



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

Inserted upon contract award

DRAFT

Services Contract

Between

Her Majesty the Queen in right of Canada
(referred to herein as "Her Majesty")
represented by the Minister of Foreign Affairs
(referred to herein as the "Minister")

and

(INSERT FULL LEGAL NAME OF
CONTRACTOR)
(INSERT ADDRESS OF CONTRACTOR)
(referred to herein as the "Contractor")

for

Performance of the Work described in
Appendix "A" – Statement of Work.

C2. TITLE

Maintenance of the HVAC system for the Embassy of Canada to Buenos Aires, Argentina

C3. CONTRACT PERIOD

Start: TBD upon contract award

End: TBD upon contract
award

C4. CONTRACT NUMBER

TBD upon contract award

C5. PROJECT NUMBER

C6. DATE

2020/xx/xx

C7. CONTRACT DOCUMENTS

1. These Articles of Agreement
2. Supplementary Conditions (Section "I")
3. General Conditions (Section "II")
4. Statement of Work (Appendix "A")
5. Basis of Payment (Appendix "B")
6. Security Requirements Checklist (Appendix "C")
7. The Request for Proposals
8. The Contractor's Proposal

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.

C8. CONTRACT AMOUNT

Her Majesty shall pay the contractor an amount not to exceed (Inserted upon contract award), to be paid as follows:

Milestone	Amount
	0.00
	0.00
	0.00
	0.00

All Amounts are in USD exclusive of VAT

C9. INVOICES

Two (2) copies are to be sent to Departmental Representative showing:

- a. the amount of the progress payment being claimed for Services satisfactorily performed;
- b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation;
- c. the date;
- d. the name and address of the consignee;
- e. description of the Work performed;
- f. the project name; and
- g. the contract number.

C10. GOVERNING LAWS

Laws in force in the Province of Ontario, Canada

FOR THE CONTRACTOR

Signature

Date

Print Name and Capacity

FOR THE MINISTER

Signature

Date

Print Name and Capacity

Corporate
Seal

SECTION "I" – SUPPLEMENTARY CONDITIONS**1. SECURITY REQUIREMENTS**

The following security requirements (SRCL at Appendix "C" and related clauses) apply and form part of the Contract.

- 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 or above 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 security screening of 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 ISR and ISC.
- This document does NOT contain CLASSIFIED information, however all or part of the Work involves possible access to CLASSIFIED and/or PROTECTED information/materiel.
- The Contractor shall NOT remove, without the express written approval of the Departmental Representative, any CLASSIFIED and/or PROTECTED information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.
- 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.
- Sub-contractors, who require access to CLASSIFIED and/or PROTECTED information or sensitive work sites, will NOT be permitted access without the prior, written approval of the Departmental Representative of the ISC.

2. STATEMENT OF WORK

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

3. TERM OF CONTRACT**3.1 Period of Contract**

The period of the Contract is from date of award for a twelve (12) month period.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional twenty-four (24) month periods under the same terms and 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 Annex E Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date. The option may only be exercised by the Contracting

Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3.3 Location Where Services Are Required

The locations where services are required are specified at Appendix "A" of the Contract.

4. AUTHORITIES

4.1 Procurement Officer

The Procurement Officer for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ _
Facsimile: ____ _
E-mail address: _____

4.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ _
Facsimile: ____ _
E-mail address: _____

4.3 Contractor's Representative (To be completed by the bidder)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ _
Facsimile: ____ _
E-mail address: _____

5. PAYMENT

5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Appendix "B".

5.2 Limitation of Expenditure

- 5.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$____ (will be indicated when the contract is awarded) in USD. Customs duties are included and Applicable Taxes are extra.

5.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority 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 the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

5.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

5.4 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.

6. ANTI-TERROR CLAUSE

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian Criminal Code, the United Nations Al-Qaida and Taliban Regulations or the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism.

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

7. INSURANCE REQUIREMENTS

The Contractor must comply with the insurance requirements specified in Appendix “D”. 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.

