



A1. DEPARTMENTAL REPRESENTATIVE

[Departmental Representative address]

Information to be provided at contract award.

E-mail:

realproperty-contracts@international.gc.ca

**Best Value (Point Rated)
Request for Proposals (RFP)**

for

Performance of the Work described in
Appendix “A” – Statement of Work of the
draft contract.

A2. TITLE Chancery - Building Condition Reports, Tokyo, Japan		
A3. SOLICITATION NUMBER 19-149996	A4. PROJECT NUMBER F-TOKYO-103	A5. DATE March 5, 2019
A6. RFP DOCUMENTS <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements and Evaluations (Section “I”) 3. Price Proposal (Section “II”) 4. General Instructions (Section “III”) 5. Statement of Work (Appendix “A”) 6. The attached draft Contract 7. Mandatory Requirements (Appendix “C”) 8. Security Requirements Checklist (Appendix “D”) 9. Phase 1 - Level 2 BCR detailed requirements (Appendix “B”) <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 the proposal to be valid, it must be received no later than 2:00PM local time (Ottawa, Ontario) on April 15, 2019 referred to herein as the “Closing Date”.</p> <p>Only electronic submissions will be accepted via the following electronic mail address: realproperty-contracts@international.gc.ca</p> <p>The technical proposal and the price proposal must be submitted in two (2) separate attachments and identified appropriately. There is no limit to the number of attachments; however, bidders must ensure that the size of the message is less than 10 megabytes (MB). It may be necessary to send more than one (1) e-mail so as to not exceed the size limit.</p> <p>If a file is sent more than once, the last file received will be evaluated and all other files received previously will not be opened. All information submitted should be sent as e-mail attachments. The use of cloud-based file sharing services or all other methods of file transfer is not permitted.</p> <p>Canada is not responsible for any proposals received after the “Closing Date” as a result of e-mail refused or quarantined by our servers. Failure to comply with any of the above instructions will be grounds for disqualification and the proposal will not be evaluated.</p> <p>Proponents must identify an individual who will be granted access to site plans and floor layout. This individual’s name and email address will be given to the Departmental Representative in accordance with A9. - Enquiries</p>		
A8. PRICE PROPOSAL <p>All the information required in section SR3 must appear on Section “II” - Price Proposal ONLY and submitted in a separate attachment entitled “Price Proposal”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.</p>		
A9. ENQUIRIES <p>All enquiries or issues concerning this RFP must be sent by electronic mail to the email address identified in A1. no later than five (5) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.</p>		
A10. LANGUAGE <p>Proposals shall be submitted in English or French.</p>		
A11. CONTRACT DOCUMENTS <p>The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses in accordance with A9. - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.</p>		
A12. PROPONENT CONFERENCE (IF ANY) <p>Nil.</p>		

SECTION "I" – SUBMISSION REQUIREMENTS AND EVALUATIONS**SR1 DEFINITIONS****1.1 Request For Proposals**

Her Majesty the Queen in right of Canada ("Her Majesty"), represented by the Minister of Foreign Affairs ("The Minister"), is inviting Proponents to submit proposals to provide **Building Condition Reports** pursuant to this Request For Proposals (RFP).

1.2 The Proponent

An entity, whether a firm or individual, that submits a proposal on behalf of a consultant team will be referred to as the "Proponent." A consultant team is defined as the team of consultants, specialists and other firms, including the Proponent, proposed to perform the services required. If the Proponent subcontracts parts of the Work to other individuals or firms, the Proponent is legally responsible for all of the Work. In the case of a joint venture, one of the parties must be designated as the Proponent who represents the other members of the joint venture in contractual and operational matters. Where the Proponent is a joint venture, all parties in the joint venture will be held jointly and severally liable for all obligations and undertakings entered into pursuant to any subsequent contract that may arise.

1.3 Proponent - Consultant

For readability, clarity and ease of reference of the narrative that follows, the term "Proponent" is used to identify all entities responding to this RFP. The Proponent responding to this RFP who is selected to carry out the Work is identified as the "Consultant".

1.4 Professional and Technical Services

The Minister seeks to ensure quality work environments in its Missions abroad. The successful Consultant, will provide all professional and technical services as described and required in the attached draft contract, the Statement of Work (Appendix "A"), all other control and administrative services, as described in this RFP, and generally associated with implementing the work in support of the project (the "Project").

