



A1. CONTRACT ADVISOR

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Invitation to Qualify (ITQ)

A2. TITLE Renovation of Staff Quarters for the Embassy of Canada to Mexico, in Mexico City		
A3. SOLICITATION NUMBER 23-229847	A4. PROJECT NUMBER F-MXICO-860	A5. DATE September 22, 2023
A6. ITQ DOCUMENTS <ol style="list-style-type: none"> 1. Invitation to Qualify (ITQ) title page 2. Summary of Requirement and Selection Process (Section “I”) 3. Response Requirements (Section “II”) 4. Evaluation for Qualification (Section “III”) 5. Appendix “A” – Definitions 6. Appendix “B” – Description of Requirement and Required Services 7. Appendix “C” – Requirements for Qualification 8. Annex “C1” – Identification of Respondent 9. Annex “C2” – Mandatory Technical Criteria 10. Annex “C3” – Experience Certification <p>In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list will prevail.</p>		
A7. RESPONSE DELIVERY <p>In order for a Response to be valid, it must be received no later than 14:00 EDT (Eastern Daylight Time) on October 10 2023 referred as the “Closing Date”.</p> <p>Only electronic copies will be accepted and received at the following email address:</p> <p>realproperty-contracts@international.gc.ca</p> <p>Respondents should include their name and solicitation number in the subject/title of the email.</p>		
A8. LANGUAGE Responses must be submitted in English or French only.		
A9. RESPONDENT’S CONFERENCE <p>A Respondents’ conference will be held virtually on October 4, 2023. The conference will begin at 1:00 PM CST (Central Standard Time). The scope of the Requirement outlined in the ITQ will be reviewed during the conference and questions will be answered. It is recommended that Respondents who intend to submit a Response attend or send a representative.</p> <p>Respondents are requested to communicate with the Contract Advisor before the conference to confirm attendance. Respondents should provide, in writing, to the Contract Advisor, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than three business days prior to the conference.</p> <p>Any clarifications or changes to the solicitation resulting from the Respondents’ conference will be included as an amendment to the solicitation. Respondents who do not attend will not be precluded from submitting a Response.</p>		



SECTION "I" – SUMMARY OF REQUIREMENT AND SELECTION PROCESS

1.1. TITLE

Renovation of Staff Quarters for the Embassy of Canada to Mexico, in Mexico City.

1.2. SUMMARY OF REQUIREMENT

1.2.1. His Majesty the King in right of Canada, represented by the Minister of Foreign Affairs, and the Department of Foreign Affairs, Trade and Development (DFATD), is inviting suppliers with experience in the delivery of construction services to submit a Response to qualify for the planned work for the renovation of Staff Quarters for the Embassy of Canada to Mexico, in Mexico City (the "Requirement"). This Invitation to Qualify (ITQ) defines the requirements for the qualification of Respondents for the Requirement. Interested Respondents are required to respond to this ITQ. Based on these Responses, Canada intends to select, in accordance with the terms of this ITQ, the Qualified Respondents to participate in the Request for Proposals (RFP) stage of the solicitation.

1.2.2. The Requirement includes renovation work of approximately 280 m² on the 7th floor of an 11 storey Staff Quarters building in Mexico City. The scope will include, but is not limited to, the following:

- A. Fit-up work in architectural, mechanical, and electrical disciplines related to the renovation of existing facilities including:
 - a. Access hall;
 - b. Dining room;
 - c. Living room;
 - d. Balconies;
 - e. Bedrooms;
 - f. Kitchen;
 - g. Laundry area;
 - h. Maid quarters;
 - i. Toilets and Washrooms.
- B. Implementation will include work such as:
 - a. Partial demolition and removal of some elements as a suspended ceiling, electrical and mechanical components;
 - b. Repair drywall bulkheads;
 - c. Carpentry works (floors and vanities);
 - d. Construction of different types of closets;
 - e. Supply and Installation of different types of flooring;
 - f. Supply and Installation of mechanical components including, plumbing, air conditioners, and controls;
 - g. Supply and Installation of electrical components including lamp fixtures, cabling, panels and controls;
 - h. Construction and Installation of kitchen cabinets;
 - i. Supply and Installation of windows;
 - j. Finishes such as paint works of all the apartment (approximately 700 m²) this includes the surface preparation.

1.2.3. The pre-qualified Respondent(s) will follow the drawings and scope of work that will be outlined in the Stage Two – Request for Proposal.



