



**RETURN BIDS TO:**

Embassy of Canada  
Laurenzenberg 2  
Vienna, Austria

Attention: Andrea Kostashuk

**REQUEST FOR PROPOSAL (RFP)**

**Proposal to: Embassy of Canada, Department  
of Foreign Affairs, Trade and Development**

We hereby offer to sell to Her Majesty the Queen  
in right of Canada, in accordance with the terms  
and conditions set out herein, referred to herein  
or attached hereto, the goods, services, and  
construction listed herein and on any attached  
sheets at the price(s) set out therefore.

<b>TITLE</b> Air Conditioner Maintenance and Service at the Canadian Embassy in Vienna, Austria	
<b>SOLICITATION NO.</b> VIENN-2014-1482487-TP	<b>DATE</b> JUNE 11, 2014
<b>SOLICITATION CLOSES</b>  On Monday, July 21 2014 at 14:00 hours Austrian Local Time.	
<b>ADDRESS ENQUIRIES TO:</b> TAYISA PETRYSHYN	
<b>TELEPHONE:</b> 613-944-7004	<b>EMAIL:</b> <a href="mailto:TAYISA.PETRYSHYN@INTERNATIONAL.GC.CA">TAYISA.PETRYSHYN@INTERNATIONAL.GC.CA</a>
<b>DESTINATION OF SERVICES</b>  Embassy of Canada Laurenzerberg 2 Vienna, Austria	
<b>VENDOR/FIRM NAME AND ADDRESS</b>  Telephone No.: Facsimile No.:	
<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR</b>	
_____	_____
<b>Signature</b>	<b>Date</b>
Corporate Seal	

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**Foreign Affairs, Trade and Development Canada (DFATD)**

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**RFP No. VIENN-2014-1482487-TP**

**Date: July 21, 2014**

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**Foreign Affairs, Trade and Development Canada (DFATD)**

**PART 1 – INTRODUCTION**

**1. Purpose of this Request for Proposal (RFP)**

The purpose of this RFP is to select a supplier to enter into a contract with DFATD, to provide the services described in the Statement of Work - Appendix "A" attached herein.

**2. Proposed Period of Contract**

The period of the Contract is from date of award for a period of two (2) years.

**2.1 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional periods of one year each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**3. Security Requirements**

Before award of contract, the following security requirements must be met:

3.1 At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult *Security Operations and Personal Safety Division (CSR) and Regional Security Abroad Unit (CSRA)*.

3.2 The Contractor shall NOT remove, without the express written approval of the Project Authority, any **CLASSIFIED and/or PROTECTED** information from the work site, and shall ensure that the Contractor=s personnel are made aware of and comply with this restriction.

3.3 The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.

**4. Work Location**

The services provided by the Contractor shall be performed at the Embassy of Canada, Laurenzerberg 2, Vienna, Austria.

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## 5. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site and arrangements have been made for a tour of the work site. The site visit will take place on **June 25, 2014 at 10:00**, Vienna time, at the Embassy of Canada located at Laurenzerberg 2, Vienna, Austria and bidders must provide their own transportation.

Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation. A maximum of two (2) representatives per bidder will be permitted to examine the site.

## PART 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION

### 1. Terminology

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

### 2. Enquiries - Solicitation Stage

2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.

2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries 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 Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

#### 2.4 Contracting Authority:

Tayisa Petryshyn  
Contracting Specialist  
Department of Foreign Affairs, Trade and Development Canada  
E-mail: Tayisa.Petryshyn@international.gc.ca

### 3. Bidder Improvement to the Requirement during Bid Period

3.1 Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder 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 Bidder will be given consideration provided

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they are received by the Contracting Authority no later than 8 calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

**4. Proposal (bid) Preparation Cost**

The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFATD.

**5. Proposal (Bid) Delivery**

- 5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1.
- 5.2 Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels. Proposal closing date and time should also be indicated on bid envelopes or parcels.
- 5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the address indicated above, on or before the closing date and time specified herein.
- 5.4 **Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.
- 5.5 **Delayed Proposals (bids):** A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFATD, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.
- 5.6 **Late Proposals (bids):** It is DFATD's policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.
- 6. Proposal (bid) Closing Date and Time:**  
In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.
- 7. Validity of Proposal (bid)**  
Any proposal (bid) must remain open for acceptance for a period of not less than ninety (90) days after the closing date of the RFP.
- 8. Rights of Canada**  
Canada reserves the right:
- a. during the evaluation, to submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours' notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
  - b. to reject any or all proposals received in response to this RFP;
  - c. to enter into negotiations with one or more bidders on any or all aspects of its proposal;
  - d. to accept any proposal in whole or in part without prior negotiation;
  - e. to cancel and/or re-issue this RFP at any time;
  - f. to award one or more contracts, if applicable;
  - g. to retain all proposals submitted in response to this RFP;
  - h. not to accept any deviations from the stated terms and conditions;
  - i. to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract; and

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j. not to contract at all.

**9. Incapacity to Contract with Government**

- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- a. Section 121, Frauds upon the Government;
  - b. Section 124, Selling or Purchasing Office;
  - c. Section 418, Selling Defective Stores to her majesty;

- 9.2 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.

**10. Incurring of Cost**

No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Officer 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 aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

**11. Qualifying Joint Venture Bids**

A joint venture, regardless of how it has chosen to structure itself, can only be qualified as an eligible bidder if it is a financially viable legal entity. In joint ventures proposals, only one of the parties must function as the prime contractor and assume full responsibility for the execution of the contract. As such, bidders must identify in their bid who the prime contractor will be.