1.5 Proponent's Team

Unless previously authorized in writing by The Minister, the composition of the Proponent's Team actually performing the Work must be identical to the one identified in their proposal. Proponents must use the professionals named in this proposal and in the same roles and responsibilities as presented in their proposal.

1.6 Proposal Forms Part of Chancery Building Condition Reports Contract

All Requirements, Provisions and Submissions of the RFP phase of this Project, including the Successful Proposal as it relates to the performance of the Work which is the subject of the Project, shall become a part of the Chancery Building Condition Reports Contract between the Consultant and Her Majesty.

SR2 INTRODUCTION

2.1 This section outlines the information Proponents are required to submit. To qualify, Proponents must meet the mandatory requirements set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Submissions meeting the Mandatory Requirements shall be evaluated according to the criteria and point rating set out in SR4 – Technical Proposal and SR5 – Price Proposal.

2.2 In the case of a tie for the highest total score, the Proponent submitting the lowest Fixed Price will be selected. In the case of a tie for the total score and a tie for the price proposal score, the Proponent with the highest score for the "Technical Proposal" will be selected.

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

2.4 The Phased Bid Compliance Process applies to this requirement.

SR3 MANDATORY REQUIREMENTS

3.1 The Proponent should fill in all the fields in the template 'Mandatory Requirements' in Appendix "C".

SR4 TECHNICAL PROPOSAL (70 POINTS)

Points for the Technical Proposal account for seventy percent (70%) of the total score and are allocated to the criteria listed in section SR4.1 to SR4.3 inclusively.

Technical Proposals **should not** exceed thirty (30) single-sided pages of 8½ "x 11" paper, minimum type face of 10 pts. All material shall be produced on 8.5" x 11" or A4 paper. Material exceeding the thirty (30) page maximum may **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.

4.1 Understanding of the Project: (30 points)**Intent:**

Evaluate the Proponent's understanding of the project requirements. Adequate response consists of an analysis that demonstrates a thorough understanding of the Work.

Information to be submitted:

- 4.1.1 a narrative which demonstrates a clear understanding of the requirements of the Statement of Work;
- 4.1.2 a project organization chart showing names and titles of all Proponent Team resources named for the Project;
- 4.1.3 a short description of the roles of key team members at each phase of the project;
- 4.1.4 a description of the project management software tools and instrumentations that the Proponent would utilize for the work;
- 4.1.5 a comprehensive description of the Proponent's intended work plan outlining how the Proponent would undertake the mandate to deliver the building condition report for the chancery and meet its timelines;
- 4.1.6 a comprehensive description of the Proponent's intended work plan outlining how the Proponent would undertake the mandate to deliver the optional services and meet their timelines; and
- 4.1.7 a detailed schedule for the on-site visits by field of expertise in order to quickly gain the required knowledge of the base building systems of chancery to better coordinate the required escorts.

Rating:

0 points	1-9 points	10-19 points	20-29 points	30 points
<p>Unsatisfactory.</p> <p>No details provided.</p> <p>No approach or methodology was proposed.</p>	<p>The explanation of how the bidder will meet this requirement is lacking in specific details and coherence.</p> <p>The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>Some major elements were not clearly addressed.</p> <p>The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.</p>	<p>Acceptable and adequate explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The bidder demonstrates the minimum acceptable capability to meet most elements.</p>	<p>Clear, easy-to-understand explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to adequately meet all elements of the requirement.</p>	<p>Well-detailed, in depth, and specific explanation of how requirement will be met.</p> <p>The approach and methodology are structure, coherent, and all necessary details are provided.</p> <p>No deficiencies exist.</p> <p>The bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to fully meet all elements of this requirement.</p>

4.2 Experience of Personnel: (30 points)

Intent:

Evaluate the recent experience of the proposed personnel on mandates of similar nature size and scope in which they held similar responsibilities and on which they have provided similar professional services.

Similar nature size and scope means Building Condition Report Mandate; value over \$100,000 Canadian dollars.

Proposed personnel should have a minimum of ten (10) years’ experience in the provision of building condition reports in the past fifteen (15) years to bid closing date.

