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**Request for Proposals (RFP)**

Performance of the Work described in  
the Statement of Work of the draft  
contract

<b>TITLE</b> Life Safety and Mechanical Building Maintenance Services at the High Commission of Canada, Canberra	
<b>SOLICITATION NUMBER</b> 16-108791	<b>DATE</b> 2019-05-17
<b>PROPOSAL DELIVERY</b>  In order for the proposal to be valid and accepted, it must be received no later than 10:00 AM on July 02, 2019(as per Ottawa, Ontario) referred as the "Closing Date".  Only electronic copies will be accepted and received at the following e-mail address:  internationalproposals@international.gc.ca  Solicitation #:16-108791	
<b>Offer to: Foreign Affairs, Trade and Development Canada</b>  <b>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 therefor.</b>  <b>Name and title of person authorized to sign on behalf of the supplier:</b>  _____  _____  <b>Signature</b> _____ <b>Date</b> _____	



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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The bid solicitation is divided into five (5) parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, and Attachment 1 to Part 4 includes the Evaluation criteria.

The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Insurance Requirements (Annex C), and Security Requirements Check List (Annex D).

### **1.2 SUMMARY**

- 1.2.1** The purpose of this RFP is to select a supplier to enter into a contract with the High Commission of Canada in Canberra, Australia, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide Facilities Maintenance services as described in the Statement of Work (Annex A).
- 1.2.2** The Work is to be performed from the contract award date (tentatively set for August 1, 2019 for a period of two years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three additional one year irrevocable option periods under the same terms and conditions.
- 1.2.3** There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.4** The requirement is subject to the provisions of the:
  - a) North American Free Trade Agreement (NAFTA)
  - b) Canadian Free Trade Agreement (CFTA)
  - c) Canada - Chile Free Trade Agreement (CCFTA)
  - d) Canada - Columbia Free Trade Agreement
  - e) Canada - Korea Free Trade Agreement
  - f) Canada - Honduras Free Trade Agreement
  - g) Canada - Panama Free Trade Agreement
  - h) Canada - Peru Free Trade Agreement (CPFTA)
  - i) Canada - Ukraine free Trade Agreement (CUFTA)
  - j) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)



### **1.3 CONTRACT DOCUMENTS**

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

### **1.4 INTERPRETATION**

In this document, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work.

"Bid" or "proposal" is an offer to provide services or supply goods as a result of a solicitation. .

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal 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.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

### 2.2 REFERENCE CLAUSES

**2.2.1** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

**2.2.3** This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

**In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.**

**NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.**

### 2.3 STANDARD INSTRUCTIONS

**2.3.1** The [2003](#) (2018-05-22) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), are incorporated by reference into and form part of the bid solicitation.

**2.3.2** Except in the case of “PWGSC’s Integrity Database”, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “**Foreign Affairs, Trade and Development Canada**” or “**DFATD**”; all references to facsimile number of “**819-997-9776**” are deleted; all references to “**Canada Post epost Connect service**” are deleted; and the words “Contracting Authority” are to be substituted to read “**Canada’s Representative**”.

**2.3.3 Subsection 05 (2018-05-22) Submission of Bids**, paragraph 4 is amended as follows:  
**Delete:** sixty (60)  
**Insert:** one hundred and twenty (120)

#### **2.3.4 Subsection 06 (2018-05-22) Late Bids**

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested,

unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 2.3.5

#### **2.3.5 Subsection 07 (2018-05-22) Delayed Bids**

This subsection is deleted in its entirety and is hereby replaced by the following:

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 Canada, after the proposal (bid) has been received at the location stipulated on page one (1).



### 2.3.6 **Subsection 08 (2018-05-22) Transmission by Facsimile or by epost connect**

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

## 2.4 **SUBMISSION OF PROPOSALS**

2.4.1 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy on Green Procurement** (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

2.4.2 Proposals must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

2.4.3 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- Minimum type face of 10 points.
- All material should be formatted to print on 8.5" x 11" or A4 paper.
- For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

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

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

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

**It is strongly recommended** that Bidders confirm with Canada's Representative that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

2.4.4 Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in



accordance with section 17 Joint Venture, of 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*.

- 2.4.5** It is the Bidder's responsibility to:
- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - prepare its proposal in accordance with the instructions contained in the RFP;
  - submit by closing date and time a complete proposal;
  - send its bid only to the address specified on page 1 of the bid solicitation;
  - ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
  - provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.6** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals 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), and other applicable law.
- 2.4.7** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8** A proposal cannot be assigned or transferred in whole or in part.

## **2.5 BIDDERS CONFERENCE – MANDATORY**

It is mandatory that the Bidder or a representative of the Bidder attend the conference. The conference will be held at the High Commission of Canada, Canberra ACT 2600, Australia, May 29, 2019 and will begin at 10:00 AM local time, in Canberra.

Bidders are requested to confirm their attendance with Canada's Representative no later than two (2) working days before the conference and provide the names of the person(s) who will attend. 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 proposal will be rejected as non-compliant. Any clarifications or changes to the RFP resulting from the conference will be included as an amendment to this RFP.

Please note, any travel and other costs associated with attending a bidders' conference form part of "Bid Costs" as per 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.