The Contractor must forward to the Contracting Authority within ten (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 the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. FOREIGN NATIONALS

The Contractor must comply with immigration legislation applicable to foreign nationals entering the country to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in country to fulfill the Contract, the Contractor should immediately contact the nearest Argentina embassy, consulate or commission to obtain instructions, information on citizenship and immigration requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

9. HEALTH AND SAFETY

The Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

SECTION "II" – GENERAL CONDITIONS

GC1 INTERPRETATION

- 1.1** In the present Contract,
- 1.1.1** "Contract" an agreement between the Her Majesty and a Contractor for the acquisition by, or provision to, Canada of good(s) and/or services;
 - 1.1.2** "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;
 - 1.1.3** "Minister" means Minister of Foreign Affairs and any person duly authorized to act on behalf of the Minister.
 - 1.1.4** "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
 - 1.1.5** "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract. A Departmental representative may from time to time act as a technical authority;
 - 1.1.6** "Technical Authority" (also sometimes referred to as "Project Authority"): Canada's agent in charge of inspecting the accuracy of any aspects of the Work as described in the Statement of Work.
 - 1.1.7** "Days" means continuous calendar days, including weekends and statutory public holidays.
 - 1.1.8** The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation; and
 - 1.1.9** In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

GC2 INFORMATICS SECURITY

- 2.1** In accordance with the departmental informatics security policy, all diskettes, whether software or data must be scanned for viruses. The approval of the Information Management & Technology Bureau / SXD must be obtained prior to loading any software, computer programs or data onto any departmental computer.
- 2.2** Non-compliance with this requirement could result in your organization being excluded from consideration for future work contracted by Foreign Affairs, Trade and Development Canada.

GC3 SUCCESSORS AND ASSIGNS

- 3.1** The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC4 ASSIGNMENT

- 4.1** The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent

of the Minister, and any assignment made without that consent is void and of no effect.

- 4.2** No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister unless otherwise agreed to in writing by the Minister.

GC5 TIME OF THE ESSENCE

- 5.1** Time is of the essence of the Contract.
- 5.2** Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 5.3** The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Contracting Authority, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
- 5.4** Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 5.5** Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.

GC6 INDEMNIFICATION

- 6.1** The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Work furnished to, or in

- respect of which any payment has been made by Canada.
- 6.2** The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3** The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 6.4** The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Minister, the Contractor agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.
- GC7 NOTICES**
- 7.1** Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
- 7.1.1** served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
- 7.1.2** forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
- 7.1.3** forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 7.2** The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.
- GC8 TERMINATION OR SUSPENSION**
- 8.1** The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed. The Contractor shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.
- 8.2** All Work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract.
- 8.3** All Work not completed before the giving of such notice shall be paid by Her Majesty to the Contractor on the following terms:
- 8.3.1** the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining Cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
- 8.3.2** all Costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination;
- 8.3.3** where Her Majesty pays for costs for inventory under GC8, this inventory shall vest with Her Majesty.
- 8.4** Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
- 8.5** The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract amount applicable to the work or the particular part thereof.
- 8.6** The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC8 except as expressly provided therein.
- GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR**
- 9.1** Her Majesty may, by notice to the Contractor, terminate the whole or any part of the Work if:
- 9.1.1** the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 9.1.2** the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2** In the event that Her Majesty terminates the Work in whole or in part under GC9.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the Work.
- 9.3** Upon termination of the Work under GC9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or work-in-

process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Her Majesty shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or Work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the Work.

9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract amount applicable to the work or the particular part thereof.

9.5 If, after the Minister issues a notice of termination under GC9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 APPROPRIATION

10.1 In accordance with Section 40 of the Canadian Financial Administration Act, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

GC11 MEMBERS OF THE CANADIAN HOUSE OF COMMONS

11.1 No member of the Canadian House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

GC12 ACCOUNTS AND AUDIT

12.1 The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

12.2 All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in GC12.1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

GC13 CONFLICT OF INTEREST

13.1 The Contractor declares that the Contractor has no interest in the business of any third party that would cause a conflict of interest or seem to cause a Conflict of Interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately in writing to the Departmental Representative.

13.2 It is a term of this Contract that no individual, for whom the post-employment provisions of the Canadian Conflict of Interest and Post-Employment Code for Public Office holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

GC14 CONTRACTOR STATUS

14.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the purpose(s) of delivering a good or goods and/or providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC15 WARRANTY

15.1 Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of twelve (12) months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Property, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor has the obligation to respect any other warranty provided for by law.

15.2 In the event of a defect or non-conformance in any part of the Work during the warranty period defined in GC15.1 and GC15.5, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.