1.2.4. Respondents must be capable of providing the full range of services required in English, French and/or Spanish and have the ability to travel to, and perform commissioning guidance in Mexico City, Mexico.

1.3. SELECTION PROCESS

This is a two-staged selection process that is outlined below:

1.3.1. Stage One – Invitation to Qualify:

The purpose of this ITQ is to qualify Respondents for the provision of Construction services for the renovation of Staff Quarters for the Embassy of Canada to Mexico, in Mexico City. The qualification of Respondents is based on the mandatories specified in this ITQ. Only the Respondents that meet the requirements of the ITQ (a Qualified Respondent) may be invited to submit a Proposal in Stage Two.

1.3.2. Stage Two – Request for Proposals:

Following the ITQ evaluation process under Stage One – Invitation to Qualify, should Canada proceed with Stage Two – Request for Proposals, Qualified Respondents will each receive the RFP directly by email to the address identified in their Response and a Notice of Proposed Procurement (NPP) will be posted on the Government Electronic Tendering Service (“GETS”) CanadaBuys (<https://canadabuys.canada.ca>).

1.3.3. Should there be an insufficient number of Qualified Respondents after Stage One – Invitation to Qualify to permit a competition in Stage Two – Request for Proposal, Canada reserves the right (but will not be obligated) to cancel Stage Two – Request for Proposal or to modify the requirements and re-publish the solicitation using the same or a different approach, including but not limited to forgoing the qualification process and opening the RFP process to any and all Respondents.

1.3.4. The issuance of this ITQ is not to be considered in any way as a commitment made by Canada to issue any subsequent solicitation or to award any contract(s), nor as authority to industry to undertake any work that could be charged to Canada for the work described herein.

1.3.5. Canada currently anticipates the current milestone dates for the Requirement to be as follows:

- Issuance of ITQ September, 2023
- Closing of ITQ October, 2023
- Review of submissions from ITQ October, 2023
- Selection of Qualified Respondents October, 2023
- Stage Two RFP issued October, 2023
- Closing of RFP November, 2023
- Selection of winning Bidder November, 2023
- Construction Contract awarded November, 2023
- Construction completed March, 2024

These dates are indicative only and subject to change. Canada will not be bound by these timeframes or dates indicated.



SECTION "II" – RESPONSE REQUIREMENTS

2.1. SUBMISSION OF RESPONSE

2.1.1. Submission of Only One Response

A Respondent may not submit more than one Response. This limitation also applies to the persons or entities in the case of a Joint Venture. If more than one Response is received from a Respondent (or, in the case of a Joint Venture, from the persons or entities comprising the Joint Venture), all such Responses will be rejected and no further consideration will be given.

2.1.2. Response Due Date and Delivery

Respondents must submit their Responses only to Canada at the email address identified on the ITQ title page and by the Closing Date specified on that page.

2.1.3. Modifications and Multiple Emails

Responses may be modified or resubmitted only before the Closing Date, and must be done in writing. The latest Response received will supersede any previously received Response. More than one e-mail can be sent if necessary. If the same files are sent in more than one e-mail, the latest of those files received will be used for evaluation purposes and the previous one(s) will not be considered.

2.1.4. Confirmation of Receipt

It is strongly recommended that Respondents confirm with the Contract Advisor that their complete Response was received. For this same reason, it is recommended that in cases where more than one e-mail containing documents comprising the Response is submitted, the emails be numbered and the total number of emails sent comprising the Response also be identified.

2.1.5. Refusal by Server

Canada will take no responsibility if a Response is not received on time because the e-mail was refused by a server for the following reasons:

- a. The size of attachments exceeds 10 MB;
- b. The e-mail was rejected or put in quarantine because it contains executable code (including macros); and
- c. The e-mail was rejected or put in quarantine because it contains files that are not accepted by Canada's server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

2.1.6. No Links Permitted

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 as part of the Response must be attached to the e-mail.

2.1.7. Responses are the Property of Canada

Responses received in respect of this ITQ will become the property of Canada and will not be returned. All Responses will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).



2.1.8. Provision of Documentation

Canada will make available documents for download through CanadaBuys. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. Canada will not notify Respondents if it amends the ITQ, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using CanadaBuys. Respondents are responsible for regularly consulting CanadaBuys for the most up-to-date information. Canada will not be liable for any oversight on the Respondent's part nor for notification services offered by a third party.

2.1.9. Response Costs

The Respondent is solely responsible for all costs associated with preparing, submitting, and evaluating its Response.

