



A1. DEPARTMENTAL REPRESENTATIVE

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**Best Value (Point Rated)
Request for Proposals (RFP)**

for

Performance of the Work described in Annex
“B” – Statement of Work of the draft
contract.

A2. TITLE Chancery Floor Refurbishment		
A3. SOLICITATION NUMBER 21-180866	A4. PROJECT NUMBER G-VIENN-100.1.01.4	A5. DATE 19 November 2020
A6. RFP DOCUMENTS <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements (Section “I”) 3. Evaluation and Basis of Selection (Section “II”) 4. Price Proposal (Section “III”) 5. General Instructions (Section “IV”) 6. Rated Requirements Table (Annex “A”) 7. Draft Contract and Statement of Work (Annex “B”) <p>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.</p>		
A7. PROPOSAL DELIVERY <p>In order for the proposal to be valid, it must be received no later than 14:00 Eastern Daylight Time (EDT) on 21 December 2020 (as per Ottawa, Ontario) referred to herein as the “Closing Date”.</p> <p>Only electronic copies will be accepted and received at the following email address:</p> <p>Attention: Karyne Villeneuve E-Mail: realproperty-contracts@international.gc.ca Solicitation #: 21-180866</p> <p>Proponents should ensure that the Solicitation Number is clearly marked in the email subject/title.</p>		
A8. PRICE PROPOSAL <p>All the information required in section SR4 must appear on Section “III” - Price Proposal ONLY and be part of a separate file titled “Price Proposal”. Failure to comply will result in the entire proposal being declared non-compliant and rejected from further consideration. All prices must be in European Euros (EUR).</p>		
A9. ENQUIRIES <p>All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative no later than three (3) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.</p>		
A10. LANGUAGE <p>Proposals shall be submitted in English or French.</p>		
A11. CONTRACT DOCUMENTS <p>The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses to the Departmental Representative in accordance with A9. - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.</p>		
A12. PROPONENT CONFERENCE (IF ANY) <p>No proponents’ conference will be held as part of this Request for Proposal.</p>		

SECTION "I" – SUBMISSION REQUIREMENTS**SR1 SUBMISSION OF PROPOSALS**

- 1.1 Proposals must be received by DFATD at the email address identified and by the date and time specified on page 1 of the solicitation.
- 1.2 Proponents should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Proponent to confirm that their submission has been received on time and to the correct email address.
- 1.3 More than one (1) e-mail can be sent if necessary. If the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened.
- 1.4 Her Majesty requests that Proponents provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 1.5 Proponents should follow the specifications format instructions described below, during the preparation of their proposal:
 - Minimum type face of 10 points.
 - All material be formatted to print on 8.5" x 11" or A4 paper, or on 11" x 17" or A3 paper, though this will count as two (2) pages.
 - For clarity and comparative evaluation, the Proponent should respond using the same subject headings and numbering structure as in this Request for Proposals (RFP) document.
- 1.6 Proposals may be modified or resubmitted only before the solicitation Closing Date and Time, and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 1.7 Her Majesty will take no responsibility if a proposal is not received on time because the e-mail was refused by a DFATD server for the following reasons:
 - The size of attachments exceeds 10 MB.
 - The e-mail was rejected or put in quarantine because it contains executable code (including macros).
 - The e-mail was rejected or put in quarantine because it contains files that are not accepted by DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 1.8 Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.
- 1.9 It is strongly recommended that Proponents confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one email containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 1.10 Her Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Proponent or by an authorized representative of the Proponent. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Proponent of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal nonresponsive.
- 1.11 It is the Proponent's responsibility to:

- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- prepare its proposal in accordance with the instructions contained in the RFP;
- submit by Closing Date and Time a complete proposal;
- send its proposal only to the email address specified on page 1 of the bid solicitation;
- ensure that the Proponent's name, and the solicitation number are in the subject line of the email containing the proposal; and,
- provide a comprehensible, intelligible, and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

1.12 Proponents agree that, by submitting a Proposal, Her Majesty may request proof of the validity of the statements in their Proposal.

