



**A1. DEPARTMENTAL REPRESENTATIVE**

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

for

ARCHITECTURAL AND ENGINEERING  
CODE COMPLIANCE SERVICES

Performance of the Work described in  
Appendix “A” – Description of Services

<b>A2. TITLE</b> A&E CODE COMPLIANCE SERVICES		
<b>A3. SOLICITATION NUMBER</b> AWB-INTL-SA- AACR17042/B	<b>A4. PROJECT NUMBER</b> N/A	<b>A5. DATE</b> November 07th, 2018
<b>A6. RFSA DOCUMENTS</b> <ol style="list-style-type: none"> <li>1. Request for Supply Arrangement (RFSA) title page</li> <li>2. Submission Requirements (Section “I”)</li> <li>3. Technical Proposal (Section “II”)</li> <li>4. Price Proposal (Section “III”)</li> <li>5. Proposal Submission General Instructions (Section “IV”)</li> <li>6. The attached Supply Arrangement and Call-Up Authority</li> <li>7. Draft Supply Arrangement Terms and Conditions</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 a Proposal to be valid, it must be received no later than 1400 h on November 21st, 2018 (Ottawa, Ontario time).</p> <p>Proponents must submit their electronic Proposals in no more than two (2) emails. The first <b>must</b> be labelled "<b>Technical Proposal</b>", the second <b>must</b> be labelled "<b>Price Proposal</b>". Note .rar files will not be accepted.</p> <p><b>Email file size must not exceed 3MB</b> <b>Subject Line:</b> Solicitation# AWB-INTL-SA-AACR17042/B</p> <p>Electronic Proposals must be sent <b>only</b> to the following email address: Email: <a href="mailto:realproperty-contracts@international.gc.ca">realproperty-contracts@international.gc.ca</a> <b>Please note:</b> 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: <a href="mailto:Olivier.Charbonneau@international.gc.ca">Olivier.Charbonneau@international.gc.ca</a> <b><u>Please note: NO Proposals are to be sent directly to the individual above.</u></b></p>		
<b>A8. PROPOSAL CONTENT</b> <p>All the information required in Section SR4 must appear on Section “III” - 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>		
<b>A9. ENQUIRIES</b> <p>All enquiries or issues concerning this RFSA must be submitted in writing to the Departmental Representative no later than seven (7) calendar days prior to the Closing Date and time shown in A7 in order to allow sufficient time to provide a response.</p>		
<b>A10. LANGUAGE</b> <p>Proposals shall be submitted in English or French.</p>		
<b>A11. ALL DOCUMENTS</b> <p>The draft Supply Arrangement which the selected Proponents will be expected to execute is included with this RFSA. 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" – SUBMISSION REQUIREMENTS

## SR1 INTRODUCTION

## SR1.1 Request For Supply Arrangement Proposals

- a. Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs, Trade and Development (DFATD) (the "Minister"), is inviting Proponents, by issuance of this Request for Supply Arrangement (RFSAs), 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 three (3) years with the provision to extend the Supply Arrangement period for two (2) additional one-year periods. It is anticipated that Her Majesty will issue a Supply Arrangement for up to two (2) firms.
- b. Past business volume has been estimated at \$ 300,000.00 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. Proponents may submit only one (1) Proposal to this RFSAs. If multiple Proposals are submitted, only the most recently submitted Proposal will be considered and all others will be ignored.

## SR1.2 Supply Arrangement (SA)

- a. 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 that 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.

## SR1.3 SA Evaluation Procedures and Basis of Selection

## a. Evaluation Procedures

- i. Proposals will be assessed in accordance with the entire requirement of the Request for Supply Arrangement Proposals including the technical and financial evaluation criteria.
- ii. An evaluation team composed of representatives of Canada will evaluate the arrangements.
- iii. To be declared responsive, the Proponent's Proposal must:
  - (a) Comply with all the requirements of the Request for Supply Arrangement Proposals; and
  - (b) Meet all mandatory technical evaluation criteria.

## b. Selection Criteria

- i. The evaluation criteria for this SA selection process places significant emphasis on the Proponent's ability to meet the technical requirement of the solicitation. The Technical and Financial Proposals will initially be scored separately. The Overall proposal Score will be determined by combining the Bidder's Technical Proposal Score and Financial Proposal Score, utilizing the weights specified below, to produce a Weighted Overall Proposal Score out of 100 percent (%).

Selection Criteria	Weight
Technical Proposal	70%
Financial Proposal	30%
Total	100%

## SR1.4 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 RFSA** to Suppliers, and the issuance, following evaluation of the Proposals received in response to the RFSA in accordance with the terms and conditions of the RFSA, 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 Individual Supply Contracts**, on an as-and-when-requested basis for the required Services in accordance with the Supply Arrangement and Her Majesty's procurement policies. These Individual Supply Contracts form a contractual agreement between Her Majesty and the Qualified Supplier(s) for the Services offered.
- d. 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.