2.1.10. Authority

Each Respondent (and each person or entity of a Joint Venture submitting a Response) must have legal capacity to contract and have the Response signed by an authorized representative of the Respondent.

If a Response is submitted by a Joint Venture, the Response must be signed by all the persons or entities of the Joint Venture unless one person or entity has been appointed to act on behalf of all persons or entities of the Joint Venture. The Response must indicate the name of its representative chosen to act on behalf of the Joint Venture group. The Contracting Advisor may, at any time, require each person or entity of the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the ITQ. If a contract is awarded to a Joint Venture following the RFP, all persons or entities of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

2.1.11. Response Language

Respondents must submit their documents and supporting information in either English or French. Official documents such as licences or certifications may be submitted in their original form and language.

2.1.12. No Assignment of Responses

Responses may not be assigned after the Closing Date. Only Qualified Respondents, as identified in their respective Responses to the ITQ, will be permitted to submit a Proposal at Stage Two – Request for Proposals and any such proposal must be submitted under the same name as the person(s) or entity(ies) identified as the Respondent in the ITQ.

2.1.13. Entire Requirement

The ITQ documents contain all the requirements relating to the ITQ. Any other information or documentation provided to or obtained by a Respondent from any source are not relevant. Respondents should not assume that practices used under previous contracts will continue, unless they are described in the ITQ. Respondents should also not assume that their existing capabilities meet the requirements of the ITQ simply because they have met previous requirements.

2.1.14. Notification and Debriefing

All Respondents will be notified in writing by email after the list of Qualified Respondents is established, and, upon request to the Contract Advisor, will be offered a debriefing. Should a Respondent desire a debrief, the Respondent must contact the Contract Advisor within 15 working days of the notification of the results of the ITQ.

The debriefing will include the reasons that the Respondent did not qualify to be invited to participate in the RFP, as applicable. The debriefing will be limited to details and results of the evaluation of the specific Respondent's Response and will not provide any details on the contents of, or evaluation results of other Responses. The confidentiality of information relating to other Respondents will be protected. Canada may provide the debriefing in writing, by telephone, in person, or video conference. Canada will not assume any of the Respondent's costs in relation to the debriefing.



2.1.15. Communications

All enquiries or issues concerning this ITQ should be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received no later than three business days prior to the Closing Date to allow sufficient time to provide a Response. Enquiries received after that time may not be answered prior to the Closing Date.

Respondents should accurately reference the numbered item of the ITQ to which the enquiry relates and explain each question in sufficient detail to enable Canada to provide an accurate answer, failing which no Response will be provided.

Respondents must, in any technical enquiry, clearly mark "proprietary" or "confidential" each relevant item that is of a proprietary or confidential nature. Canada will treat such items accordingly except where Canada determines that the enquiry is not of a proprietary or confidential nature. Canada may edit the question(s) or may request that the Respondent revise the question(s) so that the proprietary or confidential nature of the question(s) is eliminated and the enquiry can be answered to all Respondents. Canada may not answer enquiries that are not submitted in a form that can be distributed to all Respondents.

All enquiries and other communications with government officials throughout the solicitation period should be directed ONLY to the Contract Advisor. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of a Response.

2.1.16. Format Instructions

- A. Requirement for Response Format:** The following format information should be implemented when preparing the Response:
- 'Page' means one side of a 216mm x 279mm (8.5" x 11") or 210 x 297 mm (A4) sheet of paper
 - Minimum font size - 11 point Times New Roman or equal
 - Minimum margins - 12 mm left, right, top, and bottom
 - 279mm x 432 mm (11" x 17") or 297 x 420 mm (A3) fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
 - The order of the Response should follow the order established in Appendix C – Requirements for Qualification
- B. Page Limitation of Response:** The maximum number of pages (including text and graphics) to be submitted for the Response is ten pages. The following are not part of the page limitation mentioned above:
- Covering Letter
 - Cover Page
 - Tab/Dividers, provided they are free of technical information
 - Table of Contents
 - Front Page of the ITQ
 - Front Page of revision(s) to the ITQ
- C. Consequence of non-compliance:** Any pages which extend beyond the above page limitation and any other attachments will be extracted from the submission and will not be forwarded to the Canada Evaluation Board members for evaluation.