1.13 Unless specified otherwise in the RFP, her Majesty will evaluate only the documentation provided with a Proponent's proposal. Her Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

1.14 A proposal cannot be assigned or transferred in whole or in part.

SECTION "II" – EVALUATION AND BASIS OF SELECTION

SR1 INTRODUCTION

- 1.1 This section outlines the information Proponents are required to submit. To qualify, Proponents must meet the mandatory requirements set out in the RFP. Proposals not meeting the Mandatory Requirements will not be given any further consideration. Submissions meeting the Mandatory Requirements shall be evaluated according to the criteria and point rating set out in SR2 – Mandatory Requirements, SR3 – Rated Requirements and SR4 – Price Proposal. Should Her Majesty elect to proceed with a contract, the Proponent with the highest score will be awarded the Contract.
- 1.2 The evaluation will be based solely on the content of the responses and any correctly submitted amendments. No assumptions should be made that Her Majesty has any previous knowledge of the Proponents' qualifications other than that supplied pursuant to this RFP.

TECHNICAL PROPOSAL

Technical Proposals **must not** exceed thirty (30) single-sided pages of 8½ "x 11" (21 cm x 27.5 cm) paper, minimum type face 10 pts. All material shall be printed on 8.5" x 11" or A4 (21 cm x 27.5 cm) paper. Material exceeding the thirty (30) page maximum will **NOT** be considered. For the sake of clarity and comparative evaluation, Proponents should respond using the same subject headings and numbering structure in this document.

Proponents must obtain, at minimum, a rating of "adequate" on the criteria set out in SR3.1, SR3.2, SR3.3 and SR3.4. Note that "adequate" ratings are defined below for each evaluation component. Proposals not meeting this requirement will not be given any further consideration.

SR2 MANDATORY REQUIREMENTS**2.1 Corporate Experience****2.1.1 Years of Experience**

Description	Compliance
<p>The Proponent must have:</p> <ul style="list-style-type: none"> • a minimum of three (3) years' experience in the installation of flooring in commercial buildings and/or commercial office interiors, in the past fifteen (15) years to bid closing date; • have been founded at least three (3) years ago; and • a minimum of 5 fixed employees. 	<p>The Proponent must provide the following:</p> <ul style="list-style-type: none"> • a summary of their experience demonstrating at least 3+ years' experience between 2005 to 2020; • confirmation of the date of foundation; and • confirmation of the number of fixed employees.

2.1.2 Trade License

Description	Compliance
<p>The Proponent must possess a valid trade license granted by the Austrian chamber of commerce.</p>	<p>The Proponent must provide a copy of the valid licence.</p>

2.2 Personnel Experience

2.2.1 Project Manager

Description	Compliance
The proposed Project Manager must have a minimum of three (3) years’ experience in the renovation of commercial buildings and/or commercial office interiors, in the past fifteen (15) years to bid closing date.	The Proponent must provide the Project Manager’s curriculum vitae (CV) which demonstrates the following: <ul style="list-style-type: none"> • a summary of their experience; and • 3+ years’ experience between 2005 to 2020.

2.2.2 Team Leader

Description	Compliance
The proposed Site Manager/Team Leader must have a minimum of five (5) years’ on-site experience in the installation of new flooring and directly engaged workers, in the past five (5) years to bid closing date. The proposed Site Manager/Team Leader must speak fluent German and/or English.	The Proponent must provide the Site Manager/Team Leader’s curriculum vitae (CV) which demonstrates the following: <ul style="list-style-type: none"> • a summary of their experience; • 5+ years’ experience between 2010 to 2020; and • fluency in German and/or English.

SR3 RATED REQUIREMENTS (74 POINTS)

3.1 Work Plan (20 points)

Intent:

Evaluate the proponent’s strategy for delivering the Project. Adequate response consists of an effective delivery strategy to meet the requirements of the Statement of Work and a clear description of how the team will be effectively managed. For a proposal to receive higher marks, it must elaborate on the strategy for delivering the Project and describe in detail how the various components of the Proponent Team relate to each other, assist each other and communicate with each other.

Information to be submitted:

- 3.1.1 the name, role, number of hours/days planned, per individual Proponent Team member, for each Project milestone;
- 3.1.2 a project organization chart showing names and titles of all Proponent Team resources named for the Project;
- 3.1.3 a short description of the roles of all parties involved and describe how this team will work together to execute the various phases of the Work; and
- 3.1.4 a description of the nature, extent and duration of the links in any partnerships / joint ventures.

Rating:

Score	Evaluation	Definition
20	Outstanding	Innovative, comprehensive and complete in all details; exceeds all requirements and objectives.
15-19	Excellent	Substantial response in clearly definable detail; meets all critical requirements; demonstrates full understanding.
10-14	Adequate	Meets all minimum requirements; demonstrates partial understanding.
5-9	Poor	Misses some requirements, demonstrates partial understanding; some detail missing.
0-4	Unsatisfactory	No data/incomplete bid; lacks understanding.