## **2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS**

- 2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than seven (7) days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.6.2** Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as





"proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

- 2.6.3** Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. 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. Canada reserves the right to accept or reject any or all suggestions.

## **2.7 APPLICABLE LAWS**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **2.8 ENTIRE REQUIREMENT**

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

## **2.9 DEBRIEFINGS**

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

## **2.10 CHALLENGES**

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

## **2.11 NO PROMOTION OF BIDDERS INTEREST**

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

## **2.12 LEGAL CAPACITY**

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.



## 2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Proposal  
Section II: Financial Proposal  
Section III: Certifications  
Section IV: Additional Information

**Please note:** bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

### 3.2 TECHNICAL PROPOSAL INSTRUCTIONS

**Section I:** to be labeled “**Technical Proposal**”;

This section should not exceed 60 pages. Material exceeding the 60 page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60 page limit.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### 3.3 FINANCIAL PROPOSAL INSTRUCTIONS

**Section II:** to be labeled “**Financial Proposal**”;

Bidders must submit their Financial Proposal in accordance with Annex B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal should appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Annex B – Basis of Payment are strictly for evaluation purposes and are not a guarantee under the contract.**

### 3.4 CERTIFICATIONS

**Section III:** to be labeled “**Certifications**”;

Bidders must submit the certifications required under Attachment 1 to Part 3.

### 3.5 INSURANCE REQUIREMENTS

Section IV: Additional Information



The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, 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.



## ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

### A1. CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

#### A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### A2.2. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.



### **A2.3. STATUS AND AVAILABILITY OF RESOURCES**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise Canada's Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **A2.4. EDUCATION AND EXPERIENCE**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### **A2.5. FORMER PUBLIC SERVANT**

Contracts awarded to former 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **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 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**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )  
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**WORK FORCE ADJUSTMENT DIRECTIVE**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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 Applicable Taxes.

**CERTIFICATION STATEMENT**

By completing, signing and submitting this attachment, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

\_\_\_\_\_  
**Name & Signature of Authorized Individual**

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



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 EVALUATION AND SELECTION**

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 If the Bidder is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

### **4.2 TECHNICAL EVALUATION**

Mandatory and point-rated technical evaluation criteria are included in Attachment 1 to Part 4.

### **4.3 FINANCIAL EVALUATION**

#### **4.3.1 Mandatory Financial Criteria**

SACC Manual Clause [A0222T](#) (2014-06-26), "Evaluation of Price"

### **4.4 BASIS OF SELECTION – LOWEST PRICE PER POINT**

1. 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 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.





## ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

### 1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

Mandatory Technical Criteria			
N°	Mandatory Technical Criteria	Page #	Met (Yes/No)
M1	<p><b>Corporate Experience</b></p> <p>The Bidder must have completed a minimum of three projects within the last ten years from the bid closing date in providing maintenance services of similar size and scope to the requirement defined in Annex A Statement of Work.</p> <p>Services of similar size and scope are defined as follows:</p> <p>(a) a minimum period of twelve (12) consecutive months in duration;</p> <p>(b) delivered in an international organization, diplomatic mission or private company.</p> <p>The following information must be provided for each project:</p> <ul style="list-style-type: none"> <li>i. title of project;</li> <li>ii. location (city and country);</li> <li>iii. brief description of project scope, schedule, and responsibilities;</li> <li>iv. start and end dates of the project (month and year).</li> </ul>		
M2	<p><b>Licensing</b></p> <p>The Bidder must be fully licensed to provide HVAC Maintenance services in the greater Canberra region.</p> <p>The Bidder must provide copies of the trade certificates for two proposed resources in each of the following resource categories:</p> <ul style="list-style-type: none"> <li>i. Fire contractors;</li> <li>ii. Water treatment contractors;</li> <li>iii. Air Conditioning contractors;</li> <li>iv. Controls (BMS- Delta) contractors; and</li> <li>v. Contractors for the elevator.</li> </ul>		



## 2.0 Point-Rated Technical Criteria

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated.

Bidders must obtain the required minimum of 30 of the 50 points available in order to be evaluated on the basis of their financial proposal.

Any bid which fails to obtain the required minimum will be declared non-compliant. Each point rated technical criterion must be addressed separately.

Point rated technical criteria				
N°	Rated criterion	Page #	Points Allocation	Maximum
R1	<p><b>Organization and Management</b></p> <p>The Bidder should describe its strategy and approach to team organization, management and capacity to ensure that it will maintain the appropriately trained competent personnel to fulfill the requirements in Annex A Statement of Work.</p> <p>The Bidder must demonstrate this experience by providing the following information:</p> <ol style="list-style-type: none"> <li>i. The name of one proposed resource per resource category, the resource's title, and a description of their responsibilities under the Contract;</li> <li>ii. An organizational chart which shows the team's organization and outlines who is responsible for management and oversight; and</li> <li>iii. A description of how the Bidder will provide additional resources for as-and-when-requested services.</li> </ol>		<p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• Response addresses none of the three elements in sufficient detail: <b>0 points</b></li> <li>• Response addresses one of the three elements in sufficient detail: <b>5 points</b></li> <li>• Response addresses two of the three elements in sufficient detail: <b>10 points</b></li> <li>• Response addresses all three of the three elements in sufficient detail: <b>15 points</b></li> </ul>	<b>15</b>