**12. Definition of Bidder**

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

**13. Price Justification**

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

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

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**PART 3 - PRESENTATION OF PROPOSALS**

**1. Submission of Proposals (bids)**

**PROPOSALS (BIDS) SUBMITTED BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.**

- 1.1 Electronic transmission of your proposal (bids) by such means as facsimile or email is not considered to be practical and therefore will not be accepted.
- 1.2 When responding, the proposal (bids) **MUST** be delivered to the location and by the time and date stipulated herein.
- 1.3 Proposals (bids) submitted in response to this RFP will not be returned with the exception of bids received after the specified date and time stipulated herein which shall be returned unopened to the Bidder and given no further consideration.

**2. Format and Content of Proposals (Bids)**

- 2.1 Proposals (bids) should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate.
- 2.2 **Canada requires that each bid submission include the first page of this RFP signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Part 2, Section 11 Qualifying Joint Venture Bids. The Bidder's signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. If the Bidder fails to submit this signed first page of the RFP with their bid then the Bidder shall be disqualified from the bidding process and be declared non-compliant.**

- 2.3 The proposal (bid) should be structured in separately sealed and bound sections as follows:

Part A: Technical Proposal, three (3) hardcopies.

Part B: Financial Proposal, one (1) hardcopy.

Part C: Certifications, one (1) hardcopy.

**Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.**

- 2.4 Your proposal (bid) should be concise and should address, but not necessarily be limited to the points that are subjected to the mandatory requirements and evaluation criteria identified herein, against which the proposal will be evaluated.

*It is strongly recommended that bidders ensure each of the requirements is addressed in sufficient depth to ensure a fair and complete evaluation of the proposal.*

- 2.5 Only those proposals which fulfill all Mandatory requirements identified in this RFP will be further evaluated based upon the scoring system listed in Appendix "B".
- 2.6 Bidders are advised that only listing experience without providing any supporting information data such as: references, credentials, curriculum vitae, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment,



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and when, where and how such experience was obtained; will not be considered to be “demonstrated” for the purpose of this evaluation.

- 2.7 Proposals must be submitted in either of Canada’s official languages (English or French). Any translations fees required to meet this criterion will be borne by the bidder.

**3. Certifications**

- 3.1 The certifications in Appendix “C” – Certifications, should be completed, signed and submitted with your proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.
- 3.2 Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the contract, to terminate for default.

**4. Financial Proposal**

- 4.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.
- 4.2 Bidders must submit their financial bid in accordance with Appendix “D” – Pricing Schedule.
- 4.3 The price of the bid will be evaluated in European Euros (Euro), Consumption Tax (CT) or Value Added Tax (VAT) excluded, FOB destination, customs duties and excise taxes included.

**6. Basis of Selection – Lowest Cost Per Point**

To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all mandatory technical evaluation criteria; and,
- c) Obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of contract.

Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily be accepted.

The selection of the contractor will be made on the basis of the best overall value to the crown in terms of technical merit and costs, which will be determined by dividing the proposed total costs of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest cost per point.

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**THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY**

Bidder	Quoted Price (excluding taxes)	Total Technical Points	Cost Per Point
Bidder 1	\$75,000.00	78	\$ 961.54 per point
Bidder 2	\$92,000.00	83	\$1,108.44 per point
*Bidder 3	\$81,000.00	88	\$ 920.46 per point

\*In the above scenario, Bidder #3 would be declared the successful bidder.

**6. Bidder Financial Capability**

- 6.1 The Bidder(s) may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by Department of Foreign Affairs (DFATD) is to be provided by the Bidder(s) as soon as reasonably possible.
- 6.2 Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.
- 6.3 In the event that a proposal is found to be non-responsive on the basis that the Bidder(s) is (are) considered NOT to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder(s) by DFATD.

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**PART 4 - GENERAL PROVISIONS OF RESULTING CONTRACT**

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site

[http://www.international.gc.ca/about-a\\_propos/proactive\\_disclosure-divulgarion\\_proactive.aspx?menu\\_id=49&menu=L](http://www.international.gc.ca/about-a_propos/proactive_disclosure-divulgarion_proactive.aspx?menu_id=49&menu=L)

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

In the event of inconsistencies between the wording of Parts 1 to 4 of the Request for Proposal and the appendices attached thereto, the wording of Parts 1 to 4 of the Request for Proposal shall prevail.

The following terms and conditions will form part of any resulting contract:

**1. General Conditions**

General Conditions - Higher Complexity - Services 2035 (2014/03/01) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11>

All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Foreign Affairs, Trade and Development. Also, all references to the Department of Public Works and Government Services Canada should be deleted and replaced with the Department of Foreign Affairs, Trade and Development.

**2. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "A".

**3. Security Requirement**

Refer to Part 1, Clause 3 of this solicitation

**4. Term of Contract**

**4.1 Period of Contract**

The period of the Contract is from [to be filled in by DFATD at contract award] for a period of two years.

**4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional periods of one year each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tayisa Petryshyn

Contracting Specialist

Foreign Affairs, Trade and Development Canada – SPP Division

125 Sussex Dr., Ottawa, Ontario, K1A 0G2

Telephone: (613) 944-7004

E-mail address: [Tayisa.Petryshyn@international.gc.ca](mailto:Tayisa.Petryshyn@international.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 5.2 Project Authority [to be filled in by DFATD at contract award]

The Project Authority for the Contract is:

Name:

Branch

Address

Telephone:

Fax:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative [to be filled in by DFATD at contract award]

Name:

Title:

Telephone:

Fax:

E-mail:

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**6. Payment****6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Appendix B, to the limitation of expenditure specified. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax or Value Added Tax is extra, if applicable.