3.2 Corporate Experience (10 points per project, Total of 30 points)**Intent:**

Evaluate the Proponents recent corporate experience on projects of similar size and scope. Adequate experience consists of **three (3)** recent projects of the same size and scope or an equivalent combination of larger and smaller projects.

“Recent” is defined as work in the past seven (7) years to bid closing date.

“Similar” is defined as a commercial office space fit-up greater than 500 square meters and not more than 10,000 square meters with a construction value over \$100,000 CAD.

Information to be submitted:

The Proponent must submit **three (3)** recent projects of similar size and scope. The response to be provided here can consist of existing material (brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, Annex A (Rated Requirements Table) must be completed.

Rating (per project):

Score	Evaluation	Definition
10	Outstanding	Innovative, comprehensive and complete in all details; exceeds all requirements and objectives.
6-9	Excellent	Substantial response in clearly definable detail; meets all critical requirements; demonstrates full understanding.
4-5	Adequate	Meets all minimum requirements; demonstrates partial understanding.
2-3	Poor	Misses some requirements, demonstrates partial understanding; some detail missing.
0-1	Unsatisfactory	No data/incomplete bid; lacks understanding.

3.3 Experience of Project Manager (4 points per project, Total of 12 points)**Intent:**

Evaluate the recent experience of the proposed Project Manager on projects of similar size and scope as described in the Statement of Work.

“Recent” is defined as work in the past seven (7) years to bid closing date.

“Similar” is defined as a commercial office space fit-up greater than 500 square meters and not more than 10,000 square meters with a construction value over \$100,000 CAD.

Information to be submitted:

The Proponent must submit **three (3)** recent projects of similar size and scope, that the Project Manager was involved in. The response to be provided here can consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, Annex A (Rated Requirements Table) must be completed.

Rating (per project):

Score	Evaluation	Definition
4	Outstanding	Innovative, comprehensive and complete in all details; exceeds all requirements and objectives.
3	Excellent	Substantial response in clearly definable detail; meets all critical requirements; demonstrates full understanding.
2	Adequate	Meets all minimum requirements; demonstrates partial understanding.

1	Poor	Misses some requirements, demonstrates partial understanding; some detail missing.
0	Unsatisfactory	No data/incomplete bid; lacks understanding.

3.4 Experience of Site Manager/Team Leader (4 points per project, Total of 12 points)

Intent:

Evaluate the recent experience of the proposed Site Manager/Team Leader on projects of similar size and scope as described in the Statement of Work.

“Recent” is defined as work in the past seven (7) years to bid closing date.

“Similar” is defined as a commercial office space fit-up greater than 500 square meters and not more than 10,000 square meters with a construction value over \$100,000 CAD.

Information to be submitted:

The Proponent must submit **three (3)** recent projects of similar size and scope that the Site Manager/Team Leader was involved in. The response to be provided here can consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, Annex A (Rated Requirements Table) must be completed.

Rating (per project):

Score	Evaluation	Definition
4	Outstanding	Innovative, comprehensive and complete in all details; exceeds all requirements and objectives.
3	Excellent	Substantial response in clearly definable detail; meets all critical requirements; demonstrates full understanding.
2	Adequate	Meets all minimum requirements; demonstrates partial understanding.
1	Poor	Misses some requirements, demonstrates partial understanding; some detail missing.
0	Unsatisfactory	No data/incomplete bid; lacks understanding.

SR4 PRICE PROPOSAL (50 POINTS)

4.1 All the information required in section SR4 must appear on Section “III” - Price Proposal ONLY and sealed in a separate document marked “Price Proposal”. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration. Price Proposals will only be opened after the evaluation of the Technical Proposal is completed. If it becomes clear that the Price Proposal Score would not alter the standing of any proposal, that Price Proposal document will NOT be opened.

4.2 Fixed Price

- 4.2.1** Proponents shall quote an all inclusive Fixed Price (excluding the cost of The Minister’s services and equipment \furniture) in European Euros (EUR) on the form attached as Section “II” - Price Proposal. The Fixed Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent’s proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 4.2.2** Proponents shall estimate the value of the taxes (including VAT as per SR4.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent;
- 4.2.3** All payments shall be made according to the terms of payment set out in the attached Contract;
- 4.2.4** Exchange rate fluctuation protection is not offered; and
- 4.2.5** Price Proposals not meeting above requirements will not be given any further consideration.