<b>Point rated technical criteria</b>				
<b>N°</b>	<b>Rated criterion</b>	<b>Page #</b>	<b>Points Allocation</b>	<b>Maximum</b>
<b>R2</b>	<p><b>Work Plan</b></p> <p>The bidder should provide a work plan which includes the following elements:</p> <ul style="list-style-type: none"><li>i. Maintenance schedule;</li><li>ii. Different phases of the maintenance plan; and</li><li>iii. All the tasks to be performed during each phase of the maintenance plan.</li></ul>		<p>Points will be allocated as follows:</p> <ul style="list-style-type: none"><li>• Response addresses none of the three elements in sufficient detail: <b>0 points</b></li><li>• Response addresses one of the three elements in sufficient detail: <b>5 points</b></li><li>• Response addresses two of the three elements in sufficient detail: <b>10 points</b></li><li>• Response addresses all three of the three elements in sufficient detail: <b>15 points</b></li></ul>	<b>15</b>



<b>Point rated technical criteria</b>				
<b>N°</b>	<b>Rated criterion</b>	<b>Page #</b>	<b>Points Allocation</b>	<b>Maximum</b>
<b>R3</b>	<p><b>Incident Management</b></p> <p>The Bidder should describe its approach to incident management.</p> <p>The Bidder must describe its approach by providing the following information:</p> <ul style="list-style-type: none"> <li>i. A description of how incidents will be identified;</li> <li>ii. A description of how it will respond to and resolve incidents once they are identified;</li> <li>iii. A description of how it will monitor the progress of responses to incidents; and</li> <li>iv. A description of how incidents will be reported.</li> </ul>		<p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> <li>• Response addresses none of the four elements in sufficient detail: <b>0 points</b></li> <li>• Response addresses one of the four elements in sufficient detail: <b>5 points</b></li> <li>• Response addresses two of the four elements in sufficient detail: <b>10 points</b></li> <li>• Response addresses three of the four elements in sufficient detail: <b>15 points</b></li> <li>• Response addresses all four of the four elements in sufficient detail: <b>20 points</b></li> </ul>	<b>20</b>
	<b>Minimum score required:</b>			<b>30</b>
<b>Maximum points available:</b>			<b>50</b>	
<b>Bidder's score:</b>				



## **PART 5 - RESULTING CONTRACT CLAUSES**

### **5.1 DEFINITIONS**

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal 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.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



## 5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- a) Articles of Agreement;
- b) General Conditions 2035 (2018-06-21);
- c) Statement of Work (Annex A);
- d) Basis of Payment (Annex B);
- e) Insurance Requirements (Annex C);
- f) Security Requirements Check List (Annex D);

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

## 5.3 AUTHORITIES AND COMMUNICATION

### 5.3.1 Canada's Representative

Canada's Representative for this Contract is: *(inserted at Contract award)*

Name: Mathew Star  
Title: Procurement Officer  
Department of Foreign Affairs, Trade and Development  
Directorate: Mission Procurement Operations  
Address: 200 Promenade du Portage, Gatineau, QC  
Telephone:  
E-mail address:

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.

### 5.3.2 Project Authority

The Project Authority for this Contract is: *(inserted at Contract award)*

Name:  
Title:  
Department of Foreign Affairs, Trade and Development  
Directorate:  
Address:  
Telephone:  
E-mail address:

The Project Authority is the representative of the department 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 Canada's Representative.



### 5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

### 5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 anyone other than Canada's Representative.

### 5.3.5 Contractor's Representative

The Contractor's Representative is: *(inserted at Contract award)*

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

### 5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

### 5.3.7 Assignment

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

## 5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 5.5 GENERAL CONDITIONS

2035 (2018-06-21), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.



## **5.6 ENTIRE AGREEMENT**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

## **5.7 APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

## **5.8 NUMBER AND GENDER**

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

## **5.9 POWERS OF CANADA / STATE IMMUNITY**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

## **5.10 TIME OF THE ESSENCE**

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

## **5.11 EXCUSABLE DELAY**

**5.11.1** A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

**5.11.2** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

**5.11.3** However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.





**5.11.4** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

## **5.12 SEVERABILITY**

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

## **5.13 SUCCESSORS AND ASSIGNS**

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

## **5.14 SURVIVAL**

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

## **5.15 PERFORMANCE OF THE WORK**

### **5.15.1 Description of Work**

The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.

### **5.15.2 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive (*inserted at Contract award*).

### **5.15.3 Option to Extend the Contract**

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three additional one-year option period(s) 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.

### **5.15.4 Exercise of Option to Extend**

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 Days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.



### **5.15.5 Independent Contractor**

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

### **5.15.6 Conduct**

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

### **5.15.7 Time**

For the purposes of this Contract, a full day of Work is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.

If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.

### **5.15.8 Overtime – Fixed Time Rate**

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Canada's Representative. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be paid in accordance with Annex B – Basis of Payment.

### **5.15.9 Assigned Individuals**

If specific individuals are identified in Annex A to perform the Work,

- a. the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- b. the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- c. the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

### **5.15.10 Resources**

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada 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 Canada.

