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Request for Proposals (RFP)

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

TITLE Purchase and Installation of the window blinds – WASHINGTON, DC	
SOLICITATION NUMBER 20-164896	DATE February 04, 2020
<p>PROPOSAL DELIVERY</p> <p>In order for the proposal to be valid and accepted, it must be received no later than 12:00pm on March 16, 2020 EDT (as per Ottawa, Ontario) referred to as the "Closing Date".</p> <p>Only electronic copies will be accepted and received at the following e-mail address:</p> <p>internationalproposals@international.gc.ca</p> <p>Solicitation # : 20-164896</p>	
<p>Offer to: Foreign Affairs, Trade and Development Canada</p> <p>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.</p> <p>Name and title of person authorized to sign on behalf of the supplier and the date of the signature:</p> <p>_____</p> <p>_____</p>	



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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.

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 the Product Conformance Certification

The Annexes include the Annex A - Statement of Requirement, Annex B - Pricing, and Annex C - Security Requirements Check List.

Appendix 1 contains window measurements.

1.2 SUMMARY

1.2.1 The Department of Foreign Affairs and Trade Development (DFATD) has a requirement for purchase and installation of **window coverings (blinds) for 15 windows**, in accordance with Annex A Statement of Requirement, and Annex B – Pricing

1.2.2 The Contractor must make the complete delivery by March 31, 2020.

1.2.4 Security requirements associated with this requirement are described in Annex C SRCL. Contractor's personnel will not be required to be screened but will be security supervised at all times during the performance of the Work.

1.2.5 Trade Agreements are applicable under this RFP.

1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Requirement 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.

2.2.2 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23) (2019-03-04) 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 (2019-03-04) 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 (2019-03-04) *Standard Instructions - Goods or Services - Competitive Requirements*.

- 2.4.5** It is the Bidder's responsibility to:
- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - b. prepare its proposal in accordance with the instructions contained in the RFP;
 - c. submit by closing date and time a complete proposal;
 - d. send its bid only to the address specified on page 1 of the bid solicitation;
 - e. ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
 - f. 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 Website 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 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 three (3) days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.5.2** 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.
- 2.5.3** Should any Bidder consider that the specifications or Statement of Requirement 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 favor a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.6 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.

2.7 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.

2.8 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.

2.9 CHALLENGES

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services, in accordance with the Agreement on Internal Trade. You may raise concerns regarding the solicitation, or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with OPO by contacting them by telephone at 1-866-734-5169, by e-mail at boa.opo@boa.opo.gc.ca or by visiting their website at <http://www.opo.gc.ca>.

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/>.

2.10 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.

2.11 CONTROLLED GOODS REQUIREMENT

Not Applicable.

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 proposes 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:

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

Bidders must provide documentation to demonstrate compliance to Annex A Statement of Requirement. Technical documentation such as specification sheets, technical brochures, and photographs or illustrations must provide adequate detail to substantiate that the product offered meet the technical requirements. It is the Bidders responsibility to ensure that the submitted documentation provides adequate detail to prove that the proposed product meets the requirements of the technical specifications.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II:

Bidders must submit their Financial Proposal in accordance with Annex B Pricing, in US Dollars.

3.4 FIRM PRICE

3.4.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex B Pricing, Customs duties are subject to exemption and Applicable Taxes are extra.

3.4.2 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by Canada's Representative before their incorporation into the Work.



3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

3.6 CERTIFICATIONS

Section III:

3.6.1 Certifications

Bidders must provide the required certifications and associated information, as per Part 5 Certification, to be awarded a contract.

However, if any of this information is not complete, the Contracting Authority will inform the Bidder of a time frame within which to provide the missing information. Failure to provide the information within the time frame provided shall render the bid non-responsive and disqualified.

3.7 ADDITIONAL INFORMATION

Section IV:

Canada requests that bidders submit the following information:

3.7.1 Delivery Date – Bid

3.7.1.1 Firm Quantity

All work must be delivered on or before March 31st 2020.

3.7.2 MANUFACTURER'S STANDARD WARRANTY PERIOD

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the **Blinds** and its component that exceeds the minimum warranty period of twelve (12) months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

3.8 EXTENDED WARRANTY PERIOD

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

3.9 INSURANCE REQUIREMENTS

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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.

A1.2. ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

A1.2.1. Product Conformance

The Bidder certifies that all products/units proposed, and will continue to confirm throughout the duration of the Contract, to all technical specifications of the "Requirement" at Annex A.

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.

4.2 TECHNICAL EVALUATION

All bids submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. The onus is on the Bidder to provide all the information necessary to ensure a complete and accurate assessment.

4.2.1 Mandatory Technical Criteria

#	Mandatory Technical Criteria	Bidder's Response	Evaluation
M1	Can the Bidder certify that it has at least 3 years of experience in the last five years installing blinds in commercial and/or institutional buildings?	Yes No	Pass Fail

4.2.2 Mandatory Financial Criteria for Firm Quantity

The prices of the bid must be in United States Dollar (USD), EXW – Ex Works (Sellers Warehouse), Incoterms 2010.

4.4 BASIS OF SELECTION

A0069T (2007-05-25) Basis of Selection – Mandatory Criteria Only



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 2030 (2018-06-21)
- (c) Supplementary Conditions;
- (d) Statement of Work (Annex A);
- (e) Basis of Payment (Annex B);



- (f) Security Requirements Check List (Annex C);

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: *(to be completed at Contract award)*

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

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: *(to be completed 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: *(to be completed 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

2029 (2016-04-04), *General Conditions – Goods or Services (Low Dollar Value)*, 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 ADDITIONAL SACC MANUAL CLAUSES

Not Applicable

5.16 PERFORMANCE OF THE WORK

5.16.1 Description of Work

The Contractor must perform the Work described in Annex A – Statement of Requirement, in accordance with the Contract.

