



## A1. CONTRACTING ADVISOR

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

for

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

<b>A2. TITLE</b> Maintenance of the HVAC systems for the Embassy of Canada in Buenos Aires, Argentina		
<b>A3. SOLICITATION NUMBER</b> 20-162494-BAIRS-AB	<b>A4. PROJECT NUMBER</b> 20-162494-BAIRS-AB	<b>A5. DATE</b> September 18, 2020
<b>A6. RFP DOCUMENTS</b> <ol style="list-style-type: none"><li>1. Request for Proposals (RFP) title page</li><li>2. Submission Requirements and Evaluations (Section “I”)</li><li>3. Price Proposal (Section “II”)</li><li>4. General Instructions (Section “III”)</li><li>5. Statement of Work (Appendix “A”)</li><li>6. The attached draft Contract</li></ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<b>A7. PROPOSAL DELIVERY</b> <p>In order for the proposal to be valid, it must be received no later than <b>14:00 Eastern Daylight Time (EDT) on October 28, 2020</b> (as per Ottawa, Ontario) referred to herein as the “Closing Date”.</p> <p>Only electronic submissions will be accepted via the following electronic mail address: <a href="mailto:realproperty-contracts@international.gc.ca">realproperty-contracts@international.gc.ca</a></p> <p>It is the responsibility of the Proponent to confirm that their submission has been received on time, and to the correct email address. Canada will not be responsible for proposals delivered to a different address.</p> <p>More than one (1) e-mail 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).</p> <p>Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:</p> <ul style="list-style-type: none"><li>• The size of attachments exceeds 10 MB;</li><li>• The e-mail was rejected or put in quarantine because it contains executable code (including macros);</li><li>• The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.</li></ul> <p>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 e-mail.</p> <p>It is recommended that in cases where more than one (1) e-mail containing documents comprising the proposal is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.</p>		
<b>A8. PRICE PROPOSAL</b> <p>All the information required in section SR5 must appear on Section “II” - Price Proposal ONLY and be sealed in a separate attachment marked “Price Proposal”. Failure to comply may result in the entire proposal being declared non-compliant and rejected from further consideration.</p>		
<b>A9. ENQUIRIES</b> <p>All enquiries or issues concerning this RFP must be submitted in writing to the Contractual Advisor no later than five calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response via the following electronic mail address: <a href="mailto:realproperty-contracts@international.gc.ca">realproperty-contracts@international.gc.ca</a> and must reference the solicitation number: 20-162494-BAIRS-AB.</p>		
<b>A10. LANGUAGE</b> <p>Proposals shall be submitted in English or French.</p>		
<b>A11. CONTRACT DOCUMENTS</b> <p>The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses to the Contractual Advisor in accordance with A9. - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.</p>		
<b>A12. OPTIONAL PROPONENT SITE VISIT</b> <p>It is recommended that the Proponent or a representative of the Proponent visit the work site. Arrangements have been made for the site visit to be held at TAGLE 2828 CABA on October 1, 2020. The site visit will begin at 10 hours, in Buenos Aires. Proponents must communicate with the Contractual Advisor no later than September 24 <b>to</b> confirm attendance and provide the name(s) of the person(s) who will attend.</p> <p>Proponents who do not confirm attendance and who do not provide the name(s) of the person(s) who will attend as required will not be allowed access to the site. Proponents will be requested to sign an attendance sheet. No alternative appointment will be given to proponents who do not attend or do not send a representative. Proponents who do not participate in the visit will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation. Please note, any travel and other costs associated with attending a proponents’ conference form part of “Bid Costs” and will not be reimbursed by Canada.</p>		

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SECTION "I" – SUBMISSION REQUIREMENTS AND EVALUATIONS

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**SR1 INTRODUCTION**

- 1.1 This section outlines the information Proponents are required to submit. To qualify, Proponents must meet the mandatory requirements set out in the RFP set out in SR3. 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 and SR5. Should Her Majesty elect to proceed with a contract, the Proponent with the lowest price per point will be awarded the Contract.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 1.3 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.
- 1.4 The price of the bid will be evaluated in USD, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

**SR2 BASIS OF SELECTION AND EVALUATION PROCEDURES (MAXIMUM 90 POINTS)**

- 2.1 Technical Proposals **must not** exceed forty-five (45) single-sided pages of 8½ "x 11" paper, minimum type face 10 pts. Material exceeding the forty-five (45) 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.