#### 5.15.11 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### 5.15.12 Compliance with Local Law

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Canberra, Australia..

#### 5.15.13 Inspection and Acceptance

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### 5.15.14 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

- 5.15.14.1** 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 with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).
- 5.15.14.2** 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.
- 5.15.14.3** If the **Contractor** breaches Sub-paragraph (1) 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



### 5.15.15 Green Procurement

**5.15.15.1** The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

**5.15.15.2** The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

### 5.16 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.

### 5.17 PAYMENT TERMS

#### 5.17.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

#### 5.17.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*inserted at Contract award*). Customs duties are excluded and Applicable Taxes are extra.

No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
  - two (2) months before the end of the Period of the Contract, or
  - as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

#### 5.17.3 Method of Payment – 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.

#### **5.17.4 Audit**

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

#### **5.17.5 Invoicing Instructions**

##### **5.17.5.1** The Contractor must ensure that each invoice it provides to Canada

- a. is submitted in the Contractor's name;
- b. is submitted each month do so for each delivery or shipment;
- c. only applies to the Contract;
- d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- f. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

##### **5.17.5.2** By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

#### **5.17.6 Discrepancies**

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2018-06-21) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.

#### **5.17.7 Termination Payments**

If a termination for convenience notice is given pursuant to section 30 of 2035 (2018-06-21) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

#### **5.17.8 Remittance to appropriate tax authority**

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.



## **5.18 SUSPENSION AND INFRACTION**

### **5.18.1 Suspension of the Work**

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

### **5.18.2 Infraction**

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.

## **5.19 INSURANCE TERMS**

### **5.19.1 Specific Insurance Requirement**

- 5.19.1.1** The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 5.19.1.2** The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 5.19.1.3** The Contractor must forward to Canada's Representative within 10 Days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by Canada's Representative, forward to Canada a certified true copy of all applicable insurance policies.



## 5.20 GOVERNANCE AND ETHICS

### 5.20.1 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

### 5.20.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

### 5.20.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor



acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

## **5.21 DISPUTE RESOLUTION**

### **5.21.1 Discussion and Negotiation**

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

### **5.21.2 Procurement Ombudsman**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act, S.C. 1996, c. 16 (as amended), will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).





## ANNEX A – STATEMENT OF WORK

### 1 Title:

Life Safety and Mechanical Building Maintenance Services at the High Commission of Canada, Canberra

### 1.1 Objective of the Work:

To provide code compliant inspection, preventative maintenance and repair servicing the building life safety and of the following mechanical systems at the High Commission of Canada, Canberra, ACT:

- i. Fire Alarm
- ii. Fire Suppression
- iii. Elevators
- iv. HVAC
- v. Building Management System
- vi. Electrical

### 1.2 Scope of Work:

This Statement of Work (SOW) sets out the Work that the Contractor must perform and reflects the Department of Foreign Affairs, Trade and Development Canada's (DFATD) current requirements for an all-inclusive Life Safety and Mechanical Building Maintenance Services contract.

Maintenance services are to include Level 1 Code Compliant inspection and testing (based on the more stringent of Australian and Canadian code requirements) and Level 2 Life Cycle maintenance (preventative and repair).

The Contractor must provide these services including all labour, supervision, material, consumables, transportation, tools and equipment within all office, representational and utility spaces, recreational facilities and lobbies at the High Commission of Canada, Commonwealth Avenue, Canberra, ACT Australia as detailed herein and is exempt only from those items that are specifically noted.

The Contractor must act diligently, efficiently, in good faith and in accordance with the standards applicable to a prudent owner in performing all services and obligations required under the Contract.

While professionally performing all services, the Contractor must:

- a) provide optimum management of the building mechanical systems;
- b) maintain the mechanical systems in good condition;
- c) promote the use of best real estate and industry management practices;
- d) safeguard the buildings and related systems;
- e) conform to all Canadian or local legislation and regulations and meet the most stringent requirements, where concurrent laws, codes and regulations apply;
- f) minimize costs and maximize DFATD's net return to the greatest extent possible within their unique mandate; and
- g) operate within the terms and conditions set out in this SOW and Contract.



DFATD views maintenance management as a cornerstone of its operational philosophy. A comprehensive maintenance management program has many benefits, including:

- a) contributing to a productive work environment for occupants
- b) increasing reliability of buildings and equipment
- c) extending equipment life
- d) reducing maintenance and repair costs
- e) ensuring maintenance is carried out as intended by designers and manufacturers
- f) reducing energy consumption by enabling equipment to operate under optimal conditions
- g) enabling building and equipment performance analysis
- h) ensuring maintenance adheres to safety, health and environmental standards mandated by applicable legislation
- i) optimizing useful life and operational performance at minimum life cycle cost
- j) enabling effective decision making by providing necessary and sufficient information

The life cycle program consists of all the maintenance and/or service activities that are implemented throughout the life cycle of a structure, system or equipment. For DFATD facilities, life cycle maintenance (Level 2) is the standard level of maintenance. Level 2 includes all of the mandated activities (Level 1), plus a comprehensive preventative maintenance program that involves scheduled servicing, inspections, adjustments, filter changes, lubrication, consumables and other relevant activities that are intended to extend the useful service life of a building's structure, system or equipment.