Information to be submitted:

The response can consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.) **for each lead individual being proposed for each discipline (principal leader, Senior Engineers or Engineering Technologist (mechanical, electrical and structural), Senior Architect and Senior Quantity Surveyor).** To facilitate evaluation, information on the individual should include:

- 4.2.1 area(s) of expertise of individuals being proposed (by discipline) who would be involved with the project and the role for which they will be responsible;
- 4.2.2 individuals' years of experience;
- 4.2.3 individuals' years with the Proponent entity;
- 4.2.4 responsibilities held, by the individuals being proposed, for projects they have completed;
- 4.2.5 client reference (name of contact, title, email, telephone); and
- 4.2.6 services provided by the individual being proposed.

Rating:

0 points	1-9 points	10-19 points	20-29 points	30 points
Unsatisfactory. No details provided.	<p>The descriptions provided are lacking in specific details and coherence.</p> <p>Some major elements were not clearly addressed.</p> <p>The bidder may meet the minimum capability to meet minor experience requirements, but does not demonstrate the minimum capability to provide the level and complexity of anticipated expertise.</p>	<p>Acceptable and adequate explanation in the descriptions provided.</p> <p>Some minor elements were not addressed clearly.</p> <p>The bidder demonstrates the minimum acceptable capability to provide the level and complexity of anticipated expertise.</p>	<p>Clear, easy-to-understand descriptions were provided.</p> <p>The bidder demonstrates the capability to adequately provide the level and complexity of anticipated expertise.</p>	<p>Well-detailed, in depth, and specific descriptions were provided.</p> <p>No deficiencies exist.</p> <p>The bidder demonstrates the capability to fully provide the level and complexity of anticipated expertise.</p>

4.3 Proposed Added-Value of the Firm: (10 points)

Intent:

Evaluate the Firm’s added-value in supporting the Government of Canada in Phases 2 and 3 in developing the optional studies.

Information to be submitted:

- 4.3.1 A description of particular project experiences, previous challenges and initiatives undertaken by the proponent in developing Options Analysis and Level 3 studies that would provide added advantage to the Government of Canada; and
- 4.3.2 a description of particular business relationship experiences, previous challenges and initiatives undertaken by the proponent that would provide the Government of Canada with added awareness.

Rating:

0 points	1-2 points	3-5 points	6-9 points	10 points
Unsatisfactory. No details provided.	<p>The descriptions provided are lacking in specific details and coherence.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>Some major elements were not clearly addressed. The bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to provide the level and complexity of anticipated advice.</p>	<p>Acceptable and adequate explanation in the descriptions provided.</p> <p>There are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The bidder demonstrates the minimum acceptable capability to provide the level and complexity of anticipated advice</p>	<p>Clear, easy-to-understand descriptions were provided.</p> <p>Minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to adequately provide the level and complexity of anticipated advice.</p>	<p>Well-detailed, in depth, and specific descriptions were provided.</p> <p>No deficiencies exist.</p> <p>The bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The bidder demonstrates the capability to fully provide the level and complexity of anticipated advice.</p>

SR5 PRICE PROPOSAL (30 POINTS)

All the information required in section SR5 must appear on Section "II" - Price Proposal ONLY in a separate attachment entitled "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

5.1 PHASE 1 - Fixed Price

- 5.1.1** Proponents shall quote an all-inclusive Fixed Price on the form attached as Section "II" - Price Proposal. The Fixed Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent's proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 5.1.2** Proponents shall estimate the value of the taxes (including VAT as per SR3.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent;
- 5.1.3** All payments shall be made according to the terms of payment set out in the attached 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.

5.2. OPTIONAL PHASES 2 & 3 - Hourly Rates

- 5.2.1.** Proponents shall quote all-inclusive Hourly Rates on the form attached as Section "II" - Price Proposal. The Hourly Rate must include, but not necessarily be limited to, all costs resulting from the

performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent's proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;

- 5.2.2 Proponents shall estimate the value of the taxes (including VAT as per SR3.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent;
- 5.2.3 All payments shall be made according to the terms of payment set out in the attached Contract;
- 5.2.4 Exchange rate fluctuation protection is not offered; and
- 5.2.5 Price Proposals not meeting above requirements will not be given any further consideration.