**2.2 Basis of Selection – Lowest Price Per Point**

1. To be declared responsive, a bid must:
  1. comply with all the requirements of the bid solicitation;
  2. meet all mandatory technical evaluation criteria; and
  3. obtain the required minimum of **35** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **65** points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
3. The lowest price per point will be determined by dividing the total bid price by the total points achieved in the technical evaluation of the Proponent's proposal Rating

The lowest Fixed Price will score fifty (35) points. Price Proposals costing 150% or more of the lowest Price Proposal will score zero (0) points. Other prices will be scored in arithmetic proportion as per the following formula:

$$\text{Score} = 65 - [(\text{Price Proposal} - \text{lowest Price Proposal}) \times 65 / (\text{lowest Price Proposal} \times 0.5)]$$

Example:

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

Proposal 1 = 100	Score = 65 pts
Proposal 2 = 110	Score = $65 - [(110 - 100) \times 65 / (100 \times 0.5)] = 65 - 13 = 52$ pts
Proposal 3 = 125	Score = $65 - [(125 - 100) \times 65 / (100 \times 0.5)] = 65 - 32.5 = 32.5$ pts
Proposal 4 = 145	Score = $65 - [(145 - 100) \times 65 / (100 \times 0.5)] = 65 - 58.5 = 6.5$ pts
Proposal 5 = 150	Score = 0 pts
Proposal 6 = 175	Score = 0 pts

### SR3 MANDATORY REQUIREMENT

Failure to comply with the mandatory requirement will render the Proposal non-compliant and the Proposal will receive no further consideration.

#	MANDATORY TECHNICAL CRITERION	MET OR NOT MET (YES/NO)	BIDDER TO PROVIDE CROSS-REFERENCE TO ITS PROPOSAL WHERE CRITERIA IS MET
SR3.1	<p><b>Corporate Experience</b></p> <p>The Proponent must demonstrate a minimum of three (3) years' experience within the past ten (10) years as of the bid closing date maintaining HVAC systems including maintenance of chillers, air handlers, and fan coil units.</p> <p>In order to demonstrate this experience, the Proponent must provide:</p> <ol style="list-style-type: none"> <li>Brochure of the Proponent's firm;</li> <li>Corporate profile, including physical resources, organizational structure, and a brief history of the firm;</li> <li>One (1) signed reference letter from a previous client; and</li> <li>A summary of projects demonstrating the required years of experience maintaining chillers, air handlers, and fan coil units. Information on specific projects must include: <ul style="list-style-type: none"> <li>title of project(s), location (city, country);</li> <li>brief description of project scope, cost and schedule;</li> <li>dates of participation in the project; and</li> <li>corporate role in the project.</li> </ul> </li> </ol>		
SR3.2	<p><b>Personnel Experience</b></p> <p>The Proponent must propose two (2) personnel who both must have a minimum of three (3) years' experience within the past ten (10) years maintaining Trane brand chillers, air handlers, and fan coil units and must be able to communicate fluently in Spanish.</p> <p>For each individual being proposed, proponent must provide:</p> <ol style="list-style-type: none"> <li>One (1) signed reference letter from previous clients;</li> <li>A resume, including but not limited to the following: <ul style="list-style-type: none"> <li>Area(s) of expertise, as well as the role for which they were responsible;</li> <li>Individual's years of experience maintaining Trane equipment;</li> <li>Individual's years of employment with the Proponent's firm;</li> <li>Responsibilities held for projects they have completed.</li> </ul> </li> </ol>		

## Section "I"

## Submission Requirements and Evaluations

<b>SR3.3</b>	<b>Site Supervisor Experience</b> The Proponent must propose at least one (1) site supervisor, in addition to the personnel proposed in SR 3.2  For each individual being proposed, proponent must provide: <ul style="list-style-type: none"> <li>a) Two (2) signed reference letters from previous clients</li> <li>b) A resume, including but not limited to the following: <ul style="list-style-type: none"> <li>• Area(s) of expertise, as well as the role for which they were responsible;</li> <li>• Individual's years of experience maintaining Trane equipment;</li> <li>• Individual's years of employment with the Proponent's firm;</li> <li>• Responsibilities held for projects they have completed.</li> </ul> </li> </ul>		
<b>SR3.4</b>	<b>Telephone Support</b> The Proponent must have provided a telephone help line service on at least one project within the past ten (10) years as of the bid closing date maintaining HVAC systems from Monday to Friday, during regular business hours (excluding national holidays).  In order to demonstrate this experience, the Proponent must provide: <ul style="list-style-type: none"> <li>a) A summary of project maintaining chillers, air handlers, and fan coil units;</li> <li>b) One (1) signed reference letters from previous client.</li> </ul>		

**SR4 POINT RATED TECHNICAL CRITERION****SR 4.1 Point Rated 1: Experience of Proposed Resources (Maximum of 45 points)**

Further to SR3.2 and SR3.3 above, the Proponent proposed resources and a site supervisor should have experience with HVAC maintenance services, including chillers, air handlers, and fan coil units.