5.16.2 Delivery of the Items

5.16.2.1 Firm Quantity

The items, as described in Annex A, shall be delivered and installed by March 31st 2020.

5.16.3 Period of the Contract

The period of the Contract is from date of effective date of the contract, for a period of 1 year.

5.16.4 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.

5.16.5 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.

5.16.6 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 Washington DC, USA.



5.16.7 Logistical Instructions – EXW – Ex Works

EXW – Ex Works (Seller's Warehouse) Incoterm 2010.

5.16.8 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.

5.16.9 Security Requirements

Security requirement applicable to this Contract is per Annex C SRCL.

5.17 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.

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows:

5.18.2 Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex B Pricing in United States Dollars (USD), EXW – Ex Works (Seller's Warehouse), Incoterms 2010, Value Added Tax (VAT) extra (if applicable).

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.18.3 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

5.18.4 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.



5.18.5 Invoicing Instructions

- 5.18.5.1** 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.
- 5.18.5.2** 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.

5.18.6 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.

5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2029 (2016-04-04), *General Conditions – Goods or Services (Low Dollar Value)*, 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.

5.18.8 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.

5.19 SUSPENSION AND INFRACTION

5.19.1 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.

5.19.2 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*.

5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



5.21 GOVERNANCE AND ETHICS

5.21.1 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.

5.21.2 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.

5.21.3 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.

5.22 DISPUTE RESOLUTION

5.22.1 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.



ANNEX A – STATEMENT OF REQUIREMENT

The requirement includes the measurement, supply, delivery and installation of window coverings (blinds) to the Canadian Chancery in Washington DC.

1. Title

Window Covering (Blinds) Requirement at the Embassy of Canada in Washington, DC.

2. Objective

To objective of this SOR is to describe the requirement for the measurement and supply of new window coverings, the removal of the existing window coverings, and the installation of the new window coverings.

3. Scope

The Contractor shall provide site measurement services, existing window cover removal, supply and installation of new window coverings, and cleanup at the Chancery in Washington, DC – including personnel, materials, tools, equipment, and other items related to the services as described herein, and is exempt only from those items that are specifically noted.

4. Tasks

The Contractor shall provide the following services and will be responsible for performing the following tasks:

4.1. Measurements

Prior to the supply and installation of any window coverings, the Contractor shall perform a site visit, measure and provide exact measurements of the window covering requirement, and receive confirmation and approval by the Project Authority.

4.2. Supply of window covers (15 Windows), as follows:

4.2.1. The Contractor shall supply 14 units meeting the following specifications: 120 inches x 60 inches Hunter Douglas Silhouette Shades in a translucent fabric with easy rise lift (a continuous cordloop). Color selected is Hunter Douglas 104-Cloud. The shade will be bottom up only, Inside Mount – Cord Right.

4.2.2. The Contractor shall supply 1 unit meeting the following specification 40 inches x 40 inches Hunter Douglas Silhouette Shades in a translucent fabric with easy rise lift (a continuous cordloop). Color selected is Hunter Douglas 104-Cloud. The shade will be bottom up only, Inside Mount – Cord Right.

4.3. Removal of existing window coverings

The Contractor shall remove all existing window coverings in the 6th floor office and dispose of material.

4.4. Install window coverings and clean up the work site

4.4.1. The Contractor shall install all window coverings for the Chancery's Office for 15 windows, as per the window plan and list provided by the Project Authority.

4.4.2. The Contractor shall remove debris: all debris, packaging, boxes related to the drapery installation from the job site. Contractor must remove all packaging from the floor during the working day and completely off the property at the end of each working day.

5. Location

The installation will take place at The Canadian Chancery in Washington DC, at the following address:
501 Pennsylvania Avenue, N.W.
Washington, D.C., United States of America



6. Schedule

The window covering installation must not exceed 3 days, and must occur between the hours of 07:00 am to 05:00 pm each weekday and weekend (if required).

7. Required resources

- 7.1.** The Contractor shall deploy installers who will familiarize themselves with the job site operations, floor layout.
- 7.2.** The Contractor shall provide appropriate number of installers to install all window coverings in a timely manner as per Appendix 1 - Window Measurements
- 7.3.** The Contractor shall supply a team with all required equipment and tools to complete the job, and ensure the team comes to site with proper safety gear; i.e. construction boots, helmets (if required), eye protection and gloves.
- 7.4.** All team members must have visible company ID badges and/or company uniforms for easy identification on site.
- 7.5.** The Contractor shall guarantee the safety and well-being of his/her team, the Contractor shall be aware of the medical condition of his/her team members.
- 7.6.** The Contractor must supply his/her team with all specific installation equipment to complete the installation, i.e. drills, ladders, extra screws, measuring tapes and levels etc.

8. GAC support, documentation to be provided

- 8.1.** The Project Authority at its mission in Washington, D.C., U.S.A. will provide a representative from the mission to assist with the supervision and will provide all floor plan and installation documents.

9. Constraints

- 9.1.** Access to the work site is limited to the agreed upon schedule with no exceptions, unless a prior written approval is granted by the Project Authority.



ANNEX B – PRICING

The Contractor shall provide a Quote containing all pricing necessary to execute all Work as per Annex A – Statement of Requirement.

ANNEX C- SECURITY REQUIREMENTS CHECK LIST (SRCL)

Provided as a separate document.

APPENDIX 1 – WINDOW MEASUREMENTS

Provided as a separate document.