The maintenance regime must also meet the maintenance requirements specified by the manufacturers, American Society of Heating and Refrigeration Engineers ([ASHRAE](#)) and the Australian Institute of Refrigeration, Air Conditioning and Heating ([AIRAH](#)).

## 2 Scope of Services

The Contractor must ensure the operational capability of all buildings at all times. In managing the maintenance of facilities the Contractor must adhere to all safety, health and environmental laws, codes and regulations; meet the most stringent requirements, where concurrent laws, codes and regulations apply; and adhere to DFATD's real property guidelines and policies, which may be amended from time to time.

- a) ensure occupant satisfaction, support occupants' operations and meet their requirements for reliability;
- b) ensure a productive work environment;
- c) protect building integrity;
- d) comply with warranty requirements;
- e) optimize the useful life and operational performance of building, plant, systems and equipment at minimum lifecycle cost; and
- f) enable effective decision making on maintenance activities, repairs and replacements.

### 2.1 The Contractor must implement a comprehensive preventive maintenance program that incorporates best industry practices and, to this end, must:

- a) assemble and maintain an inventory of equipment and systems (including water treatment) that require inspection, testing and servicing (according to Canadian and Australian codes and/or manufacturer recommendations);
- b) establish and maintain preventive maintenance checklists that detail the various inspection tasks, maintenance routines and frequencies based on legislated requirements, occupant operational requirements, manufacturers' recommendations, age, condition and history of equipment and other relevant factors;
- c) plan and schedule inspections, testing and related maintenance activities;



- d) inspect and maintain equipment and systems, correct minor deficiencies, schedule and implement maintenance and minor repairs (as identified by the Department during inspections, and record and retain associated maintenance and repair records);
- e) identify, report and resolve quality issues;
- f) provide associated performance data based on planned activities not performed on schedule;
- g) prepare and analyze preventive maintenance logs and reports;
- h) utilize a computer-based building monitoring system to manage the buildings' electrical and mechanical equipment;
- i) provide DFATD property staff access to monitor the building monitoring system(s);
- j) analyze building systems and equipment failures;
- k) identify equipment and systems approaching the end of their useful lives;
- l) identify performance of different types and makes of equipment, and make comparisons and recommendations on which equipment provides best overall life cycle value; and
- m) evaluate and fine-tune the preventive maintenance program annually.

**2.2** The Contractor must:

- a) schedule and coordinate maintenance activities to achieve the least disruption to occupant operations;
- b) provide an annual scheduling calendar to the Project Authority within two weeks of Contract award for the upcoming year;
- c) provide a minimum of two weeks advance notice to the Project Authority and occupants of any proposed shutdowns and other Work that may disrupt operations, to allow time for contingency planning; and
- d) plan and coordinate Work to minimize the number of shutdowns and disruptions.

**2.3** With respect to maintenance mandated by legislation, the Contractor must:

- a) review DFATD's mandated preventive maintenance checklists;
- b) ensure legislated maintenance tasks/log books are up to date;
- c) make modifications to meet health, safety and environmental legislation;
- d) use preventive maintenance checklists as modified;
- e) identify, report and resolve quality issues; and
- f) provide associated performance data based on planned maintenance activities not performed on schedule, together with justification.

**2.4 Chancery Building Commonwealth Avenue**

The Chancery has a floor space of approximately 1300 m<sup>2</sup>. The space is divided over three floors and includes the garages and the guard hut at the Forster Cress entry.

The Contractor will complete an analysis of Australian legislative requirements and DFATD maintenance frequency chart and will apply the more stringent of the two. The following is a *general* outline of the systems and frequency. The Contractor must develop their own maintenance schedule based on the above analysis for the following building systems:

1. Fire alarm and smoke detection maintenance;
  - Monthly testing of fire panel and alarm bells, quarterly testing of fire doors and annual testing of smoke and thermal detectors
2. Delta building management system;
  - Annual testing of sensors and Building Management System (BMS) front end
3. Water treatment services;
  - Monthly testing and dosing of the hot and cold water closed loop systems.



4. Lift maintenance;
  - Monthly and annual service package of the Otis hydraulic lift
5. Portable firefighting equipment;
  - Testing of approximately 40 portable fire extinguishers and 2 hose stands
6. 16 Water cooled packaged heat pumps
  - Annual service package as per manufacturers' specifications which may include monthly physical checks and filter cleaning, check oil level and oil temperature, drain pan condition, inspect coils and clean as required.
7. 4 Reverse cycle packages (two main building/2 guard house)
  - Annual service package as per manufacturers' specifications including monthly physical checks and filter cleaning
8. Boiler
  - Monthly check for water and gas leakage (rectify promptly), Check burner operation.
  - Annual service package as per manufacturers' specifications
9. Hot and cold water loop pumps
  - service package as per manufacturers' specifications
10. Fresh air supply and exhaust fans
  - Semi-annual check to ensure operation, check for noise and vibration.
11. Cooling tower
  - Check water level in basin and make up water control, check deposits in basin and clean as required, check water sprays and distribution trays;
  - Monthly checks for legionella and water testing
  - Check fans inside unit for wear and tear
12. Electrical
  - Annual thermal imaging of 5 distribution boards

All work must be carried out in accordance with the manufacturers' maintenance schedules. A detailed annual report of the maintenance program and services rendered must be provided to the Project Authority.