**NOTE:** Once the Contract has been awarded, Proponents may propose substitute resources with equal or higher qualifications and experience.

**Proposed Resource 1**

Proposed resource 1 demonstrates between $\geq 36$ and $< 48$ months of experience in HVAC maintenance	5 points
Proposed resource 1 demonstrates between $\geq 48$ and $< 60$ months of experience in HVAC maintenance	10 points
Proposed resource 1 demonstrates $\geq 60$ or more months of experience in HVAC maintenance	15 points

**Proposed Resource 2**

Proposed resource 2 demonstrates between $\geq 36$ and $< 48$ months of experience in HVAC maintenance	5 points
Proposed resources 2 demonstrates between $\geq 48$ and $< 60$ months of experience in HVAC maintenance	10 points
Proposed resources 2 demonstrates $\geq 60$ or more months of experience in HVAC maintenance	15 points

**Proposed supervisor**

Proposed supervisor demonstrates between $\geq 36$ and $<48$ months of experience in HVAC maintenance	5 points
Proposed supervisor demonstrates between $\geq 48$ and $<60$ months of experience in HVAC maintenance	10 points
Proposed supervisor demonstrates $\geq 60$ or more months of experience in HVAC maintenance	15 points

**SR 4.2 Point Rated 2: Schedule and Work Plan (Maximum of 20 points)**

The Proponent should provide a proposed maintenance schedule to meet the monthly and annual maintenance requirements specified in Appendix “A” – Statement of Work. The response should also include a work plan on how the Proponent will identify and address routine repairs needed on existing HVAC equipment specified in Appendix “A” – Statement of Work.

An adequate response consists of an effective delivery strategy to meet the requirements of the Statement of Work and a clear description of how the team will be effectively managed. For a proposal to receive higher marks, it must elaborate on the strategy for delivering the Project and describe in detail how the various components of the Proponent Team relate to each other, assist each other and communicate with each other.

The work plan should include the following elements:

SR4.2.1 An emergency site response plan on how the Proponent will respond to emergency requests from the Embassy within 24 hours.

SR4.2.2 A maintenance monthly time schedule (Proposed quantity of hours on the site per month to meet maintenance requirements on Annex A).

Information to be submitted:

- the name, role, number of hours/days planned, per individual Proponent Team member, for each Project milestone;
- a project organization chart showing names and titles of all Proponent Team resources named for the Project;
- 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 phases of the Work; and
- a description of the nature, extent and duration of the links in any partnerships / joint ventures.

Rating:

Significantly exceeds the requirement	Exceeds the requirement	Adequate	Inadequate	Do not meet the requirement.
19-20	9-18	8	1-7	0

**SR5 PRICE PROPOSAL**

All the information required in section SR5 must appear on Section “II” - Price Proposal ONLY in a separate attachment marked “Price Proposal”. Failure to comply may result in the 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.

**1. Price**

- a. Proponents shall quote an All Inclusive Monthly Rate for each year and option listed on the form attached as Section “II” - Price Proposal, in the section entitled “Pricing Schedule”. The All Inclusive Monthly 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;
- b. Proponents shall also quote an Firm All Inclusive Hourly Rate for Optional as-and-when required needs for each year and option listed on the form attached as Section “II” - Price Proposal, in the section entitled “Pricing Schedule”.
- c. Proponents shall estimate the value of the taxes (including VAT as per SR5.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent;
- d. All payments shall be made according to the terms of payment set out in the attached Contract;
- e. Exchange rate fluctuation protection is not offered; and
- f. Price Proposals not meeting above requirements will not be given any further consideration.

**2. Taxes & Duties**

- a. Proponents are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same; and
- b. Her Majesty will pay the VAT specified in the Price Proposal provided:
  - i. 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);
  - 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 Contractor pursuant to applicable tax laws.

**3. Price Breakdown**

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

## SECTION "II" – PRICE PROPOSAL

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Total Cumulative Price Proposal

*(in accordance with SR5.2):* \_\_\_\_\_  
*(state amount in words)*

Applicable taxes

*(in accordance with SR5.3):* \_\_\_\_\_  
*(state amount in words)**All amounts are in the currency specified in the Contract*\_\_\_\_\_  
*Signature**Print Name and Capacity*\_\_\_\_\_  
*Date*

**PRICING SCHEDULE:****INITIAL CONTRACT PERIOD – Year 1**

The Contractor will be paid the following firm all inclusive monthly rate for work performed in accordance with the Statement of Work at Annex A.

Prices are in USD and do not include taxes.