15.3 The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Work from its location, the Contractor shall carry out any

- necessary repair or making good of the Work at that location, and to the extent the defect does not occur during the warranty period, shall be paid the fair and reasonable Cost (including reasonable traveling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- 15.4** Canada shall pay the transportation cost associated with returning any Work or part thereof to the Contractor's plant pursuant to GC15.3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Technical Authority.
- 15.5** The warranty period set out in GC15.1 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Canada in informing the Contractor of the defect or non-conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part remaining, including any such extension.
- 15.6** The warranties set out in GC15.1 shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to GC15.2, for the greater of:
- 15.6.1** the warranty period remaining under GC15.5, or
- 15.6.2** ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.
- 15.7** All of the provisions of GC15.2 to GC15.6 inclusive apply, with such minimum changes as the context may require, to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.
- GC16 AMENDMENTS AND WAIVERS**
- 16.1** No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Contractor.
- 16.2** While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with GC16.1.
- 16.3** No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 16.4** The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.
- GC17 ENTIRE AGREEMENT**
- 17.1** The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.
- GC18 OFFICIAL LANGUAGE**
- 18.1** In accordance with the Official Languages Act, any survey, questionnaire, report or other forms may be required to be conducted and prepared in both Official Languages at the discretion of the Departmental Representative.
- GC19 CONFIDENTIAL INFORMATION**
- 19.1** Any information of a character confidential to the affairs of Her Majesty to which the Contractor, or any officer, servant or agent of the Contractor becomes privy as a result of the Work to be performed under this Contract, shall be treated as confidential, during as well as after the performance of the said services.
- 19.2** All persons working through Foreign Affairs, Trade and Development Canada on a contract basis must sign a declaration of secrecy, and consent to be cleared through a security check to the level designated for the work assignment. Rights to access Foreign Affairs, Trade and Development Canada premises and material shall cease with the termination of the Contract.
- GC20 PAYMENT**
- 20.1** Payments under this Contract except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.
- 20.2** Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:
- 20.2.1** in the case of an advance payment, within thirty (30) days of the signing of this Contract by both parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later,
- 20.2.2** in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and
- 20.2.3** in the case of a final payment, within thirty (30) days following the date of receipt of the completed work or within thirty (30) days or receipt of an invoice requesting payment whichever is later.
- 20.3** For purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.
- 20.4** 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.
- 20.5** If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 20.6** Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.
- GC21 INTEREST ON OVERDUE ACCOUNTS**
- 21.1** For the purposes of this section:
- 21.1.1** "Average Rate" means the simple arithmetic mean of the Canadian Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- 21.1.2** "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- 21.1.3** an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- 21.1.4** an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 21.1.5** Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus three percent (3%) per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
- 21.1.6** Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor.
- 21.1.7** Canada shall not be liable to pay interest on overdue advance payments.
- GC22 GOODS AND SERVICES TAX / HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES**
- 22.1** All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 22.2** The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.
- GC23 INCAPACITY TO CONTRACT WITH GOVERNMENT**
- 23.1** The Contractor certifies that the Contractor, including the contractor's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:
- 23.1.1** Section 121, Frauds upon the Government;
- 23.1.2** Section 124, Selling or Purchasing Office; or
- 23.1.3** Section 418, Selling Defective Stores to Her Majesty;
(Subsection 750(3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)
- GC24 CERTIFICATION - CONTINGENCY FEES**
- 24.1** The Contractor certifies that it has not directly or indirectly paid or agreed to pay any covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 24.2** All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provision of the Contract.
- 24.3** If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
- 24.4** In this section:
- 24.4.1** "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 24.4.2** "employee" means a person with whom the Contractor has an employer/employee relationship.
- 24.4.3** "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes an individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th supplement) as the same may be amended from time to time.

GC25 PROVINCIAL SALES TAX

- 25.1 The property and/or services ordered/purchased hereby are for the use of, and are being purchased by Foreign Affairs, Trade and Development Canada with Crown funds, and are therefore not subject to visible Provincial Sales Tax.

GC26 INTERNATIONAL SANCTIONS

- 26.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors.
- 26.2 The Contractor agrees that Canada relies on the Contractor's undertaking in GC26.1 to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Contractor, and therefore to recover damages from the Contractor, including repurchase costs arising out of such a termination.
- 26.3 The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site:
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>
- 26.4 Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Contractor, but the Contractor agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Contractor waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Contractor's reliance on the text of a regulation as reproduced on the electronic bulletin board.
- 26.5 If the Contract is concluded prior to the imposition of a sanction as described in GC26.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

GC27 STATUS AND REPLACEMENT OF PERSONNEL

- 27.1 If at any time during the period of the Contract the Contractor is unable to provide the services of any person who must perform the Work in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give notice to the Minister of:
- 27.1.1 the reason for the removal of the person from the Work;
- 27.1.2 the name, qualifications and experience of the proposed replacement person; and

- 27.1.3 proof that the person has the required security clearance granted by Canada, if applicable.
- 27.2 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with GC27.1, secure a further replacement.
- 27.3 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 27.4 If the Contractor intends to use any person in fulfillment of this Contract who is or who is not an employee of the Contractor, the Contractor hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work and, the Contractor has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the work to be performed in fulfillment of this Contract.