## SECTION "II" – TECHNICAL PROPOSAL

## SR2 TECHNICAL PROPOSAL

Technical Proposals **must not** exceed twenty (20) single-sided pages of 8½" x 11" or A4 paper, minimum typeface 10 pts. All material shall be printed on 8½" x 11" or A4 paper. Material exceeding the twenty (20) page maximum will **NOT** be considered. For the sake of clarity and comparative evaluation, Proponents should respond using the same subject headings and numbering structure in this document. To facilitate evaluation, Proponents should number the pages (bottom right-hand corner) of their Proposals. Any supporting documentation provided in support of the criteria listed below (including resumes etc.) must form part of the twenty (20) pages.

## MANDATORY REQUIREMENTS

## SR2.1 Security Requirements

The Contractor personnel and/or other persons including sub-contractors and any other person involved in the work shall hold a valid personnel security screening at the level of SECRET or above at all times during the performance of the Contract. The requirement for a SECRET Security Clearance must be demonstrated by the successful proponent before contract award. The security screening level required is granted by the Canadian & International Industrial Security Directorate (CIISD) of the Department of Public Services and Procurement Canada (PSPC). **Proponents MUST provide proof of current and valid "Secret" cleared certificate prior to contract award.**

## SR2.2 Proponent Experience and Qualifications

The Proponent must demonstrate that the proposed personnel are Architects or Engineers licensed in any of the provinces/territories of Canada to practise Code Consultancy in their applicable jurisdiction. Proponents must provide proof of the licences should such be requested by the Departmental Representative. The Senior Partner, Senior Code Specialist and Intermediate Code Specialist must be licenced Architects or Engineers and must have experience dedicated to fire protection and building code services in accordance with the table below. Related experience for all proposed resources must be within the past ten (10) years. Reference checks may be sought to verify the information in the bidder's proposal.

Personnel Required	Minimum Years of Experience Required	Proposed Back-up Required (Y/N)
Architect or Engineer Senior Partner	Ten (10)	Y
Architect or Engineer Senior Code Specialist	Ten (10)	Y
Architect or Engineer Intermediate Code Specialist	Five (5)	Y
Administration Support	n/a	N

**Note:** Simply reprinting excerpts from the Description of Services will **NOT** demonstrate an appropriate level of roles and responsibilities as required in SR2.1.

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 SR2.1.

**SR3 POINT RATED CRITERIA (70 Points)**

Proponents are required to obtain, at minimum, a rating of "adequate" on the criteria set out in SR3.1 through SR3.3. Note that "adequate" ratings are defined below for each evaluation criterion. Proposals not meeting this requirement will not be given any further consideration.

**SR3.1 Fire Protection Objective Based Design Report (40 points)****Intent:**

Evaluate the proponent's understanding of delivering Code Compliance Reports as per the National Building Code of Canada (NBCC), Division A. **Adequate** response consists of a detailed description of the report's essential key contents; demonstrate clear understanding of main issues, stakeholders and Authorities Having Jurisdiction (AHJ). For a proposal to receive higher marks, it must elaborate and describe the key components of the code report.

**Information to be submitted:**

- a. Clearly state how the team will be organized in its approach and methodology in the delivery of the required services and more specifically the Code Compliance Reports.
- b. A short description of the roles of key stake-holders: Proponent Team, sub-consultants and other specialists and describe how this team will work together to execute the various services of the project; and
- c. Conflict resolution with regards to acceptance of AHJ.

**Rating:**

Significantly exceeds the requirement 35-40	Exceeds the requirement 22-34	Adequate 1-21	Does not meet the requirement 0
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**SR3.2 Corporate Experience (10 points)****Intent:**

Evaluate the Proponent's recent corporate experience on projects of similar size and scope (i.e. Embassy, Official Residence, private or public Class "A" buildings, and Government facilities, with complex operations (with stringent security requirements)) that have experienced conflicts with NBCC and have been resolved by alternative solutions, acceptable to AHJ.

**Adequate** experience consists of **five (5)** recent (within the past ten years) projects of the same size and scope or an equivalent combination of larger and smaller projects.

**Information to be submitted:**

The response 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 and schedule;
- c. dates of participation in the project; and
- d. Corporate role in the project.
- e. brief description of the challenges faced with regards to non-compliance items and solutions adopted.

**Rating:**

Significantly exceeds the requirement 10	Exceeds the requirement 7-9	Adequate 1-6	Does not meet the requirement 0
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**SR3.3 Experience of Personnel and Back-up Personnel (20 points)****Intent:**

Evaluate the recent experience of each proposed specialist personnel and proposed back-up specialist personnel (Partner and Code Specialists), on projects of similar size and scope. Given the potential of travel abroad for proposed personnel on various DFATD projects, the proponents must ensure that alternative personnel of equivalent experience are available to DFATD for all potential call-ups.

**Adequate** experience consists of **five (5) recent projects** (within the past ten years) of same size and scope (with Embassy, Official Residence, private or public Class "A" buildings, and Government facilities, with complex operations (with stringent security requirements)) or an equivalent combination of larger and smaller projects.