### **3 GENERAL**

#### **3.1 Constraints:**

Work must be carried out at the High Commission of Canada on Commonwealth Avenue, Yarralumla in Canberra ACT Australia. Work will take place between 8:30am and 4:30pm on Monday to Friday. Any work which takes place outside of the work hours is considered "overtime," and must be authorized by Canada's Representative.

The contractor must be flexible in the work days should there be a need to change the day(s) that the work is to be carried out due to hospitality or other operational requirements. The Project Authority shall give the Contractor a minimum of 24 hours' notice of a change of date.

Due to security requirements of the mission all regular maintenance technicians MUST complete a security screening as required by the Department of Foreign Affairs and Trade – Canada.



Due to contractors requiring escort in the Chancery building, all maintenance technicians must advise of site visits 24 hours in advance of arrival on site. Some areas of the building require more stringent supervision. In these areas, ten (10) working days advance notice is required.

### **3.2 General Quality Standards**

The Contractor must ensure that all equipment used to perform the work is in a state of good repair. The Project Authority reserves the right to deem the equipment to be unsafe, not suitable or defective and to be taken out of service. The Contractor is responsible to supply replacement equipment. All equipment must be of a commercial grade and energy-efficient.

The Contractor will ensure the safe disposal of all chemicals, oils, and refrigerants collected during maintenance visits. These items must be disposed of offsite at recognized disposal centers.

The Contractor will store and handle all chemicals and cleaning products in a safe and responsible manner according to the manufacturer's recommendations for safe use and storage. The Contractor is required to supply Material Safety Data Sheets for all products used in the carrying out of the aforementioned services.

The High Commission will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employees' personal belongings brought or left in the Chancery and/or Embassy Grounds.

Any maintenance problems which cannot be corrected immediately must be reported as soon as possible to the Project Authority.

### **3.3 Human Resources**

The Contractor must provide the following resources:

- a) Fire contractors,
- b) HVAC – water treatment contractors,
- c) Air Conditioning contractors,
- d) Controls (BMS- Delta) contractors, and
- e) Contractors for the Lift.

The Department requires at least one resource in each category to be present on the property of the High Commission to perform the regular maintenance services described in this Statement of Work. The Contractor must be able to provide at least one additional, security-cleared resource in each category, as-and-when-requested by the Project Authority.

### **3.4 Additional Information**

The Contractor must, at least ten (10) working days before the first day on which any person is required to enter the site for the purpose of carrying out these works, provide to the Project Authority a document setting out the name, residential address, date and place of birth of all resources intending to do work at the High Commission. The Contractor will be responsible to arrange police verification for all its workers prior to their starting work at the High Commission. This condition will apply equally to any employees of the Contractor who are engaged for work at the High Commission after the start of the contract. The High Commission reserves the right to deny access to any individual on the basis of security reasons.

Proper measure must be taken to see that all equipment of the Mission and its occupants is protected against dust, physical damage and contamination by maintaining high standards of work practices, and proper tools are employed for provision of requisite services.



If it is proven that the breakdown/loss of material etc. in the system was because of negligence on part of the Contractor/its staff, as per the terms and conditions of this contract, the same will have to be repaired / replaced by the Contractor at its own cost.

The Contractor must abide by the rules and regulations which the Department may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of the Department's personnel.

The Contractor alone will be responsible for the conduct, behavior and discipline to be maintained at workplace and its environment thereof in respect of the personnel it engages or hires. In case any misconduct which may or may not involve financial loss or burden on the Department, the Contractor alone will take suitable action against such defaulting personnel in consultation with the Project Authority or its delegate but the Department will not be responsible and/or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting personnel. The Contractor must remove/substitute any worker if the Project Authority so directs.

The Contractor will prepare detailed work schedules for use by the contract maintenance staff. These schedules must give the dates for periodic maintenance tasks. These schedules are to be examined, and approved, by the Project Authority prior to commencement of the contract.

### **3.5 Use of Products and Equipment**

The Contractor must ensure that only products and equipment bearing an [eco-label](#) are used, where appropriate.

The Contractor must only use equipment of a commercial type, designed for the application that it is to be used. The Contractor is responsible for supplying the tools and equipment required for the job (for example: ladders, hand tools, gloves, boots, safety glasses, torches, etc).

### **3.6 Uniforms**

All personnel are to be provided with uniforms by the Contractor that clearly identify them as employees of the Contractor. All personnel working on site must wear the uniforms at all times.

### **3.7 Cleaning and Rubbish Removal**

- a) The Contractor must prevent the accumulation of wastes which create hazardous conditions;
- b) The Contractor must not dispose of volatile waste liquids in storm or sanitary drains;
- c) The Contractor must store volatile wastes in covered metal containers and remove from premises daily;
- d) The Contractor must provide adequate ventilation during use of volatile or noxious substances;
- e) The Contractor must remove grease, dirt, stains, labels, fingerprints and other foreign materials from exposed interior and exterior surfaces, resultant from work under this Contract.
- f) The Contractor must remove and dispose of debris and waste from the mission property.
- g) The Contractor must dispose of chemical agents and recycle equipment according to local laws and practices.