GC28 NO BRIBE

The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

GC29 SEVERABILITY

- 29.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

GC30 COPYRIGHT

- 30.1 In this section,
- 30.1.1 "Material" includes anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation;
- 30.1.2 "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.
- 30.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and the following notice:
- 30.3 HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- 30.4 At the completion of the Contract, or at such other time as the Contractor or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 30.5 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

30.6 The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.

30.7 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work, or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

30.8 If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

GC31 COMPLIANCE WITH NETWORK ACCEPTABLE USE POLICY

31.1 The Contractor must at all times during the performance of the Work comply with the Policy on the Use of the DFAIT Electronic Networks. A Contractor who does not abide by the terms and conditions of the policy may be subject to termination of the Contract as per GC8.

GC32 HANDLING OF PERSONAL INFORMATION

32.1 The Contractor acknowledges that DFAIT is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of Foreign Affairs, Trade and Development Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Foreign Affairs, Trade and Development Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Foreign

Affairs, Trade and Development Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

GC33 LANGUAGE

33.1 The language of communication between Her Majesty and the Contractor shall be English or French.

GC34 PROACTIVE DISCLOSURE

34.1 The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It is a term of this Contract that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of Work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site <http://www.fac-aec.gc.ca/department/disclosure/menu-en.asp>. Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

GC35 HEALTH AND SAFETY

35.1 The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.

The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.

APPENDIX “A” – STATEMENT OF WORK (SOW)**1. Title**

Maintenance of the HVAC systems for the Embassy of Canada, the Official Residence and Embassy Staff Quarters, in Buenos Aires, Argentina.

2. Objective of the Work

To perform maintenance services which includes preventive and corrective work of the Heating, Ventilation and Air Conditioning system for the:

- A. Chancery Building
- B. Official Residence Building
- C. Staff Quarters

3. Contractor’s Responsibilities

- 3.1 The Contractor shall provide all labour and equipment/instruments required for the preventive maintenance services, which includes providing the refrigerants and Glycol test strips for the water, check lubrication for circulating water pumps, check air handling unit belts, seals for the air handling units, fan belts for the exhaust fans, bearings, etc.. The responsibilities will also include the inspections and testing of electrical boards, components, relays and controllers associated with the existing mechanical equipment.
- 3.2 The Contractor must lubricate the equipment, replace belts, replace bearings, filters and carry out minor repairs including electrical repairs when required. The Contractor must remove rust and paint the equipment including drip pans when required.
- 3.3 The Contractor must provide technical support for other existing additional mechanical systems as water rain pumps, and others, during each visit as required.
- 3.4 The Contractor must supply any required materials to perform the work such as paint, refrigerant oil, driving belts, air filters, bearings or any part of the equipment to be replaced.
- 3.5 The Contractor shall discuss with the Property Manager any problems experienced since the last service visit.

4. Required Resources and Site Access

- 4.1. The Contractor must provide the maintenance services during embassy working hours, Monday to Thursday from 08:30 to 12:30 and from 13:30 to 17:30.
- 4.2. The day and time to provide the maintenance service must be coordinated with the Property Manager.
- 4.3. Site access is to be coordinated with the Property Manager.
- 4.4. The Contractor’s personnel must be able to communicate verbally in Spanish.
- 4.5. It will be an asset if with the same technical knowledge, the Contractor’s personnel also be able to communicate in French or English.

5. Telephone Support

- 5.1. Routine: The Contractor must provide a telephone help line service, from Monday to Friday, during embassy working hours for as-and-when requested services.
- 5.2. Emergency: The Contractor must provide a telephone number for emergencies and on as-and-when requested services outside of embassy working hours. Emergency site response must be within 24 hours.

6. Servicing Responsibilities

- 6.1. The Contractor is to make all the appropriate arrangements with the Property Manager prior to the service visit.
- 6.2. The Contractor must carry out the service at the agreed time in a clean workmanlike manner.
- 6.3. The Contractor must provide all necessary barriers, signs, notices and any other equipment required to ensure the safety of the occupier and all visitors to the property.
- 6.4. The Contractor must test the HVAC system and associated components on completion of service maintenance to ensure it is left in full working order and complies with the original design criteria.
- 6.5. The Contractor must clear away all materials and debris from the site on completion of service maintenance, leaving the equipment site safe, clean and tidy. All materials and debris are to be disposed of by the Contractor.
- 6.6. The equipment and the engine rooms or places where equipment is located must be kept clean and tidy at all times.