2.2. RESPONDENT RESPONSIBILITIES

Each Respondent:

- a. before submitting a Response, should obtain any clarification it considers necessary of the ITQ requirements;
- b. should ensure that the Respondent's name, and the ITQ number, are in the subject line of the Response email;
- c. must prepare its Response in accordance with the ITQ instructions;
- d. must submit a complete Response by the Closing Date, including the signature of authorized representative of the Respondent;
- e. must submit its Response in the manner specified in this ITQ, only to the email address specified, and by the Closing Date. Canada will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of Responses are the responsibility of the Respondent;
- f. must provide a comprehensible and sufficiently detailed Response, that will enable Canada to make an informed evaluation based on the ITQ criteria; and
- g. must comply with all other requirements of this ITQ.

2.3. CONFLICT OF INTEREST

2.3.1. Right to Reject. Canada may reject a Response if the Respondent, any of its subcontractors, or any of their respective employees or former employees:

- a. was involved in any manner in the preparation of the ITQ or in any situation of conflict of interest or appearance of a conflict of interest, or
- b. had access to information related to the ITQ that was not available to other Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.

2.3.2. Experience Not an Unfair Advantage. Canada will not consider any experience any Respondent has acquired by providing the goods and/or services described in the ITQ (or similar goods or services), in itself, as conferring an unfair advantage or creating a conflict of interest.

2.3.3. Notification of Rejection. If Canada intends to reject a Response under this section, the Contract Advisor will inform the Respondent in advance and in writing and may provide the Respondent an opportunity to make representations before making a final decision. Respondents who are in doubt about a particular situation should contact the Contract Advisor before bid closing. By submitting a Response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.4. SECURITY REQUIREMENTS

There are no security requirements associated with this requirement.

2.5. TRADE AGREEMENTS

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).



SECTION "III" – EVALUATION FOR QUALIFICATION

3.1. EVALUATION PROCEDURES AND BASIS OF SELECTION

3.1.1. Assessment

Canada will assess Responses in accordance with the entire requirement of the ITQ, including all evaluation criteria.

3.1.2. Conduct of Evaluation

In conducting its evaluation of the Responses, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from Respondents regarding any or all information provided by them with respect to the ITQ;
- b. contact any or all references supplied by Respondents to verify and validate any information submitted by them;
- c. request specific information with respect to Respondents' legal status;
- d. conduct a survey of Respondents' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the ITQ; and
- e. verify any information provided by Respondents through independent research, use of any government resources, or by contacting third parties.

Respondents will have the number of days specified in the request by the Contract Advisor to comply with any request related to any of the above items. Failure to comply with the request may result in the Response being declared non-responsive.

3.1.3. Evaluation Based on Documents Provided

Canada will evaluate only the documentation provided with the Response; it will not evaluate any other information.

3.1.4. Evaluation Board

An evaluation board composed of representatives of Canada will be established to evaluate Responses. Board members represent a broad cross-section of professional qualifications and experience.

3.1.5. Rights of Canada

Canada reserves the right to:

- a. Reject any or all Responses received in Response to the ITQ;
- b. enter into negotiations with Respondents on any or all aspects of their Responses;
- c. accept any Response in whole or in part without negotiations;
- d. cancel the ITQ at any time;
- e. reissue the ITQ;
- f. if no responsive Responses are received and the requirement is not substantially modified, reissue the ITQ by inviting only the Respondents who responded to resubmit Responses within a period designated by Canada; and
- g. negotiate with the sole responsive Respondent to ensure best value to Canada.



3.1.6. Rejection of Response

Grounds for Rejection: Canada may reject a Response if any of the following circumstances are present:

- a. the Respondent is bankrupt or its activities are rendered inoperable for an extended period;
- b. there is evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, with respect to the Respondent, any of its employees, any sub –contractor, sub-consultant or any specialist contractor or consultant included as part of the Response; or
- c. with respect to current or prior transactions with the Government of Canada,
 - i. Canada has exercised its contractual remedies of taking the services out of the contractor's hands or termination for default with respect to a contract with the Respondent, any of its employees, any sub –contractor, sub-consultant or any specialist contractor or consultant included as part of the Response; and
 - ii. Canada determines that the Respondent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement that is the subject of this ITQ.

Where Canada intends to reject a Response pursuant to subsection c., the Contract Advisor will so inform the Respondent and provide the Respondent ten business days within which to make representations, before making a final decision on the Response rejection.

3.2. RESPONSE REQUIREMENTS

3.2.1. General

Requirements: Respondents should demonstrate their understanding of the requirements contained in the ITQ and concisely explain how they will meet these requirements.

