Types listed in the table below.

To achieve a minimum SCORE OF ADEQUATE (one (1) point):

- A. The Personnel Types in Grid 1 **must be in-house staff**.

To achieve a SCORE ABOVE ADEQUATE:

B. The remaining up to twenty-nine (29) points will be awarded as follows:

1. Additional points for each project completed by the Personnel Types listed in Grid 1, in addition to those already required to meet SR4.2.A (up to a maximum of eleven (11) points);
2. Additional points for each personnel type listed in Grid 2 that meets the Years of Experience and # of Recent Projects of Similar Scope required for that resource, as specified in Grid 2 (up to a maximum of nineteen (19) points);

Proponents may gain the additional 4 points by meeting any combination of the criteria in SR3.2.B.

Grid 1			
Personnel Type	Years of Experience	# of Recent Projects of Similar Scope	Points
Senior Structural Engineer – Licensed Professional Engineer	15	5	6
Intermediate Structural Engineer – Licensed Professional Engineer	10	3	5

Grid 2			
Personnel Type	Years of Experience	# of Recent Projects of Similar Scope	Points
Architect – Licensed Professional Architect	7	3	1
Mechanical Engineer – Licensed Professional Engineer	7	3	1
Electrical Engineer – Licensed Professional Engineer	7	3	1
CAD Operator/Draftsperson	2	2	1
Site Engineer/Technician	3	3	2
Junior Structural Engineer	5	3	2
Civil Engineer – Licensed Professional Engineer	10	5	4
Geotechnical Engineer – Licensed Professional Engineer	10	5	3
Seismologist	10	5	3
Structural Technical Support	1	2	1

To obtain additional points (up to a maximum of twenty (20) additional points), Proponents must demonstrate project experience more closely related to the required work in the Description of Services (e.g. International projects/experience, innovative seismic retrofit designs, seismic upgrades to heritage structures, blast and security related, cost and scope of project).

Information to be submitted:

The information to be provided here can consist of existing material (résumés, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information for each proposed team member **MUST** include:

- a. area(s) of expertise of individuals being proposed who would be involved with the project and the role for which they will be responsible;
- b. individuals' years of experience;
- c. individuals' years with the Proponent entity;
- d. responsibilities held, by the individuals being proposed, for projects they have completed;
- e. identify certification and licensing of personnel, as may be appropriate;
- f. location of project;
- g. dates of participation in the project; and
- h. Dollar value in CAD.

Rating:

Significantly exceeds the requirement	Exceeds the requirement	Adequate	Does not meet the requirement
45-50	23-44	1-22	0

Note: Simply reprinting excerpts from the Description of Services does **NOT** demonstrate an appropriate level of roles and responsibilities as required in SR4.1 and SR4.2.

Note: Simply stating that personnel have work experience identical to the requirements in the Description of Services does **NOT** demonstrate an equivalent level of experience as required in SR4.1 and SR4.2.

SECTION "IV" – PRICE PROPOSAL

SR5 PRICE PROPOSAL (20 points)

All the information required in section SR4 must appear on Section "IV" - Price Proposal ONLY and submitted in a file marked "Price Proposal". Failure to comply will result in the overall Proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the evaluation of the Technical Proposal is completed and only for proponents successfully meeting the Mandatory Requirements with an adequate Technical Score.

SR5.1 Ceiling Per Diem Rates and Surcharge Percentage

- 5.1.1 Proponents shall quote all-inclusive *per diem* Rates for each Personnel Type on the form attached as Section "IV" – Price Proposal. The *per diems* must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFSAP, all administration and overhead costs;
- 5.1.2 Proponents shall quote a maximum Surcharge Percentage not to exceed 15% to cover all handling costs associated with the administration of subcontracted works, including the coordination and specification of the technical work of sub-consultants.
- 5.1.3 All payments shall be made according to the terms of payment set out in the Supply Arrangement and the Draft Contract;
- 5.1.4 Exchange rate fluctuation protection is not offered; and
- 5.1.5 Price Proposals not meeting above requirements will not be given any further consideration.