**Information to be submitted:**

The response to be provided here can consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on the proposed individuals 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;
  - i. locations of projects;
  - ii. dates of participation in projects;
  - iii. dollar value in CAD; and
- e. certification and licensing of personnel, as appropriate.

**Rating:**

Significantly exceeds the requirement 19-20	Exceeds the requirement 12-18	Adequate 1-11	Does not meet the requirement 0
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**Note:** Simply reprinting excerpts from the Description of Services will **NOT** demonstrate an appropriate level of roles and responsibilities as required in SR3.1 to SR3.3.

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 SR3.1 to SR3.3.

## SECTION "III" – PRICE PROPOSAL

## SR4 PRICE PROPOSAL (30 points)

All the information required in Section SR4 must appear on Section III - Price Proposal ONLY and sealed in a separate envelope marked "Price Proposal". Failure to comply will result in the Proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the Technical Proposal evaluation is completed. If it becomes clear that the Price Score would not alter the standing of any Proposal, that Price Proposal envelope will NOT be opened.

## SR4.1 Firm Fixed Per Diem Rate

- a. Proponents shall quote all-inclusive Firm Fixed Per Diem Rates for each Personnel Type on the form attached as Section III – 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 RFSA, all administration and overhead costs;
- b. Proponents shall estimate the value of taxes (including VAT as per SR4.2) expected to be payable by Her Majesty as a result of entering into a Contract with the Proponent;
- c. All payments shall be made according to the terms of payment set out in the Supply Arrangement and the Draft Contract;
- d. Exchange rate fluctuation protection is not offered; and
- e. Price Proposals not meeting above requirements will not be given any further consideration.

## SR4.2 Taxes &amp; 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.

## SR4.3 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 III – Price.

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 Diems* less than 50% of the average of the *Total Weighted Average Per Diems* will score zero (0). Of the remaining Price Proposals, the lowest *Total Weighted Average Per Diems* will score thirty (30) points. *Total Weighted Average Per Diems* greater than 150% of the lowest remaining *Total Weighted Average Per Diems* will score zero (0) points. Other prices will be scored in arithmetic proportion as per the following formula:

$$\text{Per Diem Score} = 30 - [(\text{Per Diem} - \text{lowest Per Diem}) \times 30 / (\text{highest Per Diem} - \text{lowest Per Diem})]$$

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

Proponent	Total Weighted Per Diem	Per Diem Score
ABC Corp	\$ 986.00	20.6
XZY Inc.	\$ 1205.00	11.8
Amalgam Ltd	\$ 1297.00	08.2
PosiStruct	\$ 1500.00	00.0
Allied Tech	\$ 1056.00	17.8
Seismo Engineering	\$ 751.00	30.0
No Go Not LLC	\$ 450.00	00.0
<b>Average Per Diem</b>	<b>\$ 1,035.00</b>	
<b>50% Average Per Diem</b>	<b>\$ 517.50</b>	

#### SR4.4 Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the proposed Per Diem Rate, in one or more of the following forms, 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.

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



SECTION "III" - PRICE PROPOSAL

Name of Organization: \_\_\_\_\_

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

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

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

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

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

Category	Type of Personnel	Price Proposal (Fixed Per Diem, GST/HST Excluded)						
		First three (3) years						
		SA Year 1 (a)	SA Year 2 (b)	SA Year 3 (c)	Total (a+b+c) (d)	Average (d/3) (e)	Weighting for evaluation (f)	Total (e x f) (g)
I	Architect or Engineer Senior Partner						.15	
II	Architect or Engineer Senior Code Specialist						.50	
III	Architect or Engineer Intermediate Code Specialist						.30	
IV	Administrative Support						.05	
<b>TOTAL</b>								

Category	Type of Personnel	Price Proposal (Fixed Per Diem, GST/HST Excluded)						
		Option years two (2)						
		Option Year 1 (a)	Option Year 2 (b)		Total (a+b) (c)	Average (c/2) (d)	Weighting for evaluation (e)	Total (d x e) (f)
I	Architect or Engineer Senior Partner						.15	
II	Architect or Engineer Senior Code Specialist						.50	
III	Architect or Engineer Intermediate Code Specialist						.30	
IV	Administrative Support						.05	
<b>TOTAL</b>								

Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked}}{7.5 \text{ hours}} \times \text{firm fixed per diem rate}$$

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name and Capacity*

## SECTION "IV" –PROPOSAL SUBMISSION GENERAL INSTRUCTIONS

**G11 RESPONSIVENESS**

For a Proposal to be considered eligible, it must comply with all the requirements of this RFSA 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 RFSA 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 RFSA, 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 RFSA 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 to or 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 RFSA;

- b. to reject all Proposals received in response to this RFSA 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 RFSA at any time;
- e. to issue one or more Supply Arrangements, if applicable;
- f. to retain all Proposals submitted in response to this RFSA;
- 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 RFSA 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 RFSA 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 RFSA 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.