Routine Maintenance Services – Year 1			
Description	Estimated Quantity [a]	Firm All Inclusive Monthly Cost [b]	Total [a x b]
Firm All Inclusive Monthly Cost – Chancery Building	12 months	_____USD	_____USD
Firm All Inclusive Monthly Cost - Official Residence Building	12 months	_____USD	_____USD
Firm All Inclusive Monthly Cost - Embassy Staff Quarters	12 months	_____USD	_____USD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			_____USD

The Contractor will be paid the following firm all inclusive hourly rate for work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis. Prices are in USD and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

As-and-When-Requested Maintenance Services – Year 1			
Description	Estimated Quantity* [d]	Firm All Inclusive Hourly Rate [e]	Total [d x e]
Firm All Inclusive As-and-When-Requested Maintenance Services - Chancery Building	35 hours	_____USD	_____USD
Firm All Inclusive As-and-When-Requested Maintenance Services - Official Residence Building	35 hours	_____USD	_____USD
Firm All Inclusive As-and-When-Requested Maintenance Services - Embassy Staff Quarters	35 hours	_____USD	_____USD
<b>Total Evaluated Price, As-and-When-Requested Maintenance Services [f]:</b>			_____USD

<b>Total Evaluated Price, Initial Contract Period Year 1:</b>	_____USD
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\* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.

**OPTION PERIOD 1 – Year 2 and Year 3**

The Contractor will be paid the following firm all inclusive monthly rate for work performed in accordance with the Statement of Work at Annex A.

Prices are in USD and do not include taxes.

Routine Maintenance Services – Year 2 and Year 3			
Description	Estimated Quantity [a]	Firm All Inclusive Monthly Cost [b]	Total [a x b]
Firm All Inclusive Monthly Cost – Chancery Building	24 months	_____USD	_____USD



**Section “II”****Price Proposal**

Firm All Inclusive Monthly Cost - Official Residence Building	24 months	_____USD	_____USD
Firm All Inclusive Monthly Cost - Embassy Staff Quarters	24 months	_____USD	_____USD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			_____USD

The Contractor will be paid the following firm all inclusive hourly rate for work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis. Prices are in USD and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

<b>As-and-When-Requested Maintenance Services – Year 2 and Year 3</b>			
<b>Description</b>	<b>Estimated Quantity* [d]</b>	<b>Firm All Inclusive Hourly Rate [e]</b>	<b>Total [d x e]</b>
Firm All Inclusive As-and-When-Requested Maintenance Services - Chancery Building	70 hours	_____USD	_____USD
Firm All Inclusive As-and-When-Requested Maintenance Services - Official Residence Building	70 hours	_____USD	_____USD
Firm All Inclusive As-and-When-Requested Maintenance Services - Embassy Staff Quarters	70 hours	_____USD	_____USD
<b>Total Evaluated Price, As-and-When-Requested Maintenance Services [f]:</b>			_____USD

<b>Total Evaluated Price, Initial Contract Period Year 2 and Year 3:</b>	_____USD
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\* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.

**OPTION PERIOD 2 – Year 4 and Year 5**

The Contractor will be paid the following firm all inclusive monthly rate for work performed in accordance with the Statement of Work at Annex A.

Prices are in USD and do not include taxes.

<b>Routine Maintenance Services – Year 4 and Year 5</b>			
<b>Description</b>	<b>Estimated Quantity [a]</b>	<b>Firm All Inclusive Monthly Cost [b]</b>	<b>Total [a x b]</b>
Firm All Inclusive Monthly Cost – Chancery Building	24 months	_____USD	_____USD
Firm All Inclusive Monthly Cost - Official Residence Building	24 months	_____USD	_____USD
Firm All Inclusive Monthly Cost - Embassy Staff Quarters	24 months	_____USD	_____USD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			_____USD

The Contractor will be paid the following firm all inclusive hourly rate for work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis. Prices are in USD and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

<b>As-and-When-Requested Maintenance Services – Year 4 and Year 5</b>			
<b>Description</b>	<b>Estimated Quantity* [d]</b>	<b>Firm All Inclusive Hourly Rate [e]</b>	<b>Total [d x e]</b>

**Section “II”****Price Proposal**

Firm All Inclusive As-and-When-Requested Maintenance Services - Chancery Building	70 hours	_____USD	_____USD
Firm All Inclusive As-and-When-Requested Maintenance Services - Official Residence Building	70 hours	_____USD	_____USD
Firm All Inclusive As-and-When-Requested Maintenance Services - Embassy Staff Quarters	70 hours	_____USD	_____USD
<b>Total Evaluated Price, As-and-When-Requested Maintenance Services [f]:</b>			_____USD

<b>Total Evaluated Price, Initial Contract Period Year 4 and Year 5:</b>	_____USD
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\* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.

**Total Evaluated Price**

<b>5 Year Total Fixed Fee(Contract Period Total + Option 1 Total + Option 2 Total):</b>	_____USD
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**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.