4.3 Taxes & Duties

4.3.1 Proponents are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.

4.3.2 Her Majesty will pay the VAT specified in the Price Proposal provided:

4.3.2.1 that amount is applicable to the Work provided by the Proponent to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Proponent to any third party (including subcontractors);

4.3.2.2 Her Majesty is unable to procure an exemption from VAT in respect of the Work;

4.3.2.3 the Proponent agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;

4.3.2.4 the VAT is shown separately on all of the Proponent's invoices and progress claims; and

4.3.2.5 the Proponent agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Contractor pursuant to applicable tax laws.

4.4 Rating

The lowest Fixed Price will score fifty (50) points. Price Proposals costing 150% or more of the lowest Price Proposal will score zero (0) points. Other prices will be scored in arithmetic proportion as per the following formula:

$$\text{Score} = 50 - [(\text{Price Proposal} - \text{lowest Price Proposal}) \times 50 / (\text{lowest Price Proposal} \times 0.5)]$$

Example:

(In this example, Proposal 1 is the lowest priced proposal)

Proposal 1 = 100

Score = 50 pts

Proposal 2 = 110

Score = $50 - [(110 - 100) \times 50 / (100 \times 0.5)] = 50 - 10 = 40$ pts

Proposal 3 = 125

Score = $50 - [(125 - 100) \times 50 / (100 \times 0.5)] = 50 - 25 = 25$ pts

Proposal 4 = 145

Score = $50 - [(145 - 100) \times 50 / (100 \times 0.5)] = 50 - 45 = 5$ pts

Proposal 5 = 150

Score = 0 pts

Proposal 6 = 175

Score = 0 pts

4.5 Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and expectation used to determine the cost of each component of the Work, may lead to disqualification.

SECTION "III" – PRICE PROPOSAL

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: (____) ____ - _____ Fax number: (____) ____ - _____

Email: _____@_____

Price Proposal in EUR
(in accordance with SR4.2): _____
(state amount in words)

Applicable taxes in EUR
(in accordance with SR4.3): _____
(state amount in words)

All amounts are in the currency specified in the Contract

Signature

Date

Print Name and Capacity

COST BREAKDOWN

Financial Proposal			
Please provide details to support the costing			
Description	Estimated Amount (m ²)	Cost per m ² (EUR)	Total Value (EUR)
A – Carpet Removal Includes: <ul style="list-style-type: none"> • Dust protection and preparation of work site • Protection of new flooring with foil • Removal and disposal of old carpet and wall bases • Sanding and priming of floor • Application of levelling compound up to 3mm • Surcharge for fast drying levelling compound 	2,800 m ²	€ _____	€ _____
<ul style="list-style-type: none"> • Overtime surcharge for work to be completed on weekends (Saturday/Sunday) – Corridors (±970 m²) 	Up to 970 m ²	€ _____	€ _____
Subtotal A			€ _____
B – Carpet Installation Includes: <ul style="list-style-type: none"> • Installation of provided carpet tiles • Surcharge TARKETT-Tape system • Surcharge herringbone pattern (±270 m² – Meetings Rooms only) • Installation of wall bases and transition strips • Surcharge for carpeting floor tanks (20 pieces) 	2,800 m ²	€ _____	€ _____
<ul style="list-style-type: none"> • Overtime surcharge for work to be completed on weekends (Saturday/Sunday) 	Up to 970 m ²	€ _____	€ _____
Subtotal B			€ _____
C – Materials Includes: <ul style="list-style-type: none"> • Transition strips (±4 m) • Wall bases (±2250 m²) • Delivery of Transition strips and wall bases 	N/A	N/A	€ _____
Subtotal C			€ _____
D – Option 1: Repair of Floor Understructure Includes: <ul style="list-style-type: none"> • Opening of floor, removal of old understructure, construction of new understructure and subfloor 	Up to 500 m ²	€ _____	€ _____
<ul style="list-style-type: none"> • Overtime surcharge for work to be completed on weekends (Saturday/Sunday) 	250 m ²	€ _____	€ _____
Subtotal D			€ _____
E – Option 2: Levelling of floor above 3mm Includes: <ul style="list-style-type: none"> • Applying fast drying plaster, levelling to match surrounding floor levels 	Up to 2,800 m ²	€ _____	€ _____
<ul style="list-style-type: none"> • Overtime surcharge for work to be completed on weekends (Saturday/Sunday) 	250 m ²	€ _____	€ _____
Subtotal E			€ _____
Total Net Costs (Subtotals A+B+C+D+E)			€ _____
Taxes			€ _____
Total Costs (including Taxes)			€ _____