Organization: Respondents should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Respondents may refer to different sections of their Responses by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2. Experience of the Respondent

Representative's Projects: The Respondent should include, in the Response, descriptions of completed projects demonstrating the mandatory experience required as identified in Annex C2 – Mandatory Technical Criteria, MTC1 - Corporate Experience of Respondent. The Respondent should ensure that the Response demonstrates that each project presented meets the qualification requirements described.

3.2.3. Mandatory Technical Criteria

The mandatory technical criteria are described in Annex C2 – Mandatory Technical Criteria.

In their Response, Respondents should explain and demonstrate how they propose to meet the requirements.

Canada will review each Response for compliance with the mandatory requirements of the ITQ. Any element of the ITQ that is identified specifically with the words "must", "shall" or "mandatory" is a mandatory requirement. Canada will declare non-responsive any Response that does not comply with every mandatory requirement. A Response must comply with the requirements of the ITQ and meet all mandatory technical evaluation criteria to be declared responsive.



The evaluation will be based solely on the content of the Responses and any correctly submitted amendment. The Respondent should make no assumption that His Majesty has any previous knowledge of the Respondent's qualifications other than that supplied pursuant to this ITQ.

Responses must identify the qualifications and experience of the Respondent to carry the tasks by systematically addressing each of the requirements as detailed below.

Each technical criterion should be addressed separately.

3.3. PHASED BID COMPLIANCE PROCESS (PBCP)

3.3.1. The PBCP applies to this requirement.

3.3.2. The PBCP will apply to all mandatory technical criteria.

3.3.3. Canada will use the PBCP described below.

3.3.4. Phased Bid Compliance Process

A. General

- a. Canada is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by Canada, Respondents are and will remain solely responsible for the accuracy, consistency and completeness of their Responses and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Responses or in replies by a Respondent to any communication from Canada.
- c. The Respondent acknowledges that the review in Phase I of this PBCP is preliminary and does not preclude a finding in Phase II of the Response that the Response is non-responsive, even for mandatory requirements which were subject to review in Phase I and notwithstanding that the Response had been found responsive in such earlier Phase. Canada may deem a Response to be non-responsive to a mandatory requirement at any Phase of the PBCP.
- d. The Respondent acknowledges that its reply to a Notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I may not be successful in rendering its Response responsive to the mandatory requirements that are the subject of the CAR, and may render its Response non-responsive to other mandatory requirements.
- e. Canada may, in its discretion, request and accept at any time from a Respondent and consider as part of the Response, any information to correct errors or deficiencies in the Response that are clerical or administrative, such as, without limitation, failure to sign the Response 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 of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the closing of the ITQ stage in circumstances where the ITQ expressly provides for this right. The Respondent will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Response being declared non-responsive.
- f. The PBCP does not limit Canada's rights under this ITQ nor Canada's right to request or accept any information during the ITQ period or after the closing of the ITQ in circumstances where the ITQ expressly provides for this right, or in the circumstances described in subsection (c).



- g. Canada will send a CAR by any method Canada chooses, in its absolute discretion. The Respondent must submit its Response by the method stipulated in the CAR. Replies are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the CAR. An email Response permitted by the CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A CAR sent by Canada to the Respondent at any address provided by the Respondent in or pursuant to the Response is deemed received by the Respondent on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a reply, however caused.

B. Phase I: Technical Response

- a. Canada's review at Phase I will be limited to a review of the Technical Criteria to identify any instances where the Respondent has failed to meet any mandatory requirements. This review will not assess whether the Technical Criteria meets any standard or is responsive to all ITQ requirements. Mandatory requirements are all mandatory technical criteria that are identified in this ITQ as being subject to the PBCP. Mandatory technical criteria that are not identified in the ITQ as being subject to the PBCP, will not be evaluated until Phase II.
- b. Canada will send a written notice to the Respondent (Compliance Assessment Report or "CAR") identifying any mandatory requirements that the Response has failed to meet. A Respondent whose Response has been found responsive to the requirements that are reviewed at Phase I will receive a CAR that states that its Response has been found responsive to the requirements reviewed at Phase I. Such Respondent shall not be entitled to submit any reply to the CAR.
- c. A Respondent shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any mandatory requirements identified in the CAR by providing to Canada in writing additional or different information or clarification in Response to the CAR. Replies received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d. The Respondent's reply must address only the mandatory requirements 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 Respondent which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a reply to the mandatory requirements specified in the CAR will necessarily result in a consequential change to other parts of the Response, the Respondent shall identify such additional changes.
- e. The Respondent's reply to the CAR should identify in each case the mandatory requirements in the CAR to which it is responding, including identifying in the corresponding section of the original Response, the wording of the proposed change to that section, and the wording and location in the Response of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Response must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the mandatory requirements. It is not up to Canada to revise the Respondent's Response, and failure of the Respondent to do so in accordance with this subparagraph is at the Respondent's own risk. All submitted information must comply with the requirements of this ITQ.
- f. Any changes to the Response submitted by the Respondent other than as permitted in this ITQ, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this ITQ in Response to the CAR will replace, in full, only that part of the original Response as is permitted in this Section.