**6.2 Limitation of Expenditure**

Canada's total liability to the Contractor under the Contract inclusive of any revisions, must not exceed the sum of Euros (to be completed by DFATD upon contract award). Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax or Value Added Tax is extra, if applicable.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**6.3 Consumption Tax or Value Added Tax**

All prices and amounts of money in the Contract are exclusive of Consumption Tax (CT) or Value Added Tax (VAT) as applicable, unless otherwise indicated. The Consumption Tax or Value Added Tax, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated CT or VAT is included in the total estimated cost on page 1 of contract and to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the CT or VAT does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of CT or VAT paid or due.

**6.4 Monthly Payments**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

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**7. Invoicing Instructions**

The Contractor must submit invoices in accordance with the agreed schedule of payments, on its own form and indicate:

- a. the total amount to be paid, according to the basis payment, including a description of services and the fixed hourly rate (Note: taxes are to be kept separate);
- b. date;
- c. the name and address of the recipient;
- d. the description;
- e. contract number or reference

Invoices must be distributed as follows: The original and one (1) copy of each invoice together with supporting documents shall be forwarded to the Project Authority for certification and payment.

**8. SACC Manual Clauses**

The following SACC Manual clauses are hereby included by reference within the contract and can be found at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Reference #	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9068C	2010-01-11	Government Site Regulations
C0710C	2007-11-30	Time and Contract Price Verification

**9. Personnel**

- 9.1 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the contractor.
- 9.2 DFATD reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the contractor shall ensure that personnel are removed from property and replaced with personnel suitable to DFATD.

**10. Applicable Laws**

This contract shall be governed by and construed in accordance with the laws in force in Ontario; provided, however, that the Contractor shall be bound to comply with all local laws, statutes, regulations pertaining to or otherwise affecting his/her performance at the work site.

**11. Government Smoking Policy**

Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

**12. Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**13. Anti-terror**

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited

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by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian *Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.

If the Contractor breaches paragraph above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFATD all unspent funds provided under this Contract.

#### **14. Suitability of Services**

- 14.1 All services rendered may be reviewed within a reasonable time from commencement of the Contract on the basis of quality and adherence to the Project Authority's schedule and standards. Personnel assigned must be capable of performing the Contract at a level of competence deemed acceptable by the Project Authority.
- 14.2 Should personnel be found unsuitable to perform the services, and upon written advice from the Contracting Authority, the Contractor must implement suitable corrective action within five (5) working days after the written notice is received from the Contracting Authority. The proposed replacement must achieve a total weighted candidate score equal or superior to the consultant being replaced. Any cost associated with such replacement will be to the Contractor's own account.

#### **15. Personnel Qualification and Backup**

- 15.1 The Contractor must supply back-up personnel so that in the event of illness or accident of any cause which renders a specific individual unavailable, the individual taskings/responsibilities will be covered within four hours from the time notification is given.
- 15.2 The Contractor undertakes to supply competent back-up staff so that in the event of any cause which renders the personnel unavailable to the assignment for which service was requested, such occurrence does not extend the completion date specified in this Contract unless such extension has been accepted by the Project Authority and incorporated into the Contract in the form of an amendment to the Contract approved by the Contracting Authority.
- 15.3 The Contractor must monitor its employees to ensure satisfactory performance and that progress of the Work is maintained to the satisfaction of the Project Authority. The Contractor representative will meet with the Project Authority as required to discuss the performance of its consultants and to resolve any issues at hand.
- 15.4 All services rendered are subject to evaluation within a reasonable time from commencement on the basis of quality and adherence to the Project Authority's schedule and standards. The Contractor personnel must be capable of performing assignments at a level of competence acceptable by the Project Authority. Should personnel be unsuitable, and upon written notice from the Contracting Authority, the Contractor must provide an immediate replacement(s) or the services may be terminated at no penalty to Canada.
- 15.5 If it is necessary to entirely replace personnel, the Contractor must give at least ten (10) working days notice to in writing to the Contracting Authority, but thirty (30) days would be preferable. The replacement must possess qualifications acceptable to the Project Authority and be approved by the Project Authority prior to replacement. Any replacement will be assigned to the work site specified in the Contract to be determined with the Project Authority for knowledge transfer at the Contractor's

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own expense. The Project Authority reserves the right to interview (at no cost to Canada) the personnel assigned to the Contract.

#### 16. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) 2035 General Conditions - Higher Complexity - Services (2014/03/01);
- c) Appendix "A", Statement of Work;
- d) Appendix "B", Basis of Payment.

#### 17. Insurance

**Before award of a contract, the following conditions must be met. Failure to provide proof when requested by the Contracting Authority will render the bid non-responsive.**

17.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than 3,000,000.00 Euro per accident or occurrence and in the annual aggregate.

17.2 The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

17.3 The Contractor shall provide to DFATD a full certified copy of the Comprehensive general Liability Policy. Such certified copies must be delivered to, and approved by, DFATD, before the Contractor shall be permitted to commence work;



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In lieu of a full certified copy of the Comprehensive general Liability Policy ONLY, a Certificate of Insurance may be accepted by DFATD, at its discretion, if such Certificate specifically confirms that all of the coverage mentioned above are included in the policy coverage; and,

It shall be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, are necessary or advisable, for its own protection and/or fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

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**Appendix A – Statement of Work**

**A/C SYSTEM MAINTENANCE AND SERVICE**

This document describes the scope of work required for the 6-monthly and daily maintenance and service of the A/C system for the Embassy of Canada, Vienna, Austria. There will be an inspection of the A/C system to be carried out 2 (twice) a year in January and July (details of deliverables are listed below under “Inspections include”). The maintenance of the A/C system will be carried out 2 (twice) a year in April and October (details of deliverables are listed below in “Maintenance includes”). A list of equipment to be inspected and maintained is detailed in Appendix E. The system will be checked remotely on a daily basis using the dedicated laptop provided and any recommended, immediate or urgent tasks identified, authorized by the client will be repaired.