7. Embassy support–Documentation to be provided

- 7.1. The Embassy will provide the applicable as built drawings of the mechanical and electrical installations. The Contractor shall examine the drawings to ensure that they are thoroughly familiar with the requirements and conditions.
- 7.2. The Embassy will also provide the manufacturer servicing manuals for all of the HVAC system units for the Chancery, the Official Residence and Staff Quarters.

8. Security of Work Site

- 8.1. The Contractor is to ensure to comply with all security norms and codes for HVAC maintenance and minor repair. Power supplies should be isolated and secured before any work commences.
- 8.2. The Contractor is to provide all necessary barriers, signs, notices and any other equipment required to ensure the safety of the occupier and all visitors to the property.

9. Deliverables

- 9.1. Comprehensive service, repair, preventive and predictive maintenance of the building systems for heating, ventilation and air conditioning equipment.
- 9.2. Prevent premature wear of the equipment and ensure it is fully operational.
- 9.3. On completion of each service visit, the Contractor must submit a soft copy report to the Property Manager. The report is to comment on the service visit, and advise if further work is required, indicating a possible time scale.
- 9.4. A full and comprehensive report shall be sent to the Property Manager together with any recommendations once a month.

10. As and When Requested Maintenance Services

- 10.1.1.** The Contractor must not perform any as and when requested maintenance services under the Contract unless authorized in advance and in writing by the Property Manager. This includes any alteration, modification, enhancements or any changes to the existing equipment. The Project Authority may from time-to-time request services noted in this statement of work and should provide 24-hours’ advance notice of such requirements.

A. Chancery Building**11. Location**

- 11.1. The Chancery building is located at Tagle 2828, Buenos Aires, Argentina. The building is six storeys high with including a basement and machine rooms at approximately 3,700.00 m².

- 11.2. The heating system includes two boilers which provide hot water at 250,000 kcal/hr. Boilers are “La Marina” c/w dual burners located in the basement of the building.
- 11.3. The cooling system includes two Trane chillers located on the 5th Floor of the building.
- 11.4. The ventilation system includes several fans in different locations of the building.

12. Existing Equipment at the Chancery

Table 1 – Trane Equipment		
No.	Description	Qty.
12.1	Chiller 180T Model: CGACD189EFNPN60GX3T Serial # L89K03449	1
12.2	Chiller 20T Model: ECGAD102AZANAAAW2M1N000G Serial # E96337	1
12.3	Air Handlers	5

Table 2 – Communication Centre Equipment		
No.	Description	Qty.
12.4	Centrifugal Pumps	8
12.5	Two-way Control Valves	5
12.6	Humidifier Pan	1
12.7	On/Off Motorized Louvers	2

Table 3 – Other Equipment		
No.	Description	Qty.
12.8	Individual Trane Fan Coils	60
12.9	Split Units (various brands)	5
12.10	Centrifugal Pumps	10
12.11	Boilers La Marina 250,000 kcal/h	2
12.12	Three-way Motorized On/Off Valve	4
12.13	Two-way Motorized On/Off Valve	6
12.14	Three-way Motorized Micronic Control Valves	2
12.15	Three-way Motorized Control Valves	8
12.16	On/Off Motorized Louvers	2
12.17	Injection and Exhaust Fans	15
12.18	Firefighting System Pumps	3
12.19	Submersible Pumps	7
12.20	Water supply pumps	2
12.21	Generator system	2

13. Tasks for Existing Equipment

13.1. Routine Servicing – General

- 13.1.1 All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals will be provided by the Property Manager.
- 13.1.2 The Contractor shall make any necessary adjustments and lubricate the equipment as required, to prevent premature wear.
- 13.1.3 All equipment units are to be inspected and maintained for normal operation.
- 13.1.4 During each visit, check the general operation of the machines; make minor repairs and adjustments as required. Perform associated preventive maintenance as per manufacturer’s recommendations.

14. Equipment – Trane Chillers

14.1. Monthly Inspections and Maintenance:

The following items are to be inspected for normal operation as per serving manuals:

- a) Control thermostats
- b) Pressure gauges
- c) Microprocessor
- d) Operating pressure and temperatures
- e) Abnormal noises or vibrations
- f) Condenser fans
- g) Motor consumption
- h) Oil heaters
- i) Motor insulation
- j) Load controller
- k) Chilled recirculating water flows
- l) Protection against engine winding overheating
- m) Anti-recycle timing
- n) Contactors, relays, part winding starter
- o) Auxiliary system interlocking
- p) Lubrication system
- q) Pressure switches
- r) Maintaining and polishing compressor terminals

14.2. Annual inspections and maintenance

- a) Check and calibrate all operating and safety controls.
- b) Check the compressor motor for insulation resistance
- c) Tighten all electrical connections
- d) Check the starter contacts for excessive wear and replaced as needed.
- e) Inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.