- g. Additional or different information submitted during Phase I permitted by this section will be considered as included in the Response, but will be considered by Canada in the evaluation of the Response at Phase I only for the purpose of determining whether the Response meets the mandatory requirements. It will not be used at any Phase of the evaluation to increase any score that the original Response would achieve without the benefit of such additional or different information. For instance, a mandatory requirement that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase I to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Response in Response to the CAR. If so, the Response will be considered responsive in respect of such mandatory requirements, and the additional or different information submitted by the Respondent shall bind the Respondent as part of its Response, but the Respondent's original score, which was less than the mandatory minimum for such mandatory requirements, will not change, and it will be that original score that is used to calculate any score for the Response.
- h. Canada will determine whether the Response is responsive for the requirements reviewed at Phase I, considering such additional or different information or clarification as may have been provided by the Respondent in accordance with this Section. If the Response is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Response shall be considered non-responsive and will receive no further consideration.
- i. Only Responses found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II evaluation.

C. Phase II: Final Evaluation of the Response

- a. In Phase II, Canada will complete the evaluation of all Responses found responsive to the requirements reviewed at Phase I. Responses will be assessed in accordance with the entire requirement of the ITQ.
- b. A Response is non-responsive and will receive no further consideration if it does not meet all mandatory requirements of the ITQ.

3.4. BASIS OF SELECTION

- 3.4.1. A Response must comply with the requirements of the ITQ and meet all mandatory technical evaluation criteria to be declared responsive.



APPENDIX A – DEFINITIONS

In this ITQ, the following words or phrases have the corresponding meaning.

“Closing Date” The date and time indicated in section A7 on the title page of this ITQ.

“Contract Advisor” The DFATD official indicated in section A1 on the title page of this ITQ.

“Contractor” The successful Proponent under the RFP contracted by Canada to perform the Construction Services, and includes the officer or employee of the Contractor identified in writing.

“Departmental Representative” The officer or employee of Canada identified to the Contractor in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under the Agreement.

“Invitation to Qualify” or “ITQ” A process which evaluates and selects a shortlist of Qualified Respondents through assessment of their capacity and capability to undertake the Requirement.

“Joint Venture” A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to respond together on a requirement.

“Proponent” A Qualified Respondent that participates in the RFP.

“Proposal” The formal proposal submitted by a Proponent in Response to the RFP.

“Qualified Respondent” A Respondent that, in Canada's reasonable determination, has satisfied the conditions of the ITQ.

“Request for Proposals” or “RFP” A formal solicitation, open only to Qualified Respondents, in which technical and financial information submitted by Proponents is evaluated and a single Proponent is selected to enter into an agreement with Canada for the delivery of the Construction Services.

“Requirement” The work required for the renovation of Staff Quarters for the Embassy of Canada to Mexico, in Mexico City, as more particularly described in this ITQ and in the RFP.

“Respondent” The person or entity (or, in the case of a Joint Venture, the persons or entities) submitting a Response and responsible for the provision of the Construction Services.

“Response” The formal Response submitted by a Respondent in Response to this ITQ.



APPENDIX B – DESCRIPTION OF REQUIREMENT AND REQUIRED SERVICES

B.1 OBJECTIVES

- 1.1. The objective of the Requirement is the construction (to Canada's specifications) for the renovation of Staff Quarters for the Embassy of Canada to Mexico, in Mexico City.