**Scope**

The section summarizes the 6-monthly and daily inspection and maintenance checks that must be completed to ensure the air conditioning system functions properly.

The checklist included in Appendix E must be completed and filed to document all regular maintenance and testing.

**Inspections include, but are not limited, to:**

- visual and acoustic testing of installed parts included in the contract with respect to mechanical function and tightness
- checking of the minimum filling level
- checking of the level of contamination of filters and strainers (as long as this is possible without disassembling and emptying the system)
- V-belt wearing test
- preparation of an inspection report
- 

**Maintenance includes, but is not limited, to:**

- thorough inspection of all parts included in the listed equipment, including any work recommended by the suppliers of the equipment
- supply and replacement of V-belts
- supply and replacement of non-renewable air filters
- supply and replacement of wearing parts or consumables such as steam cylinders and regenerating salt, as long as the procurement of material is regulated and agreed upon in the maintenance price
- dry-cleaning of interior and exterior installations, if accessible through inspection doors
- lubrication of bearings, testing and adjustment of control and safety mechanisms, if no special tools and knowledge is required to the extent not otherwise specified in the offer
- preparation of a maintenance report
- 

**Services which are not included in the contract and charged separately include:**

- Services which become necessary as a result of direct or indirect third party interventions.
- Delivery of services which require a repair or overhaul of the equipment, based on the present condition.
- Purchase of material and workshop repairs as well as replacement of defective equipment.

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- Liability for spare parts obtained from a third party. The contractor is responsible to obtain insurance coverage for the parts from the supplier.
- Work and troubleshooting in connection with devices and installations that do not form an integral part of this service contract.
- Elimination of faults in equipment which were caused by external impacts, such as fire,
- explosion, force majeure, or other reasons that cannot be attributed to the contractor or that are beyond his control.
- Any necessary chemical high-pressure cleaning of heating, air conditioning and heat recovery registers (in case of interior soiling) and addition of materials.
- Emptying, filling and ventilation of pipe work and plant systems due to necessary repairs.
- All the services listed above must be ordered separately by the client and costs are charged separately at the present hourly rate as listed in the A/C Service Additional Charges (Appendix C).

**List of equipment to be serviced**

**Cold Air supply:**

Pumps, control valves, servomotor, slanted seat valves, non-return valve, pressure gauge/thermometers, dirt traps, buffer store, reversing valves, compensator, water filters, shut-off elements, expansion vessel

**Fresh air supply:**

Short pocket filter elements, heat recovery, cooling register, heat exchanger, fans, servomotors, louver type flaps, canvas-type connection pieces, belt drives, sound absorber, fire protection flaps, steam moistener (maintenance and inspection)

**Exhaust air supply:**

Short pocket filter elements, louver-type flap, canvas connection piece, belt drive, sound absorber

**Ventilation, heating system:**

Pumps, control valves, servomotor, slanted seat valves, non-return valves, pressure gauge/thermometer, dirt trap

**Fan coils:**

Fan coils, servomotor heating, servomotor air conditioning, shut-off valves

**Fan coil supply system:**

Pumps, control valves, servomotor, slanted heat valves, non-return valves, pressure gauge, thermometers, dirt traps, Cooling units (in the attic of the building)

**Special provisions**

At least two workers of the company must obtain a reliability status (security clearance) in order to perform work in the Embassy. Workers will be escorted by a Canada based staff member for works in the secure areas

**Environmental, and Health & Safety Considerations**

The contractor must respect all applicable health and safety standards at all times, including all prescription by the suppliers of the equipment.

Note: Prior to any maintenance procedures, shut off and lock out electric power to the equipment.

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Note: All oil, refrigerants and other materials being discarded must be disposed of in an environmentally sound manner and their disposition must be recorded.

Note: Use caution when servicing equipment containing refrigerants. In the event of refrigerant leak or spill, follow guidelines provided by the federal government.

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**Appendix “B” – Evaluation Criteria**

**1.0 Evaluation Procedures**

Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the experience requirements as detailed below.

Proposals must provide supporting information in number of years (e.g. month/year) consisting of detailed résumé(s) that clearly describe the degree and nature of the knowledge/ experience possessed by each proposed resource personnel including that of the firm and when and where such experience was acquired.

**2.0 Mandatory Requirements – Bid Closing**

Bidders must provide the necessary documentation to support compliance with the following Mandatory Requirements at bid closing time. Any offer which fails to meet the following mandatory requirements will be deemed non-compliant and will not be given further consideration. Bidders should address each criteria separately:

Mandatory Criteria	Ref Page #	Pass	Fail
<p><b>M1. Certifications and Licensing</b></p> <p><b>Intent:</b> Evaluate the firm’s capacity to operate legally in the local environment.</p> <p><b>Proponent must supply:</b></p> <p>In order to be considered compliant, the Bidder must provide photocopies of the following official certificates or documents:</p> <p>a. Documentation showing authorization to operate as a Mechanical and Electrical Service provider in Austria.</p>			
<p><b>M2. Work Plan and Corporate Structure</b></p> <p><b>Proponent must submit the following information:</b></p> <p>a. Description of the resources of the firm, including types and numbers of equipment and number of human resources;</p> <p>b. Description of Specialist Sub-Contractors who will be used and their resources;</p> <p>c. Description of the how the Bidder intends to approach the work and meet the requirements as set out in the Statement of Work;</p>			