5.3 Taxes & Duties

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

5.4 Price Breakdown

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

5.5. Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 5.5.1 To be declared responsive, a bid must: a) comply with all the requirements of the bid solicitation; and b) meet all mandatory criteria.
- 5.5.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- 5.5.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
- 5.5.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
- 5.5.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

- 5.5.6** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 70 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		65/70	54/70	59/70
Bid Evaluated Price		\$48,000	\$59,000	\$45,000
Calculations	Technical Merit Score	$65/70 \times 70 = 65$	$54/70 \times 70 = 54$	$59/70 \times 70 = 59$
	Pricing Score	$45/48 \times 30 = 28.13$	$45/59 \times 30 = 22.88$	$45/45 \times 30 = 40$
Combined Rating		93.13	76.88	99
Overall Rating		2nd	3rd	1st

SR6 PHASED BID COMPLIANCE PROCESS (PBCP)

6.1 General

- (a) Her Majesty is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Her Majesty at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Her Majesty does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Her Majesty.

The Bidder acknowledges that the reviews in Phase I and II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Her Majesty may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- (c) Her Majesty may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Her Majesty's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Her Majesty to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Her Majesty's rights to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Her Majesty will send any Notice or CAR by any method Her Majesty chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be

received by Her Majesty at the date and time they are delivered to Her Majesty by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Her Majesty on the date and time it is received in Her Majesty’s email inbox at Her Majesty’s email address specified in the Notice or CAR. A Notice or CAR sent by Her Majesty to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Her Majesty. Her Majesty is not responsible for late receipt by Her Majesty of a response, however caused.

6.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Her Majesty will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Her Majesty’s review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Her Majesty’s review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development Canada.
- (c) If Her Majesty determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Her Majesty will send a written notice to the Bidder (“Notice”) identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the “Remedy Period”) to remedy the matters identified in the Notice by providing to Her Majesty, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Her Majesty, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder’s Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Her Majesty will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Her Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Her Majesty, will receive a Phase II review.

6.3 Phase II: Technical Bid

- (a) Her Majesty’s review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Her Majesty will send a written notice to the Bidder (Compliance Assessment Report or “CAR”) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the “Remedy Period”) to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Her Majesty in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Her Majesty, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder’s response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Her Majesty, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder’s response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Her Majesty to revise the Bidder’s Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder’s own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Her Majesty in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder’s original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Her Majesty will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the

Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Her Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.

- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Her Majesty, will receive a Phase III evaluation.

6.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Her Majesty will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

6.5. Technical Evaluation**6.5.1 Mandatory Technical Criteria**

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

SECTION “II” – PRICE PROPOSAL

Name of Firm: _____

Address: _____

Contact Person: _____

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

Email: _____

A) Phase 1 – FIXED LUMP SUMP PRICE to provide the services required in the Statement Of Work:

Her Majesty will pay the Consultant an amount not to exceed \$_____ CAD, which will be paid in the following manner:

#	Activity – Level 2 BCR Report	Basis of Payment	Total
1	First draft	25%	\$_____ CAD
2	Pre-final draft	50%	\$_____ CAD
3	Final draft and data download into DFTAD VFA system	25%	\$_____ CAD
TOTAL			\$_____ CAD

B) Phases 2 and 3 – FIXED HOURLY RATES (for on demand services)

The enclosed table is provided with the sole purpose of assessing and comparing the full price proposal. **The numbers of hours in the table are for evaluation purposes only.** This table does NOT constitute conditions OR replace any stipulated conditions for the contract. Services under Phases 2 and 3 will be rendered on an “as and when required” basis and as directed in writing by the Departmental representative.

The fixed hourly rates quoted in the table below will be used as the fixed hourly rate for the Phase 2 & 3 optional contract.

Phase 2 – For evaluation of two (2) fit-up options within existing chancery				
#	Expertise	Fixed Hourly Rate	# Hours	Total
1	Senior Lead	\$_____ CAD	40	\$_____ CAD
2	Senior Mechanical Engineer	\$_____ CAD	40	\$_____ CAD
3	Junior Mechanical Engineer	\$_____ CAD	60	\$_____ CAD
4	Senior Electrical Engineer	\$_____ CAD	40	\$_____ CAD
5	Junior Electrical Engineer	\$_____ CAD	60	\$_____ CAD
6	Senior Structural Engineer	\$_____ CAD	40	\$_____ CAD
7	Junior Structural Engineer	\$_____ CAD	60	\$_____ CAD