SR5.2 Taxes & Duties

- a. Her Majesty will pay any resulting Value Added Tax (VAT), provided:
 - i. The VAT amount is applicable to the Work provided by the Proponent to Her Majesty under the Individual Supply Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Consultant to any third party (including subcontractors);
 - ii. Her Majesty is unable to procure an exemption from VAT in respect of the Work;
 - iii. 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;
 - iv. the VAT is shown separately on all of the Proponent's invoices and progress claims; and
 - v. the Proponent agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Proponent pursuant to applicable tax laws.

SR5.3 Rating

The Proponent's Price score will be determined by the sum of the *Total Weighted Average Per Diems* for all Personnel Types for the purposes provided in Section IV – Price Proposal and the Proponent's proposed *Percentage Surcharge score*.

The Per Diem Score will be determined by first taking an average of all Proponents' *Total Weighted Average Per Diems*. Any Proponent's *Total Weighted Average Per Diem* less than 50% of the average of the *Total Weighted Average Per Diems* will score zero (0). Of the remaining Price Proposals, any *Total Weighted Average Per Diems* greater than 150% of the lowest *Total Weighted Average Per Diem* will score zero (0) as well. The lowest remaining *Total Weighted Average Per Diems* will score SEVENTEEN (17) points. Other remaining *Total Weighted Average Per Diem* prices will be scored in arithmetic proportion as per the following formula:

$$\text{Per Diem Score} = 17 - \frac{(\text{Per Diem} - \text{Lowest Per Diem}) \times 17}{\text{Highest Per Diem} - \text{Lowest Per Diem}}$$

The Surcharge score will be determined from the *Percentage Surcharge*. The lowest *Percentage Surcharge* will score three (3) points. The highest *Percentage Surcharge* percentage will score zero (0) points. Other *Percentage Surcharges* will be scored in arithmetic proportion as per the following formula:

$$\text{Surcharge Score} = 3 - \frac{(\text{Surcharge} - \text{Lowest Surcharge}) \times 3}{\text{Highest Surcharge} - \text{Lowest Surcharge}}$$

The Proponent's Price Proposal Score will be the sum of the Per Diem Score and the Surcharge Score as shown in the following example:

Proponent	Total Weighted Per Diem	Per Diem Score	% Surcharge	Surcharge Score	Final Price Score
ABC Corp	\$ 986.00	11.7	13	0.6	12.3
XZY Inc.	\$ 1,205.00	6.7	11	1.2	7.9
Amalgam Ltd	\$ 1,297.00	4.6	10	1.5	6.1
PosiStruct	\$ 1,500.00	0.0	15	0.0	0.0
Allied Tech	\$ 1,056.00	10.1	10	1.5	11.6
Seismo Engineering	\$ 751.00	17.0	9	1.8	18.8
No Go Not LLC	\$ 450.00	0.0	5	3.0	3.0
Average Per Diem	\$ 1,035.00				
50% Average Per Diem	\$ 517.50				

SECTION "IV" - PRICE PROPOSAL

Name of Organization: _____

Address: _____

Contact Person: _____

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

Email: _____@_____

Definition of a Day:

A day is defined as seven-and-a-half (7.5) hours exclusive of meal breaks.

Price Proposal (Ceiling Per Diem Rates, GST/HST Excluded) Ceiling *Per Diem* Rates must be quoted in CAD. VAT is not to be included in the pricing below.