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Mandatory Criteria	Ref Page #	Pass	Fail
<p>d. An organizational chart of the corporation;</p> <p>e. A short description of the roles of key stake-holders assigned to the contract;</p> <p>f.. A description of employee hiring procedures and screening criteria;</p> <p>g. A description of the organization’s continuous learning plan for electrical and mechanical engineers, including both initial and ongoing training;</p> <p>h. A description of the terms and conditions of employment for engineers;</p> <p>i. A description of the company’s investigative procedures following incidents and a 2 year copy of the Health and Safety record.</p> <p><b>This Criterion will be evaluated according to the factors listed below in R1.</b></p>			
<p><b>M3. Corporate Experience</b></p> <p><b>Proponent must supply:</b></p> <p>At least one (1) project completed within the past three (3) years, which demonstrate experience in fulfilling requirements of similar size and scope to that outlined in the Statement of Work attached herein. The response to be provided here can consist of existing material (brochures, corporate profiles, reference letters etc.). To facilitate evaluation, however, information on specific projects <u>must</u> include:</p> <p>a. Title of project and location (city, county);</p> <p>b. Brief description of project scope and schedule;</p> <p>c. Dates of participation in the project;</p> <p>d. Corporate role in the project;</p> <p>e. Awards and brochure material, where appropriate; and</p> <p>f. Client references.</p> <p><b>This Criterion will be evaluated according to the factors listed below in R2.</b></p>			
<p><b>M4. Experience of Personnel</b></p> <p>Submit CVs of key personnel (Senior Management, Contract Manager and Site Engineers). To facilitate evaluation, information submitted for each</p>			

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Mandatory Criteria	Ref Page #	Pass	Fail
<p>individual must include:</p> <p>a. Area(s) of expertise of key individuals being proposed who would be involved with the contract and the role for which they will be responsible;</p> <p>b. Individuals' years of experience;</p> <p>c. Individuals' years with the Proponent entity;</p> <p>d. Responsibilities held, by the individuals, for contracts they have completed;</p> <p>e. Certification and licensing of personnel, as appropriate.</p> <p><b>This Criterion will be evaluated according to the factors listed below in R3.</b></p>			
<p><b>M5. Transition Plan</b></p> <p><b>Proponent must supply:</b></p> <p>a. Plans for obtaining employee police checks and how the company's vetting policy works;</p> <p>b. Planned start and end dates of recruitment; campaigns and recruitment methods, if applicable;</p> <p>c. Planned start and end dates of any company training programs, if applicable;</p> <p>d. Timeline Interrelating All Transition Activities.</p> <p><b>This Criterion will be evaluated according to the factors listed below in R4.</b></p>			

### 3.0 Point Rated Criteria

3.1 Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below. Bidders must receive a minimum overall technical rating score of 70% in order to be further evaluated on the basis of their financial proposal.

3.2 Any bid which fails to obtain the minimum overall technical rating score of 70% will be declared non-compliant. Each point rated technical criterion should be addressed separately.

3.3 The summary of maximum points to be awarded is summarized as follows:

Rated Criterion Number	Title		Maximum Points Available	Minimum Points Required
R1.	Work Plan/ Corporate Structure	A.	20	

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		B.	50	
R2.	Corporate Experience		50	
R3.	Experience of Personnel		90	
R4.	Transition Plan	A.	10	
		B.	10	
		C.	10	
Total			240	

3.4 Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the requirements as detailed below.

3.5 Proposals must provide supporting information in number of years/projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the firm. Supporting information shall include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length and depth of experience. The points will then be totalled.

**Each of the following elements will be rated:**

<p><b>R1. Work Plan and Corporate Structure</b></p> <p><b>Intent:</b> To evaluate the proponent's strategy for delivering the Work.</p> <p>Based on the documents submitted in response to Section M2, Bidder's will be evaluated as per the evaluation</p>	<p><b>20</b></p>	<p>A. Description of the resources of the firm, including types and numbers of equipment and number of human resources.</p>	<p>-Firm with resources and equipment exceeding the requirements outlined in the Statement of Work <b>(20 points)</b>.</p> <p>- Firm with adequate resources and equipment to meet, without difficulty, the requirements outlined in the Statement of Work <b>(15 points)</b>.</p> <p>- Firm with a minimal number of human resources and equipment, to meet the requirements outlined in the Statement of Work <b>(10 points)</b>.</p> <p>- A firm not demonstrating the ability to meet the requirement outlined in the Statement of Work due to lack of resources, either human or physical</p>
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factors listed in the right-hand column.			equipment, shall be awarded a score of <b>zero (0)</b> .
	<b>50</b>	<p>B. Description of how the contractor intends to approach the work and meet the requirements as set out in the statement of work.</p> <p>This proposed approach <u>must</u> include a risk assessment based on the current Health and Safety at Work Act including strategies to mitigate risk.</p>	<p><b>i. Effectiveness</b></p> <ul style="list-style-type: none"> <li>- The proposed approach clearly demonstrates that the requirements outlined in the Statement of Work will be met, and that any resulting contract will be managed efficiently and effectively, beyond expectations <b>(20 points)</b>.</li> <li>- The proposed approach adequately demonstrates that the requirements outlined in the Statement of Work will be met, and that any resulting contract will be managed effectively and efficiently, according to expectations <b>(15 points)</b>.</li> <li>- The proposed approach demonstrates at a minimum that the requirements outlined in the Statement of Work will be met, but the effectiveness and efficiency of the management of any resulting contract is questioned <b>(10 points)</b>.</li> <li>- If the proposed approach does not demonstrate either that the requirements outlined in the Statement of Work will be met or that any resulting contract will be effectively and efficiently managed, the bidder will be awarded a score of <b>zero (0)</b>.</li> </ul> <p><b>ii. Ease of Implementation</b></p> <ul style="list-style-type: none"> <li>- The proposed approach demonstrates an exceptional understanding of the requirements outlined in the Statement of Work and provides exceptionally detailed information on methodology and timelines indicating how these requirements are to be met in an effective and efficient manner <b>(20 points)</b>.</li> <li>- The proposed approach demonstrates an adequate understanding of the requirements outlined in the Statement of Work and provides adequately detailed information on methodology and timelines indicating how these requirements are to be met in an effective and efficient manner</li> </ul>