15. Equipment - Trane Air Handling Units

15.1 Monthly Inspections and maintenance

- a) Inspect and grease fan bearings per manufacturer's recommendations. Inspect belts conditions and adjust fan belt tension. Replace belts as required.
- b) Lubricate motor bearings per manufacture's recommendation.
- c) Inspect coils and condensate pans and clean as required. Assure condensate drain lines are clear and flowing.
- d) Inspect seals on access doors and flexible connectors. Repair or replace as required
- e) Monitor vibration of rotating equipment. This may be in the form of electronic amplitude measurement with data logging, or other predictive method which will detect bearing failure in the incipient stages and avoid on-line failures.
- f) Check and lubricate damper linkages.
- g) Check set screws and blade adjustments for proper operation.
- h) Inspect filter conditions Clean/replace filters as required.

15.2 Annual Inspections and maintenance

- a) Clean fan wheels and fan shaft. Utilize a stiff brush and mechanically remove built-up dirt.
- b) Clean, Sanitize and disinfect the fan, fan shaft, casing cooling coils and condensate pans and drain lines. Assure condensate drain lines are clear and flowing.
- c) Inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.

16. Other equipment inspections and maintenance**16.1. Monthly Inspections and maintenance**

The following other equipment units are to be monthly inspected for normal operation.

16.1.1 Circulating Water Pumps

- a) Perform a visual inspection of the pump shaft, bearings, couplings and mechanical seals.
- b) Lubricate pump bearings per manufacturer’s recommendation
- c) Inspect motor bearings, bushings, sleeves. Lubricate per manufacturer’s recommendations
- d) Inspect and check starter and motor connections for tightness and signs of overheating and contact pitting. Check condition of motor overloads.
- e) Monitor vibration of rotating equipment. This may be in the form of electronic amplitude measurement with data logging, or some other predictive method which will detect bearing failure in the incipient stages and avoid on-line failures.

16.1.2 Exhaust Fans

- a) Lubricate bearings per manufacturer’s recommendations.
- b) Inspect fan belt tension and conditions of the belts. Replace fan belt annually.
- c) Inspect motor consumption and lubricate motor per manufacturer’s recommendations
- d) Check rotation of fan wheels.
- e) Monitor vibration of rotating equipment.
- f) Inspect condition of sheaves and pulleys annually.
- g) Annually inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.

16.1.3 Drip Pans

- a) Inspect all drip pans under equipment and piping for evidence of leakage.
- b) Correct the source of all leakage.

16.1.4 Valves

- a) All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals.
- b) Inspect setting, cleaning and lubrication as described in the manuals.

16.1.5 Humidifier

- a) All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals.
- b) Inspect resistance, control power consumption and clean pan as described in the manuals.

16.1.6 Split Units

- a) All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals.
- b) Inspect and grease fan bearings per manufacturer’s recommendations.
- c) Lubricate motor bearings per manufacture’s recommendation.
- d) Inspect coils and condensate pans and clean as required. Assure condensate drain lines are clear and flowing.
- e) Inspect seals on access doors and flexible connectors. Repair or replace as required
- f) Monitor vibration of rotating equipment.
- g) Check set screws and blade adjustments for proper operation.
- h) Inspect filter conditions Clean/replace filters as required.
- i) Annually inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.

16.1.7 Individual Fan Coils

- a) Inspect and grease fan bearings per manufacturer’s recommendations.

- b) Lubricate motor bearings per manufacture’s recommendation.
- c) Inspect coils and condensate pans and clean as required. Assure condensate drain lines are clear and flowing.
- d) Inspect seals on access doors and flexible connectors. Repair or replace as required
- e) Monitor vibration of rotating equipment.
- f) Check and lubricate damper linkages.
- g) Check set screws and blade adjustments for proper operation.
- h) Inspect filter conditions. Clean/replace filters as required.

16.1.8 Boilers

- a) All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals.
- b) Inspect for water leaking, water pressure and valves.
- c) Inspect for operation temperatures.
- d) Inspect burners and combustion per manufacturer’s instructions.
- e) Inspect the safety controls.
- f) Inspect the starters.
- g) Inspect the combustion controls.

16.1.8.1 Annual Inspections and maintenance

- a) All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals.
- b) Inspect the unit casing Clean interior tubes

B. Official Residence Building

17. Location

The Official Residence building is located in Acassuso, Provincia de Buenos Aires.
The building is two storeys high with an area including basement of approximately 400.00 m².