## **4 Equipment List**

### **4.1 Air Conditioning units**

B-1	Temperzone HWP 140R
B-2	Airite WSH-H-18
B-3	Temperzone HWP 120R
B-4	Temperzone HWP 78R
G-1	Airite WSH-H-21
G-2A	Airite WSH-H-10
G-2B	Airite WSH-H-10
G-3	Airite WSH-H-25
G-5	Temperzone HWP 78R
G-6	Temperzone HWP 78R
G-7	Temperzone HWP 120R
1-1	Airite WSH-H-18
1-2	Airite WSH-H-16
1-3	Airite WSH-H-16
1-4	Temperzone HWP 78R
1-5	Temperzone HWP 78R

### **4.2 Fire Alarm Panel**

FFE System 8070

### **4.3 Fire Supression**

Fire Extinguishers  
Hose Reel Cabinents

### **4.4 Delta BMS**

Operating System – Orca View 3.33

### **4.5 Lift**

Otis 3 storey Hydraulic Ram  
Type MR400  
Machine # 31J1555

### **4.6 Reverse Cycle units**

Daiken R50GAV1A 9  
Mitsubishi MUZ-GA35VA  
2 x DaikenGuard House)

### **4.7 Cooling Tower**

Industrial Fluid Cooler

### **4.8 Boiler**

### **4.9 Main electrical switchgear and distribution panels**

Main incoming switchgear  
Electrical distribution panels



Electrical sub-panels

## **5 Variable (As-and-when-requested) Maintenance Services**

The Contractor must not perform any variable maintenance services under the Contract unless authorized in advance and in writing by the Project Authority. This includes any alteration, modification, enhancements or any changes to the existing installation. The Project Authority may from time-to-time request services noted above and elsewhere in this SOW and will provide 24-hours' advance notice of such requirements.

Any request for payment for as-and-when-requested services must be accompanied by a copy of the authorization and a report containing the details of the services performed pursuant to the written authorization.





## ANNEX B – BASIS OF PAYMENT

Name of Bidder: \_\_\_\_\_

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

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

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

E-mail: \_\_\_\_\_

Print Name and Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

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

Prices are in Australian Dollars (AUD) and do not include taxes.

<b>Routine Maintenance Services – Year 1</b>			
<b>Description</b>	<b>Estimated Quantity [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
<b>Labour</b> - Maintenance Services	12 months	AUD	AUD
<b>Equipment</b> - Maintenance Services	12 months	AUD	AUD
<b>Materials &amp; Supplies</b> – Maintenance Services	12 months	AUD	AUD
<b>Other Direct Charges</b> – Maintenance Services	12 months	AUD	AUD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			AUD

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

<b>As-and-when-requested Maintenance Services – Year 1</b>			
<b>Core Hours (8:30 to 16:30)</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	10 hours	AUD	AUD
1 Air Conditioning contractor	20 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	10 hours	AUD	AUD
1 Contractor for the Lift	10 hours	AUD	AUD
<b>Evening/Weekend/Statutory Holiday</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	5 hours	AUD	AUD
1 Air Conditioning contractor	10 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	5 hours	AUD	AUD
1 Contractor for the Lift	5 hours	AUD	AUD
<b>Total Evaluated Price, As-and-when-requested Maintenance Services [c]:</b>			AUD

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



**PRICING SCHEDULE 2: INITIAL CONTRACT PERIOD – Year 2**

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

Prices are in Australian Dollars (AUD) and do not include taxes.

<b>Routine Maintenance Services – Year 2</b>			
<b>Description</b>	<b>Estimated Quantity [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
<b>Labour</b> - Maintenance Services	12 months	AUD	AUD
<b>Equipment</b> - Maintenance Services	12 months	AUD	AUD
<b>Materials &amp; Supplies</b> – Maintenance Services	12 months	AUD	AUD
<b>Other Direct Charges</b> – Maintenance Services	12 months	AUD	AUD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			AUD

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

<b>As-and-when-requested Maintenance Services – Year 2</b>			
<b>Core Hours (8:30 to 16:30)</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	10 hours	AUD	AUD
1 Air Conditioning contractor	20 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	10 hours	AUD	AUD
1 Contractor for the Lift	10 hours	AUD	AUD
<b>Evening/Weekend/Statutory Holiday</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	5 hours	AUD	AUD
1 Air Conditioning contractor	10 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	5 hours	AUD	AUD
1 Contractor for the Lift	5 hours	AUD	AUD
<b>Total Evaluated Price, As-and-when-requested Maintenance Services [c]:</b>			AUD

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



**PRICING SCHEDULE 3: OPTION PERIOD – Option Year 1**

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

Prices are in Australian Dollars (AUD) and do not include taxes.