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			<p><b>(15 points).</b></p> <ul style="list-style-type: none"> <li>- The proposed approach demonstrates an adequate understanding of the requirements outlined in the Statement of Work but provides limited information on methodology and timelines indicating how these requirements are to be met in an effective and efficient manner <b>(10 points)</b>.</li> <li>- If the Bidder's proposed approach does not demonstrate an understanding of the requirement outlined in the Statement of Work and does not provide sufficiently detailed information on proposed methodology and timelines indicating how these requirements are to be met in an effective and efficient manner, the Bidder will be awarded a score of <b>zero (0) points</b>.</li> </ul> <p><b>iii. Clarity and Organization of Proposed Approach.</b></p> <ul style="list-style-type: none"> <li>- <b>10 points</b> will be awarded for a proposed approach that is exceptionally clear and exceptionally easy to navigate.</li> <li>- <b>5 points</b> will be awarded to a proposed approach that is organized adequately, but which requires additional time and effort in order to navigate and locate requested information.</li> <li>- If the approach is altogether lacking of details in requested information, a score of <b>zero (0)</b> will be awarded for clarity.</li> </ul>

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<p><b>R2. Corporate Experience</b></p> <p><b>Intent:</b> Evaluate the Proponent's recent (past 5 years) corporate experience on project(s) of similar size and scope.</p> <p>Based on the information submitted in response to M3 above, bidders will be evaluated according the evaluation factors in the right hand column.</p>	<p><b>50</b></p>	<p><b>A. Project experience</b></p>	<ul style="list-style-type: none"> <li>- Bidder submits two (2) projects of similar size and scope which cover the past ten (10) years <b>(50 points)</b>.</li> <li>- Bidder submits two (2) projects of similar size and scope which covers the past seven (7) years <b>(40 points)</b>.</li> <li>- Bidder submits two (2) projects of similar size and scope which covers the past five (5) years; or</li> <li>- Bidder submits one (1) project of similar size and scope which covers the past ten (10) years <b>(30 points)</b>.</li> <li>- Bidder submits one (1) project of similar size and scope which covers the past five (5) years <b>(20 points)</b>.</li> <li>- Bidder submits one (1) project of similar size and scope which covers the past four (4) years <b>(10 points)</b>.</li> <li>- Bidder submits one (1) project of similar size and scope which covers the past three (3) years <b>(5 points)</b>.</li> </ul> <p>If only one (1) project completed within the past two (2) years or fewer is submitted, the Bidder will receive a score of <b>zero (0)</b> in this section.</p> <p>Note: For the purposes of this evaluation "similar size and scope" refers to the level of effort outlined in the Statement of Work</p>

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<p><b>R3. Experience of Proposed Key Personnel</b></p> <p><b>Intent:</b> To evaluate the recent (five (5) years within the last ten (10)) experience of three (3) key personnel responsible for the account on contracts of similar size and scope. Key personnel includes senior management, the account representative/ contract manager, or supervisors to be assigned to the contract and site engineers.</p> <p>Based on the documentation provided in response to M4, the three (3) key personnel will be evaluated according to the factors in the right hand column.</p> <p>(maximum of 25 points will be awarded for each proposed key personal)</p>	<p><b>90</b></p>	<p>The following personnel shall be evaluated according to the criteria listed in the right-hand column:</p> <p>A. Senior Manager; and/or</p> <p>B. Project/Contract Manager; and/or</p> <p>C. Site Engineer</p>	<p><b>i. Number of years of experience that individuals have had with the proponent entity</b></p> <ul style="list-style-type: none"> <li>- Eleven (11) or more years shall be awarded <b>twenty (20) points</b>.</li> <li>- Between six (6) and (10) years shall be awarded <b>fifteen (15) points</b>.</li> <li>- Three to Five years shall be awarded <b>ten (10) points</b>.</li> <li>- Less than three (3) years shall be awarded <b>zero (0) points</b>.</li> </ul> <p><b>ii. Current Responsibilities</b></p> <p>Current responsibilities of proposed personnel, extremely similar in size and scope to the requirement outlined in the Statement of Work <b>(30 points)</b>.</p> <p>Current responsibilities of proposed personnel, slightly similar in size and scope to the requirement outlined in the Statement of Work <b>(20 points)</b>.</p> <p>Current responsibilities of proposed personnel, dissimilar in size and scope to the requirement outlined in the Statement of Work, but nonetheless demonstrating potential to meet the requirements <b>(10 points)</b>.</p> <p>Current responsibilities of proposed personnel are dissimilar in size and scope to the requirement outlined in the Statement of Work, to such a degree that it is questionable why the resource has been proposed <b>(0 points)</b>.</p> <p>Note: For the purposes of this evaluation “similar size and scope” refers to the level of effort outlined in Statement of Work</p>
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<p><b>R4. Transition Plan</b></p> <p><b>Intent:</b> To evaluate the bidder's plans for the transition the new contract.</p> <p>The documentation submitted in response to M5 above will be evaluated according to the evaluation criteria in the right hand column</p>	<b>10</b>	A. Plans for obtaining employee police clearances	<p>The proposed plan to obtain police clearances for each engineer is well structured and defines an orderly and timely approach to obtaining the clearances beyond expectations <b>(10 points)</b>;</p> <p>The proposed plan to obtain police clearances for each engineer is adequately structured and defines a somewhat timely approach to obtaining the clearances, according to expectations <b>(5 points)</b>;</p> <p>If the bidder fails to provide sufficient evidence that police clearances can be obtained in a timely manner, the Bidder shall be awarded a score of <b>zero (0)</b>.</p>
	<b>10</b>	B. Recruitment Process	<p>The firm's recruitment process is well structured and includes thorough screening techniques and vetting procedures <b>(10 points)</b>;</p> <p>The firm's recruitment process is adequately structured and includes a minimum level of screening techniques and vetting procedures <b>(5 points)</b>;</p> <p>If the bidder fails to provide sufficient evidence of a structured recruitment and vetting process the bidder shall be awarded <b>zero (0) points</b>.</p>
	<b>10</b>	C. Training program timelines	<p>The proposed plan to train each engineer, and supervisor is well structured and defines an orderly and timely approach to providing the necessary training beyond expectations <b>(10 points)</b>;</p> <p>The proposed plan to train each engineer, and supervisor is adequately structured and defines a somewhat timely approach to providing the necessary training, according to expectations <b>(5 points)</b>;</p> <p>If the bidder fails to provide sufficient evidence that training can be provided in a timely manner, the Bidder shall be awarded a score of <b>zero (0)</b>.</p>