Bidders are also required to provide special hourly rates for services required outside the contract:

Financial Proposal – Special Rates	
Description	Hourly Rate
1 – Hourly rate for extra work on demand floorer	€ _____
2 – Hourly rate for extra work on demand helper	€ _____
3 – Material delivery for extra work on demand	€ _____
4 – Overtime rate Saturday	€ _____
5 – Overtime rate Sunday	€ _____

SECTION "IV" - GENERAL INSTRUCTIONS

GI1 RESPONSIVENESS

- 1.1 For a proposal to be considered valid, it must comply with all of the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

GI2 ENQUIRIES - SOLICITATION STAGE

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Departmental Representative as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A9 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Proponents, the Departmental Representative will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Departmental Representative named herein. Non-compliance with this condition during the solicitation period will (for that reason alone) result in the disqualification of your proposal.

GI3 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

- 3.1 Should any Proponent consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Proponent is invited to make suggestions, in writing, to the Departmental Representative named herein. The Proponent must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Proponent will be given consideration provided they are received by the Departmental Representative within the timeframe described in article A9 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

GI4 PROPOSAL PREPARATION COST

- 4.1 The costs, including travel incurred by the Proponent in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Proponent and will not be reimbursed by Her Majesty.

GI5 PROPOSAL DELIVERY

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A6, on or before the Closing Date and Time specified in A6.

- 5.2 Responsibility for proposal delivery: The Proponent has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to a location other than the one stipulated in A6.
- 5.3 Late Proposals: The Minister will return unopened proposals received after the Closing Date and Time specified in A6.

GI6 VALIDITY OF PROPOSAL

- 6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) days after the Closing Date.

GI7 RIGHTS OF CANADA

- 7.1 Her Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Proponents, at Proponents cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent with respect to this RFP;
- 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
- 7.1.3 to accept any proposal in whole or in part without prior negotiation;
- 7.1.4 to cancel and/or re-issue this RFP at any time;
- 7.1.5 to award one or more contracts, if applicable;
- 7.1.6 to retain all proposals submitted in response to this RFP;
- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful proposal in any resulting contract; and
- 7.1.9 not to contract at all.

GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT

- 8.1 Canada may reject a proposal where the Proponent, including the Proponent's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- 8.1.1 Section 121, Frauds upon the Government;
- 8.1.2 Section 124, Selling or Purchasing Office; or
- 8.1.3 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.)
- 8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Departmental Representative will so inform the Proponent and provide the Proponent the ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

GI9 INCURRING OF COST

9.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Departmental Representative can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Departmental Representative. The Proponent’s attention is drawn to the fact that the Departmental Representative is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

10.1 Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

GI11 PROPERTY OF HER MAJESTY

11.1 All correspondence, documents and information provided to the Minister by any Proponent in connection with this RFP will become the property of Her Majesty and may be released pursuant to the Canadian Federal Access to Information Act and the Privacy Act.

GI12 RIGHTS OF UNSUCCESSFUL PROPONENTS

12.1 Proponents are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the envelope by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Proponents of this tender competition. The keeping of such information

by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Proponents to this tender process, all the documents submitted by competing Proponents are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Proponents that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI13 PRICE SUPPORT

13.1 In the event that the Proponent's bid is the sole responsive proposal received, the Proponent must provide, on the Minister's request, one or more of the following price support if applicable:

- 13.1.1** a current published price list indicating the percentage discount available to the Minister;
- 13.1.2** copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
- 13.1.3** a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;
- 13.1.4** price or rate certification;
- 13.1.5** any other supporting documentation as requested by the Minister.