B.2 OUTLINE OF TASKS

- 2.1. This presents a unique opportunity for appropriately qualified and experienced Respondents to demonstrate their knowledge, skills and experience to implement quality physical upgrades, as will be defined in DFATD's technical requirements (in RFP Stage two). The Contractor that will be awarded a contract (in RFP Stage two) will be required to ensure excellent quality construction in several fields, such as architectural, mechanical, electrical as well as high quality construction.
- 2.2. The Contractor will be required to exercise logistical efficiency during the entire construction process, including, but not limited to: scheduling, progress reporting, change management, submission of shop drawings and technical product information, participation in project meetings and reviews/inspections, on-site commissioning, and other tasks typical in building construction.
- 2.3. The quality of construction/manufacturing for this work will be ensured by: supervision of work done by DFATD and a Canadian Consultant representative; by requiring strict adherence to approved construction drawings, specifications, and by other procedural requirements related to construction contracts in general.
- 2.4. A Project Manager speaking English, French and/or Spanish will be required for the overall successful management of the Requirement, from start to finish. The Project Manager would be the first point of contact with DFATD for day to day communication

B.3 RESPONSIBILITIES OF THE CONTRACTOR

- 3.1. **Construction** - The Contractor will be responsible for all aspects of the construction and implementation process.
- 3.2. **Commissioning** - The Contractor will be responsible for all commissioning activities necessary to demonstrate compliance with requirements for the commissioning of all systems and equipment installed to document compliance with the specifications. Any required specialised training of DFATD maintenance personnel by the Contractor will also form a part of this responsibility. Additionally, the Contractor will be required to have a project manager full time on site during construction.
- 3.3. **Health and Safety** - The Contractor will be responsible for establishing and maintaining a project-specific Health and Safety program at their location of construction/manufacturing and for providing the necessary Personal Protective Equipment (PPE) to ensure a safe environment during the work.
- 3.4. **Contractor's Document Management** - The Contractor will be responsible for setting up and maintaining its own comprehensive and orderly document management system during all stages of project delivery from shop drawing submissions, approvals, construction, change management process, commissioning, to project close-out and handover including As-Build drawings submittals.
- 3.5. **On-Line Document Management** - DFATD will use a previously selected on-line documentation management system in order to facilitate collaboration between the various members of the project team. All project participants, including the selected Contractor, will be expected to use DFATD's on-line document management system during the entire contract.
- 3.6. **Cost Control** – The Contractor will be required to maintain and present detailed valuations and related breakdowns of costs associated with progress billings through the entire contract.
- 3.7. **Schedule Control** – The Contractor will be required to provide regular schedule updates in industry standard formats, as approved by DFATD, through the entire contract.



- 3.8. Quality Control** – In the interest of ensuring quality control, the Contractor will be required to follow DFATD's procedures during the entire contract as related to the submission of shop drawings and product information, Request for Information (RFI), Request for Product Substitution, as directed by DFATD.
- 3.9. Change Management** - The Contractor will be required to follow DFATD's change management procedures and keep detailed records for all proposed and approved changes to the construction contract using the on-line document management system outlined above.
- 3.10. Work Location** - The Contractor must be capable of providing the full range of services required in English, French and/or Spanish, and have the ability to travel to, and perform the work in Mexico City, Mexico.



APPENDIX C – REQUIREMENTS FOR QUALIFICATION

Respondents must submit the information in the following annexes to this Appendix “C”, to be evaluated as per **SECTION “III”**
EVALUATION FOR QUALIFICATION:

- a) **ANNEX “C1” – IDENTIFICATION OF RESPONDENT**
- b) **ANNEX “C2” – MANDATORY TECHNICAL CRITERIA**
- c) **ANNEX “C3” – EXPERIENCE CERTIFICATION**



ANNEX "C1" - IDENTIFICATION OF RESPONDENT

In the event the Respondent is a joint venture, the following applies:

A Joint Venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, in order to submit together a Response to this ITQ Stage one and, if prequalified, then later submit a proposal to the RFP Stage two. Respondents who submit a Response to this ITQ Stage one as a joint venture must indicate clearly and formally that it is a joint venture and provide this following information in Annex C1:

- i. name of each member of the joint venture
- ii. role and expertise of each member of the joint venture
- iii. name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable
- iv. name of the joint venture, if applicable

The Response to the ITQ Stage one must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. Canada may, at any time, require each member of the joint venture to prove that the representative has been appointed with full authority to act as its representative for the purposes of submitting a Response to the ITQ Stage one and, in turn, a proposal to the RFP Stage two.

All members of the joint venture will be jointly and severally responsible for the obligations entered into by the Respondent in accordance with the Contract Documents.