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**Appendix “C” – Certifications**

The certifications listed herein should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**1. Certification of Understanding**

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

**2. Certification of Education, Experience and Legal Right to Work in Austria**

We certify that all statements made with regard to the experience and legal right to work in Austria of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Project Authority reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should verification by the Project Authority disclose untrue statements, the Project Authority shall have the right to treat any Contract resulting from this Bid as being in default and to terminate it accordingly.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

**3. Certification of Availability and Status of Personnel**

Certification from the Bidder that all proposed resources will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder's/Contractor's proposal from further consideration.

\_\_\_\_\_

\_\_\_\_\_

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- Signature Bidder/Contractor \_\_\_\_\_ Date \_\_\_\_\_
4. **Certification of Identity or Legal Capacity of Bidder**  
 In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

\_\_\_\_\_  
 Signature Bidder/Contractor \_\_\_\_\_ Date \_\_\_\_\_

5. **Former Public Servant Certification (Canada)**  
 Contracts with former Canadian public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

**Former Public Servant in Receipt of a Pension**

Is the Bidder a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

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**Work Force Reduction Program (Canada)**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** ( ) **NO** ( )

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

**6. Federal Contractors Program - \$200,000 or more**

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:



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The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature Bidder/Contractor

\_\_\_\_\_  
Date

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**Appendix “D” – Financial Proposal**

- 1.1 Bidders shall quote in Euros (Euro), firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. VAT must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.
- 1.2 The firm prices/rates are all inclusive and must include cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable. All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included in the firm monthly rates identified hereunder and will not be permitted as direct charges.
- 1.3 The Bidder shall not penalize, reduce or eliminate social, financial or medical benefits obtained by their proposed security personnel including but not limited to minimum wages, allowances, pension contributions, medical insurance coverage such as dental, health, etc., in order to be awarded the contract.
- 1.4 Travel and Living Expenses will not be paid for any part of this contract including any relocation required to satisfy the terms of the contract.
- 1.5 The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada’s actual usage may be higher or lower.

**SECTION 1: INITIAL CONTRACT PERIOD (24 MONTHS)**

During the period of the initial Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

<b>PRICING SCHEDULE 1 – CONTRACT PERIOD (24 Months)</b>					
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate	Estimated No. of Total Hours per Resource	Sub Total
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D = A x B x C</b>
1	Service Engineer	1	_____ Euro		_____ Euro
2	Helper	1	_____ Euro		_____ Euro
	Month of Service	No. of visits	Maintenance/Inspection	Remote System Verification	Sub Total
		<b>E</b>	<b>F</b>	<b>G</b>	<b>H = (E*F) + G</b>
3	April (maintenance)	2	_____ Euro	_____ Euro	_____ Euro
4	January (inspection)	2	_____ Euro	_____ Euro	_____ Euro

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5	October (maintenance)	2	_____ Euro	_____ Euro	_____ Euro
6	July (inspection)	2	_____ Euro	_____ Euro	_____ Euro
<b>Pricing Schedule 1 Total (VAT excluded): D + H</b>					_____ Euro

**SECTION 2: OPTION PERIOD ONE (12 month period)**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

<b>PRICING SCHEDULE 2 – OPTION PERIOD ONE</b>					
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate	Estimated No. of Total Hours per Resource	Sub Total
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D = A x B x C</b>
1	Service Engineer	1	_____ Euro		_____ Euro
2	Helper	1	_____ Euro		_____ Euro
	Month of Service	No. of visits	Maintenance/Inspection	Remote System Verification	Sub Total
		<b>E</b>	<b>F</b>	<b>G</b>	<b>H = (E*F) + G</b>
3	April (maintenance)	1	_____ Euro	_____ Euro	_____ Euro
4	January (inspection)	1	_____ Euro	_____ Euro	_____ Euro
5	October (maintenance)	1	_____ Euro	_____ Euro	_____ Euro
6	July (inspection)	1	_____ Euro	_____ Euro	_____ Euro
<b>Pricing Schedule 2 Total (VAT excluded): D +H</b>					_____ Euro

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**SECTION 3: OPTION PERIOD TWO (12 month period)**