Personnel Type	Initial 2-Year SA Term	Option Year 1	Option Year 2	Option Year 3	Total (2a+b+c+d)	Average (e/5)	Weighting for Evaluation	Weighted Average (f x e)
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Senior Structural Engineer – Licensed Professional Engineer							.14	
Intermediate Structural Engineer – Licensed Professional Engineer							.20	
Junior Structural Engineer							.06	
Structural Technical Support							.06	
Civil Engineer – (<i>blended rate</i>)							.10	
Geotechnical Engineer – (<i>blended rate</i>)							.10	
CAD Operator/Draftsperson							.06	
Site Engineer/Technician							.06	
Seismologist							.10	
Architect - (<i>blended rate</i>)							.04	
Mechanical Engineer - (<i>blended rate</i>)							.04	
Electrical Engineer - (<i>blended rate</i>)							.04	
TOTAL								

Proposed Surcharge Percentage

_____ %
(state amount in words)

Signature

Date

Print Name and Capacity

SECTION "V" –PROPOSAL SUBMISSION GENERAL INSTRUCTIONS

G11 RESPONSIVENESS

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

G12 ENQUIRIES – PROPOSAL SUBMISSION STAGE

All enquiries or issues concerning this RFSAP must be submitted in writing to the Departmental Representative as early as possible within the submission 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.

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

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

G13 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

Should any Proponent consider that the Specifications or Description of Services contained in this RFSAP 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. Should Her Majesty accept a suggestion, the changes will be integrated by way of addendum.

G14 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 Individual Supply Contract will be the sole responsibility of the Proponent and will not be reimbursed by Her Majesty.

G15 PROPOSAL DELIVERY

Proposals and/or Amendments thereto, will only be accepted 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: Late Proposals will remain unopened and returned.

G16 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.

G17 RIGHTS OF HER MAJESTY

Her Majesty reserves the right:

- a. during the evaluation to submit questions or to conduct interviews with Proponents, at Proponent's 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 RFSAP;

- b. to reject all Proposals received in response to this RFSAP if it/they fail to meet the objectives of the requirement within the boundaries determined by Her Majesty's different stakeholders;
- c. to accept any Proposal in whole or in part without prior negotiation;
- d. to cancel and/or re-issue this RFSAP at any time;
- e. to issue one or more Supply Arrangements, if applicable;
- f. to retain all Proposals submitted in response to this RFSAP;
- g. not to accept any deviations from the stated terms and conditions;
- h. to incorporate all, or any portion of the Description of Services, Request for Supply Arrangement Proposal and the successful Proposal in any resulting Individual Supply Contract; and
- i. not to issue any Supply Arrangements at all.

G18 INCAPACITY TO CONTRACT WITH GOVERNMENT

Her Majesty 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 Her Majesty intends to reject a Proposal pursuant to a provision of G18, 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.

G19 INCURRING OF COST

No costs incurred before receipt of a signed Individual Supply Contract or specified written authorization from the Departmental Representative can be charged to any resulting Individual Supply Contract. In addition, the "Contractor" is not to perform Work in excess of or outside the scope of any resulting Individual Supply 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.**

G110 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.

G111 PROPERTY OF HER MAJESTY

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

G112 RIGHTS OF UNSUCCESSFUL PROPONENTS

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 Her Majesty. In consequence, they will not be returned to the unsuccessful Proponents of this RFSAP competition. The keeping of such information by Canada's Department of Foreign Affairs, Trade and Development 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 RFSAP process, all the documents submitted by competing Proponents are available and not tampered with. Nevertheless, copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada's Department of Foreign Affairs, Trade and Development assures Proponents that it will at no time use those materials for any commercial purposes without the written consent of the copyright holders.

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 documents, 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 Her Majesty 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 Her Majesty:

- i. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- ii. evidence, satisfactory to Her Majesty, 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. Her Majesty 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. Her Majesty 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 Proposed on.

GI14.2 Where Her Majesty intends to reject a Proposal pursuant to a provision of paragraph 1 of 14.1, other than 14.1(b), the Supply Arrangement 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 SUPPLY ARRANGEMENT PARTICULARS

GI15.1 The Proponent acknowledges that a Supply Arrangement 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 Supply Arrangement Authority may request such Services, in accordance with the following provisions.

GI15.3 It is understood and agreed that:

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