Legal Operating Name of Respondent:
Name of Contact:
Mailing Address:
Telephone No.:
E-mail Address:

In the case of a Joint Venture, the following must also be completed

Name of each member of the Joint Venture, including telephone and email:
Role and expertise of each member of the Joint Venture:
Name of the representative of the Joint Venture:



ANNEX "C2" – MANDATORY TECHNICAL CRITERIA

MTC1 - CORPORATE EXPERIENCE OF RESPONDENT		
Item	Description	Information Required
MTC1	<p>The Respondent must provide two fit-up project examples for interior renovation projects in which the Respondent functioned in the role of the General or Prime Contractor. The projects must include architectural, mechanical, and electrical work.</p> <p>(a) the fit-up projects must have had a construction value equivalent to at least \$80,000 CAD (including applicable taxes).</p> <p>(b)The fit-up projects must include:</p> <ul style="list-style-type: none"> i. Demolition of some elements such as bulkheads, electrical and mechanical components; ii. Installation of different types of flooring and ceiling; iii. Installation of air conditioners; and iv. Installation of new electrical components including fixtures or panels. <p>(c) At least one of the two projects must have been completed either:</p> <ul style="list-style-type: none"> - In Mexico, or: - In a country outside of that in which the headquarters of the Respondent is located. <p>(d) Each project must have been started and completed, in the five years prior to bid closing date.</p> <p>If the contract is in a different currency than CAD, provide the amount in that currency and then use the current exchange rate at: https://www.xe.com/currencyconverter/ on the day of project completion for the CAD equivalent.</p>	<p>Respondents must complete forms MTC1- Project 1 and MTC1- Project 2.</p>



MTC1 - PROJECT 1	
Respondents HQ location	Country:
Project Title and Location	Title: Country:
Client	Company Name: Company Representative:
The fit-up project must include: i. Demolition of some elements such as bulkheads, electrical and mechanical components; ii. Installation of different types of flooring and ceiling; iii. Installation of air conditioners; and iv. Installation of new electrical components including fixtures or panels.	The fit-up project must include: <input type="checkbox"/> Demolition of some elements such as bulkheads, electrical and mechanical components; <input type="checkbox"/> Installation of different types of flooring and ceiling; <input type="checkbox"/> Installation of air conditioners; and <input type="checkbox"/> Installation of new electrical components including fixtures or panels.
Project Cost	<input type="checkbox"/> Project cost is at least \$80,000 CAD (including applicable taxes). Project Cost (CAD): _____
Project Start and End Dates (Start date must be after July 01, 2013)	Project start date (month, year): _____ Project completed date (month, year): _____



Description of project scope demonstrating experience in fit-ups for interior renovation projects which include architectural, mechanical, and electrical works where the Respondent functioned in the role of General or Prime Contractor within the last five years.



MTC1 - PROJECT 2	
Respondents HQ location	Country:
Project Title and Location	Title: Country:
Client	Company Name: Company Representative:
The fit-up project must include: i. Demolition of some elements such as bulkheads, electrical and mechanical components; ii. Installation of different types of flooring and ceiling; iii. Installation of air conditioners; and iv. Installation of new electrical components including fixtures or panels.	The fit-up project must include: <input type="checkbox"/> Demolition of some elements such as bulkheads, electrical and mechanical components; <input type="checkbox"/> Installation of different types of flooring and ceiling; <input type="checkbox"/> Installation of air conditioners; and <input type="checkbox"/> Installation of new electrical components including fixtures or panels.
Project Cost	<input type="checkbox"/> Project cost is at least \$80,000 CAD (including applicable taxes). Project Cost (CAD): _____
Project Start and End Dates (Start date must be after July 01, 2013)	Project start date (month, year): _____ Project completed date (month, year): _____



Description of project scope demonstrating experience in fit-ups for interior renovation projects which include architectural, mechanical, and electrical works where the Respondent functioned in the role of General or Prime Contractor within the last five years.



ANNEX "C3" - EXPERIENCE CERTIFICATION

We certify that all statements made with regard to the experience and qualifications of the company are accurate and factual, and we are aware that Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the submission being declared non-responsive.

Should verification by the Canada disclose untrue statements, Canada will have the right to treat any resulting selection from this submission as being in default and to nullify the selection.

Failure to include this representation and warranty with the submission by executing the signature block immediately following this paragraph will render the submission non-responsive.

Legal Operating name of the Respondent: _____

Authorized Name (print): _____

Capacity: _____

Phone Number: _____

E-mail Address: _____

Signature: _____

Date: _____