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

<b>PRICING SCHEDULE 3 – OPTION PERIOD TWO</b>					
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate	Estimated No. of Total Hours per Resource	Sub Total
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D = A x B x C</b>
1	Service Engineer	1	_____ Euro		_____ Euro
2	Helper	1	_____ Euro		_____ Euro
	Month of Service	No. of visits	Maintenance/Inspection	Remote System Verification	Sub Total
		<b>E</b>	<b>F</b>	<b>G</b>	<b>H = (E*F) + G</b>
3	April (maintenance)	1	_____ Euro	_____ Euro	_____ Euro
4	January (inspection)	1	_____ Euro	_____ Euro	_____ Euro
5	October (maintenance)	1	_____ Euro	_____ Euro	_____ Euro
6	July (inspection)	1	_____ Euro	_____ Euro	_____ Euro
<b>Pricing Schedule 3 Total (VAT excluded): D +H</b>					_____ Euro

**SECTION 4: SUMMARY PRICING SCHEDULE**

<b>SUMMARY PRICING SCHEDULE</b>	
Total Evaluated Price (Sum of Schedules 1, 2 and 3) = (VAT excluded)	_____ Euro

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**Appendix "E" – List of Equipment To Be Serviced**

**Lüftungsanlage 1-7 /  
 Mechanical Rooms 1-7**

					April	July	Oct	Jan
					Maint	Inspection	Maint	Inspect
Anlagenteil	Equipment	Fabrikat / Make	Anzahl / Quantity	Type				
<b>Zuluft / Fresh Air Supply</b>	Kurztaschnefilterteil	filters	14		x	x	x	x
	Wärmerückgewinnung	heat recovery	7		x		x	
	Kühlregister	cooling register	7		x	x	x	
	Wärmetauscher	heat exchange	7		x	x	x	
	Ventilator	fans	7		x	x	x	x
	Stellmotor 24 Volt Heizung	servomotors heating	7		x		x	
	Stellmotor 24 Volt Kühlung	servomotors cooling	7		x		x	
	Jalousieklappe	flaps	14		x		x	
	Segeltuchschutzen	connection pieces	14		x		x	
	Riementrieb	belts	14	106-2-SPZ	x	x	x	x
	Schalldämpfer	dampers	7		x			
	Brandschutzklappe	fire protection flaps	25		x			
	Dampbefeuchtung Wartung	humidifiers service	7		x		x	
	Dampbefeuchtung Inspektion	humidifiers inspection	7			x		x
<b>Abluft / Exhaust Air Supply</b>	Kurztaschnefilterteil	filters	14		x	x	x	x
	Ventilator	fans	7		x	x	x	x
	Jalousieklappe	flaps	14		x		x	
	Segeltuchschutzen	connection pieces	14		x		x	
	Riementrieb	belts	14	106-2-SPZ	x	x	x	x
	Schalldämpfer	dampers	7		x			
<b>System / Ventilatio</b>	Pumpe	pumps	14	Wilo	x	x		x
	Reguliventil	control valves	14	Herz	x	x		x
	Stellmoto	servomotors	7		x	x		x

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	Schrägsitzventil	slanted seat valves		35		x			x
	Rückschlagventil	non-return valves		21		x			x
	Manometer / Thermometer	Pressure gauge		42		x			
	Manometer	thermometer							
	Schmutzfänger	Dirt traps		7		x		x	

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						April	July	Oct	Jan
						Maint	Inspect	Maint	Inspect
Anlagenteil		Equipment	Fabrikat / Make	Anzahl / Quantity	Type				
Fan - Coil / Fan Coils	Fan - Coil	fan coil	Waema	164		x	x	x	
	Stellmotor Heizung	servomotors , heating		164		x		x	
	Stellmotor Klima	servomotors , air conditioning		164		x		x	
	Absperrventile	shut –off valves		656		x		x	
Fan Coil Versorgung / Fan Coil Supply	Pumpe pumps	pumps	Wilco	2	IPN 50/22 4-1.5 Z4	x	x	x	x
	Regulierventil	control valves	Herz	2		x	x	x	x
	Stellmotor	servo motor	Steaffa	1		x	x	x	x
	Schrägsitzventil	slanted seat valve	Herz	5		x		x	
	Rückschlagventil	non return valve		3		x	x	x	
	Manometer / Thermometer	pressure gauge/ thermometer		6		x		x	
	Schmutzfänger	dirt trap		1		x		x	
Kälteanlage / Cooling unit	Wartung	service	Trane	1	CGC D 109 E	x		x	
	Inspektion	inspection					x		x
	Inspektion inkl. Druckprobe gemäß § 17	Inspection Incl. tightness check according to § 17				x		x	
	Wartung	service	Trane	1	CGC E 102 E	x		x	
	Inspektion	inspection					x		x
	Inspektion inkl. Druckprobe gemäß § 17	Inspection Incl. tightness check according to				x		x	

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					April	July	Oct	Jan	
Anlagenteil	Equipment	Fabrikat / Make	Anzahl / Quantity	Type	Maint	Inspect	Maint	Inspect	
Kälteversorgung / Cold Air Supply	Pumpe		9	IPN 40 bis 80	x	x	x	x	
		pumps							
	Regulierventil	control valve	7		x	x	x	x	
	Stellmotor	servomotors	7		x	x	x	x	
	Schrägsitzventil	slanted seat valves			x		x		
	Rückschlagventil	non-return valve			x		x		
	Manometer / Thermometer	pressure gauge/ thermometer			x		x		
	Schmutzfänger	dirt traps	3	DN 40 bis 80	x		x		
	Pufferspeicher	buffer store	1	1500 Liter	x	x	x	x	
	Umschaltventil	reversing valve	1	DN 125	x		x	x	
	Kompensator	compensator	22	DN 65 DN125	x		x	x	
	Schmutzfänger	dirt trap	1	DN 125	x		x		
	Wasserfilter	water filter	HL	1	DN 125	x		x	
	Absperrorgane	shut off elements		40	DN 65 bis DN 125	x		x	
ADG	boiler	PND	1	80 Liter	x	x	x	x	
Begleitheizung	frost-protection heating equipment		1		x		x		