Section “II”

Price Proposal

8	Senior Architect	\$_____ CAD	40	\$_____ CAD
9	Junior Architect	\$_____ CAD	80	\$_____ CAD
10	Senior Quantity Surveyor	\$_____ CAD	80	\$_____ CAD
11	Junior Administrative Coordinator	\$_____ CAD	120	\$_____ CAD
TOTAL				\$_____ CAD

Phase 3 – For one (1) level 3 major system study				
#	Expertise	Fixed Hourly Rate	# Hours	Total
1	Senior Lead	\$_____ CAD	40	\$_____ CAD
2	Senior Mechanical Engineer	\$_____ CAD	40	\$_____ CAD
3	Junior Mechanical Engineer	\$_____ CAD	80	\$_____ CAD
4	Senior Electrical Engineer	\$_____ CAD	40	\$_____ CAD
5	Junior Electrical Engineer	\$_____ CAD	80	\$_____ CAD
6	Senior Structural Engineer	\$_____ CAD	20	\$_____ CAD
7	Junior Structural Engineer	\$_____ CAD	40	\$_____ CAD
8	Senior Architect	\$_____ CAD	20	\$_____ CAD
9	Junior Architect	\$_____ CAD	40	\$_____ CAD
10	Senior Quantity Surveyor	\$_____ CAD	40	\$_____ CAD
11	Junior Administrative Coordinator	\$_____ CAD	120	\$_____ CAD
TOTAL				\$_____ CAD

The total price for evaluation purposes will be the total price in the table for Phase 1 (fixed lump sum) + the total price in the table for Phase 2 (fixed hourly rate) + the total price in the table for Phase 3 (fixed hourly rate).

All amounts are in the currency specified in the Contract

Signature

Date

Print Name and Capacity

SECTION "III" - GENERAL INSTRUCTIONS

- GI1 RESPONSIVENESS**
- 1.1 For a proposal to be considered valid, it must comply with all of the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".
- GI2 ENQUIRIES - SOLICITATION STAGE**
- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A9 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Proponents, the Departmental Representative will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Departmental Representative named herein. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.
- GI3 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD**
- 3.1 Should any Proponent consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Proponent is invited to make suggestions, in writing, to the Departmental Representative named herein. The Proponent must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Proponent will be given consideration provided they are received by the Departmental Representative within the timeframe described in article 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**
- 4.1 The costs, including travel incurred by the Proponent in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Proponent and will not be reimbursed by Her Majesty.
- GI5 PROPOSAL DELIVERY**
- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A6, on or before the Closing Date and Time specified in A6.
- 5.2 Responsibility for proposal delivery: The Proponent has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to a location other than the one stipulated in A6.
- 5.3 Late Proposals: The Minister will return unopened proposals received after the Closing Date and Time specified in A6.
- GI6 VALIDITY OF PROPOSAL**
- 6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) days after the Closing Date.
- GI7 RIGHTS OF CANADA**
- 7.1 Her Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Proponents, at Proponents cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent with respect to this RFP;
- 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
- 7.1.3 to accept any proposal in whole or in part without prior negotiation;
- 7.1.4 to cancel and/or re-issue this RFP at any time;
- 7.1.5 to award one or more contracts, if applicable;
- 7.1.6 to retain all proposals submitted in response to this RFP;
- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful proposal in any resulting contract; and
- 7.1.9 not to contract at all.
- GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT**
- 8.1 Canada may reject a proposal where the Proponent, including the Proponent's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- 8.1.1 Section 121, Frauds upon the Government;
- 8.1.2 Section 124, Selling or Purchasing Office; or
- 8.1.3 Section 418, Selling Defective Stores to Her Majesty.
(Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- 8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Departmental Representative will so inform the Proponent and provide the Proponent the ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.
- GI9 INCURRING OF COST**

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

GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

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

GI11 PROPERTY OF HER MAJESTY

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

GI12 RIGHTS OF UNSUCCESSFUL PROPONENTS

12.1 Proponents are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the envelope by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Proponents of this tender competition. The keeping of such information

by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Proponents to this tender process, all the documents submitted by competing Proponents are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Proponents that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI13 PRICE SUPPORT

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

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

GI14 INTERPRETATION

14.1 In this RFP, “Her Majesty”, “the Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.