18. Existing Equipment

Table 1 – Hitachi Equipment		
No.	Description	Qty.
18.1	VRV variable refrigerant flow control units 10T Model: RAS 10 FSG heat/cool – 2500 Kcal/h cooling – 2800Kcal/h heating Serial # L89K03449 Compressor scroll	3
18.2	Indoor units	17

Table 2 – Other Equipment		
No.	Description	Qty.
18.3	Split Units	8

19. Tasks for Existing Equipment

19.1 Routine Servicing – General

- a) All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals.
- b) The Contractor shall make any necessary adjustments and lubricate the equipment as required, to prevent premature wear.

20. Equipment - Hitachi VRV control units – Monthly inspections

- a) All equipment units are to be inspected for normal operation.
- b) During each visit, check the general operation of the machines; make minor repairs and adjustments as required. Perform associated preventive maintenance as per manufacturer's recommendations.

Monthly inspections and maintenance

20.1.1 Indoor Unit and Outdoor Unit

20.1.1 Fan and Fan Motor

- a) Lubrication - All fan motors are pre-lubricated and sealed at the factory- no lubricating
- b) maintenance is required.
- c) Sound and Vibration - Inspect for abnormal sound and vibration.
- d) Rotation - Inspect for clockwise rotation and rotating speed.
- e) Insulation - Inspect for electrical insulation resistance.

20.1.2 Heat Exchanger

- a) Inspect and remove any accumulated dirt and dust from the heat exchanger at monthly intervals, other obstacles which might restrict air flow should also be removed.

20.1.3 Piping Connection

- a) Leakage - Inspect for refrigerant leakage at piping connection.

20.1.4 Cabinet

- a) Stain and Lubrication - Inspect and remove any stain and lubrication.
- b) Fixing Screw - Inspect and fix loosened or lost screws.
- c) Insulation - Inspect and repair peeled thermal insulation material on cabinet.

20.1.5 Electrical Equipment

- a) Activation - Inspect for abnormal activation of the magnetic contactor, auxiliary relay, PCB and etc.
- b) Line Condition - Pay attention to working voltage, amperage and phase balance. Inspect for faulty contact caused by loosened terminal connections, oxidized contacts, foreign matter, and other items. Inspect for electrical insulation resistance.

20.1.6 Control and Protective Devices

- a) Setting must be maintained as per the service manuals. Contractor must verify that the correct setting is in place.

20.2 For Indoor Units

20.2.1 Air Filter

- a) Cleaning - Inspect and remove any accumulated dirt and dust

20.2.2 Drain Pan, Drain-up Mechanism and Drain Pipe

- a) Drain Line - Inspect and clean the condensate drain line at least twice a year.
- b) Drain-up Mechanism - Inspect for activation of drain-up mechanism.

20.2.3 Float Switch

- a) Activation - Inspect for activation of float switch.

20.3 For Outdoor Units

20.3.1 Compressor

- a) Sound and Vibration - Inspect for abnormal sound and vibration.

- b) Activation - Inspect for that the voltage drop of power supply line is within 16% at start and within 2% during operation.

20.3.2 Reverse Valve

- a) Activation - Inspect for any abnormal activating sound.

20.3.3 Strainer

- a) Inspect for ~~that~~ no temperature difference between both ends.
- b) Oil Heater. The oil heater should be started at least 12 hours before start-up, by switching ON the main power source.

Annual inspections and maintenance outdoor and indoor units

- a) Check and calibrate all operating and safety controls.
- b) Check the compressor motor for insulation resistance
- c) Tighten all electrical connections
- d) Check the starter contacts for excessive wear and replaced as needed.
- e) Inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.
- f) Earth Line – Inspect for continuity to the earth once a year.

21. Other equipment inspections and maintenance

The following other equipment units are to be inspected and serviced monthly for normal operation

21.1 Kitchen exhaust Fan

- a) Lubricate bearings per manufacturer’s recommendations.
- b) Inspect fan belt tension and conditions of the belts. Replace fan belt annually.
- c) Inspect motor consumption and lubricate motor per manufacturer’s recommendations
- d) Check rotation of fan wheels.
- e) Monitor vibration of rotating equipment.
- f) Inspect condition of sheaves and pulleys annually.
- g) Annually inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.

21.2 Split Units

- a) All servicing will be carried out strictly in accordance with the specific manufacturer’s current servicing manuals.
- b) Inspect and grease fan bearings per manufacturer’s recommendations.
- c) Lubricate motor bearings per manufacture’s recommendation.
- d) Inspect coils and condensate pans and clean as required. Assure condensate drain lines are clear and flowing.
- e) Inspect seals on access doors and flexible connectors. Repair or replace as required.
- f) Monitor vibration of rotating equipment.
- g) Check set screws and blade adjustments for proper operation.
- h) Inspect filter conditions. Clean/replace filters as required.
- i) Inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.