<b>Routine Maintenance Services – Option Year 1</b>			
<b>Description</b>	<b>Estimated Quantity [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
<b>Labour</b> - Maintenance Services	12 months	AUD	AUD
<b>Equipment</b> - Maintenance Services	12 months	AUD	AUD
<b>Materials &amp; Supplies</b> – Maintenance Services	12 months	AUD	AUD
<b>Other Direct Charges</b> – Maintenance Services	12 months	AUD	AUD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			AUD

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

<b>As-and-when-requested Maintenance Services – Option Year 1</b>			
<b>Core Hours (8:30 to 16:30)</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	10 hours	AUD	AUD
1 Air Conditioning contractor	20 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	10 hours	AUD	AUD
1 Contractor for the Lift	10 hours	AUD	AUD
<b>Evening/Weekend/Statutory Holiday</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	5 hours	AUD	AUD
1 Air Conditioning contractor	10 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	5 hours	AUD	AUD
1 Contractor for the Lift	5 hours	AUD	AUD
<b>Total Evaluated Price, As-and-when-requested Maintenance Services [c]:</b>			AUD

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



**PRICING SCHEDULE 4: OPTION PERIOD – Option Year 2**

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

Prices are in Australian Dollars (AUD) and do not include taxes.

<b>Routine Maintenance Services – Option Year 2</b>			
<b>Description</b>	<b>Estimated Quantity [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
<b>Labour</b> - Maintenance Services	12 months	AUD	AUD
<b>Equipment</b> - Maintenance Services	12 months	AUD	AUD
<b>Materials &amp; Supplies</b> – Maintenance Services	12 months	AUD	AUD
<b>Other Direct Charges</b> – Maintenance Services	12 months	AUD	AUD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			AUD

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

<b>As-and-when-requested Maintenance Services – Option Year 2</b>			
<b>Core Hours (8:30 to 16:30)</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	10 hours	AUD	AUD
1 Air Conditioning contractor	20 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	10 hours	AUD	AUD
1 Contractor for the Lift	10 hours	AUD	AUD
<b>Evening/Weekend/Statutory Holiday</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	5 hours	AUD	AUD
1 Air Conditioning contractor	10 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	5 hours	AUD	AUD
1 Contractor for the Lift	5 hours	AUD	AUD
<b>Total Evaluated Price, As-and-when-requested Maintenance Services [c]:</b>			AUD

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



**PRICING SCHEDULE 5: OPTION PERIOD – Option Year 3**

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

Prices are in Australian Dollars (AUD) and do not include taxes.

<b>Routine Maintenance Services – Option Year 3</b>			
<b>Description</b>	<b>Estimated Quantity [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
<b>Labour</b> - Maintenance Services	12 months	AUD	AUD
<b>Equipment</b> - Maintenance Services	12 months	AUD	AUD
<b>Materials &amp; Supplies</b> – Maintenance Services	12 months	AUD	AUD
<b>Other Direct Charges</b> – Maintenance Services	12 months	AUD	AUD
<b>Total Evaluated Price, Routine Maintenance Services [c]:</b>			AUD

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

<b>As-and-when-requested Maintenance Services – Option Year 3</b>			
<b>Core Hours (8:30 to 16:30)</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	10 hours	AUD	AUD
1 Air Conditioning contractor	20 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	10 hours	AUD	AUD
1 Contractor for the Lift	10 hours	AUD	AUD
<b>Evening/Weekend/Statutory Holiday</b>	<b>Estimated Quantity* [a]</b>	<b>Firm Rate [b]</b>	<b>Extended [a x b]</b>
1 Fire contractor	10 hours	AUD	AUD
1 HVAC – water treatment contractor	5 hours	AUD	AUD
1 Air Conditioning contractor	10 hours	AUD	AUD
1 Controls (BMS- Delta) contractor	5 hours	AUD	AUD
1 Contractor for the Lift	5 hours	AUD	AUD
<b>Total Evaluated Price, As-and-when-requested Maintenance Services [c]:</b>			AUD

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



**Total Evaluated Price**

Total Evaluated Price, Initial Contract Period Year 1	<b>AUD</b>
Total Evaluated Price, Initial Contract Period Year 2	<b>AUD</b>
Total Evaluated Price, Option Year 1	<b>AUD</b>
Total Evaluated Price, Option Year 2	<b>AUD</b>
Total Evaluated Price, Option Year 3	<b>AUD</b>
<b>Total Evaluated Price:</b>	<b>AUD</b>



## **ANNEX C – INSURANCE REQUIREMENTS**

The Contractor must comply with the following insurance requirements. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

Coverage must be placed with an Insurer licensed to carry out business in Australia. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **Commercial General Liability Insurance**

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 AUD \$2,000,000.00 per accident or occurrence and in the annual aggregate.



# ANNEX D – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

## SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

### PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada	2. Branch or Directorate / Direction générale ou Direction AWD
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
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4. Brief Description of Work / Brève description du travail  
Facility Maintenance Service Contract. Contract include HVAC, Electrical, Plumbing, Mechanical, General Maintenance service and repairs.

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
(Specify the level of access using the chart in Question 7. c)  
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?  
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
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7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C				CONFIDENTIEL
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Eric Dagenais		Title - Titre Regional Maintenance Officer	Signature 
Telephone No. - N° de téléphone (343) 203-8372	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel eric.dagenais@international.gc.ca	Date 18 May 2018
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Eric Couves		Title - Titre Contract Security	Signature
Telephone No. - N° de téléphone 203-3069	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Eric.Couves@international.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Mathew Star		Title - Titre Procurement Officer	Signature 
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Mathew.Star@international.gc.ca	Date 15 May 2019
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date