C. Embassy Staff Quarters

22. Locations

The Embassy staff quarters are apartments located in the city of Buenos Aires close to the Canadian chancery. There are currently 12 staff quarters.

23. Existing Equipment

Table 1 Equipment		
No.	Description	Qty.
1.1	Total of different brands Split Units in staff quarters	55

24. Tasks for Existing Equipment

The following tasks must be performed twice a year.

24.1 Split Units

- a) All servicing will be carried out strictly in accordance with the specific manufacturer's current servicing manuals.
- b) Inspect and grease fan bearings per manufacturer's recommendations.
- c) Lubricate motor bearings per manufacture's recommendation.
- d) Inspect coils and condensate pans and clean as required. Assure condensate drain lines are clear and flowing.
- e) Inspect seals on access doors and flexible connectors. Repair or replace as required.
- f) Monitor vibration of rotating equipment.
- g) Check set screws and blade adjustments for proper operation.
- h) Inspect filter conditions. Clean/replace filters.
- i) Inspect the unit casing and accessories for paint chipping and/corrosion, make minor repairs and adjustments.

APPENDIX “B” – BASIS OF PAYMENT

INITIAL CONTRACT PERIOD – Year 1

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

Prices are in USD and do not include taxes.

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

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

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

Total Evaluated Price, Initial Contract Period Year 1:	_____USD
---	----------

OPTION PERIOD – Option 1 - Year 2 and Year 3

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

Prices are in USD and do not include taxes.

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

Firm All Inclusive Monthly Cost - Embassy Staff Quarters	24 months	_____USD	_____USD
Total Evaluated Price, Routine Maintenance Services [c]:			_____USD

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

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

Total Evaluated Price, Initial Contract Period Year 2 and Year 3:	_____USD
--	----------

OPTION PERIOD – Option 2 - Year 4 and year 5

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

Prices are in USD and do not include taxes.

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

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

As-and-When-Requested Maintenance Services – Year 4 and Year 5			
Description	Estimated Quantity* [d]	Firm All Inclusive Hourly Rate [e]	Total [d x e]
Firm All Inclusive As-and-When-Requested Maintenance Services - Chancery Building	70 hours	_____USD	_____USD
Firm All Inclusive As-and-When-Requested Maintenance Services - Official Residence Building	70 hours	_____USD	_____USD

Firm All Inclusive As-and-When-Requested Maintenance Services - Embassy Staff Quarters	70 hours	_____USD	_____USD
Total Evaluated Price, As-and-When-Requested Maintenance Services [f]:			_____USD

Total Evaluated Price, Initial Contract Period Year 4 and Year 5:	_____USD
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APPENDIX "C" – SECURITY REQUIREMENTS CHECK LIST

Government
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Contract Number / Numéro du contrat

RE: 20-162494

Security Classification / Classification de sécurité
RELIABILITY STATUS

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		2. Branch or Directorate / Direction générale ou Direction	
DFAFD		BAIRS MISSION	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail CH-IOR : Provide Maintenance service for the HVAC systems			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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.)		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> 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"/>			
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"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		No release restrictions Aucune restriction relative à la diffusion <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:	
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"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
RELIABILITY STATUS

Canada



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

RE: 20-162494

Security Classification / Classification de sécurité
RELIABILITY STATUS

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 ☐ Yes
Non 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 ☐ Yes
Non 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 ☒ Yes
Non Oui

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
RELIABILITY STATUS

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

RE: 20-162494

Security Classification / Classification de sécurité
RELIABILITY STATUS

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	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TOP SECRET TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
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?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

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?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No ☐ Yes
Non Oui

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).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
RELIABILITY STATUS

Canada



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

RE: 20-162494

Security Classification / Classification de sécurité
RELIABILITY STATUS

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Donino Cabeza		Title - Titre Property manager	Signature
Telephone No. - N° de téléphone 381 3325	Facsimile No. - N° de télécopieur 381 1012	E-mail address - Adresse courriel donino.cabeza@international.gc.ca	Date 2019-09-13

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Carlos Muñante		Title - Titre RPM/MSO	Signature
Telephone No. - N° de téléphone 381 3550	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date 2019-10-03

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?

☒ No ☐ Yes
Non Oui

16. Procurement Officer / Agent d'approvisionnement

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
RELIABILITY STATUS

Canada

APPENDIX “D” - INSURANCE REQUIREMENT**1. Commercial General Liability Insurance**

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.