GI14 INTERPRETATION

14.1 In this RFP, “Her Majesty”, “the Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.

ANNEX "A" – RATED REQUIREMENTS TABLE

SR3.2 Corporate Experience (10 points per project, Total of 30 points)

SR3.3 Experience of Project Manager (4 points per project, Total of 12 points)

SR3.4 Experience of Site Manager/Team Leader (4 points per project, Total of 12 points)

		Project 1	Project 2	Project 3
1.	Title of project			
2.	Location of project (city, country)			
3.	Client name			
4.	Brief description of project scope			
5.	Value of work (EUR)			
6.	Start date of work (month, year)			
	End date of work (month, year)			
7.	Bidder's role in the project			
8.	Project Manager's role in the project			
9.	Description of services provided by the Site Manager/Team Leader			

ANNEX “B” - DRAFT CONTRACT AND STATEMENT OF WORK

C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE

NAME OF DEPARTMENTAL REPRESENTATIVE
 DIVISION NAME AND ACRONYM
 125 Sussex Drive
 Ottawa, Ontario
 Canada, K1A 0G2

Telephone:
 Mobile:
 Fax:
 E-mail: @international.gc.ca

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.

Performance of the Work described in Appendix “A” – Statement of Work.

C2. TITLE Carpet Replacement		
C3. CONTRACT PERIOD Start: TBD End: TBD		
C4. CONTRACT NUMBER 21-180866	C5. PROJECT NUMBER G-VIENN-100.1.01.4	C6. DATE TBD
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. Existing Documents List (Appendix “C”) 7. The Contractor’s Proposal (Appendix “D”) 8. The Security Requirements Check List (Appendix “E”) 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 TBD, to be paid in accordance with the rates provided in Appendix “B” (Basis of Payment.: All Amounts are in European Euros (EUR) and inclusive 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 Rates table (see Appendix “B”); g. the project name; and h. the contract number.		
C10. GOVERNING LAWS Laws in force in the Province of Ontario, Canada		
FOR THE CONTRACTOR _____ Signature _____ Date _____ Print Name and Capacity		Corporate Seal
FOR THE MINISTER _____ Signature _____ Date _____ Print Name and Capacity		

SECTION “I” – SUPPLEMENTARY CONDITIONS**SC1 SACC MANUAL CLAUSES – OPTIONAL GOODS AND/OR SERVICES**

SACC *Manual* Clause [A0070C](#) (2007-11-30), “Optional Goods and/or Services”

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Appendix “A” (Statement of Work) and Appendix “B” (Basis of Payment) of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

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 procurement 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.facc.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. Objective of the Work**

The Embassy of Canada in Austria requires a Contractor to replace the existing flooring in the Chancery with new carpet.

2. Location

All work will take place in the Chancery which is located at Laurenzerberg 2, 1010 Vienna.

3. Background

The current carpet floor in the Chancery has never been replaced since the Embassy opened over 20 years ago, save for a small patch of corridor. As the decision was recently made not to move Chanceries, Global Affairs Canada is funding several refurbishment projects, including a renewing of this carpet. The carpet has already been purchased and shipped to the Embassy; a contract is now required to - inter alia - remove the existing carpet and wall bases, grind and level the floor, and install new carpet and wall bases.

4. Scope of works

4.1 Delivery of needed materials (as per Table 2) on site prior to start of the work.

4.2 Work includes:

- Preparation of worksite
- Removal and disposal of all carpeting and wall bases (approximate area 2800 square meters)
- Grinding and levelling of floor
- Installation of new carpet - carpet tiles and connections provided by the Embassy (as per Section 5.3)
- Purchase, delivery and installation of new wall bases and transition strips and finishing off the top gap with Acrylic where necessary
- Removal and disposal of additional debris
- Cleaning up of the worksite and paths to and from the site after completion of the project including vacuuming and dusting.

5. Tasks/Technical Specifications

5.1 These service specifications set forth the minimum level of the required services. It remains the prerogative of the Project Authority to add tasks to these non-exhaustive lists.

5.2 The Contractor must provide the following services:

- Dust protection and installation of work site
- Protection of new flooring with foil (optional)
- Removal and disposal of old carpet and wall bases at the end of each workday in accordance with local regulations
- Sanding and priming of floor where necessary
- Application of levelling compound up to 3mm
- Installation of provided carpet tiles as per Section 5.3
- Purchase, delivery and installation of wall bases and transition strips (as per Section 5.3)
- Finishing of gaps between baseboard and walls with Acrylic where necessary
- Installation of floor profiles at doorways where necessary
- Cleanup of worksite after completion including removal of equipment and dust protection

5.3 Quality Standards

The quality of the services described in this Statement of Work will be assessed and monitored according to the following quality standards:

New carpet tiles must be installed as per the Manufacturer’s Specifications below. The carpet tiles (to be provided by the Embassy) are as follows:



Area	Supplier	Product Code/ Description	Installation Instructions
Corridors ±970 m ²	Interface	MODEL #: UR101 ITEM DESCRIPTION: Carpet Tile with GlasBac backing COLLECTION: Urban Retreat Collection DIMENSIONS: 50cm x 50cm FINISH: 103502 Charcoal/Lichen QUANTITY: 185.38 sq.yd.	 21-180866 - Manufacturer's Specif
		MODEL #: UR102 ITEM DESCRIPTION: Carpet Tile with GlasBac backing COLLECTION: Urban Retreat Collection DIMENSIONS: 50cm x 50cm FINISH: 102992 Charcoal QUANTITY: 953.10 sq.yd (304.98 + 430 + 132.12 + 86)	
		MODEL #: UR103 ITEM DESCRIPTION: Carpet Tile with GlasBac backing COLLECTION: Urban Retreat Collection DIMENSIONS: 50cm x 50cm FINISH: 100638 Lichen QUANTITY: 185.38 sq.yd.	
		MODEL #: Tac Tiles ITEM DESCRIPTION: Installation tape for GlasBac tiles COLOUR: FT-0317 QUANTITY: 28 rolls	
Meeting Rooms ±270 m ²	Interface	MODEL #: Duo ITEM DESCRIPTION: Carpet planks with GlasBac backing COLLECTION: Duo Trio Collection DIMENSIONS: 25cm x 100cm FINISH: 103.874 Charcoal QUANTITY: 299 sq.yd.	 21-180866 - Manufacturer's Specif
		MODEL #: Trio ITEM DESCRIPTION: Carpet planks with GlasBac backing COLLECTION: Duo Trio Collection DIMENSIONS: 25cm x 1m FINISH: 103882 Olive/Charcoal QUANTITY: 125.58 sq.yd.	
Office ±1360 m ²	TARKETT/ Tandus Centiva	MODEL #: CODE 04628, SHARD 62106 ITEM DESCRIPTION: Carpet tile with Ethos with Omnicoat Backing COLLECTION: Code DIMENSIONS: 24 x 24 FINISH: Shard QUANTITY: 1,808.06 sq.yd. (787.75 + 273.31 + 747)	TarkettTAPPE Installation Guide General Installation Instructions
		MODEL #: Tarkett Tape ITEM DESCRIPTION: Installation tape for Tarkett tiles QUANTITY: 14 rolls	

Table 1

Materials to be provided by the Contractor are as follows:

Product	Supplier	Product Code/ Description	Installation Instructions
Transition Strips (all areas) ±4 m	To be determined by Contractor	Material: stainless steel or aluminium Colour: Silver Size: 30-38mm width	
Wall bases (all areas) ±2250 m ²	To be determined by Contractor	Material: MDF, cable channel included Colour: White RAL 9010 Size: Height 8cm, Width 15mm To be cut at 45 degrees in the corners and affixed to the wall with nails or glue.	

Table 2

6. Deliverables

The services must be provided in accordance with the standards shown in Section 5 – Service/Task specifications.

The Work must be completed before the contract end date.

The Contractor must comply with all local regulations, practices or policies, including supply of proper bags and/or containers in regard to waste management.

The Contractor must remedy service deficiencies within 24 hours of notification by the Project Authority.

7. Contractor’s Responsibilities

The Contractor is responsible to provide all tools and equipment needed for the completion of the Work, including consumables and protection of existing finishes and fittings.

The Contractor must purchase, deliver and install the transition strips and wall bases as per Section 5.3 (Quality Standards) as per the manufacturer’s specifications.

The Contractor is to ensure health and safety of workers at all times including safe access equipment and protective work wear and equipment.

The Contractor shall be responsible for any third party fees and payments to any local organization or authority as well as to subcontractors, engineers or assistants required to provide the deliverables.

The Contractor shall be responsible for any damages or wear and tear to the Chancery and its contents directly attributed to the performance of the Work, by himself or his representatives.

The Contractor shall be responsible to retrieve, at their own cost, any additional information and documentation needed for the successful completion of the Work that is not readily available with the Embassy.

8. Departmental Representative Responsibilities/Client Support

The Embassy will provide the new carpets tiles to be installed as per Section 5.3 (Quality Standards).

The Departmental Representative will arrange for access to the site, following the Contractors request, as described under Contractor’s Responsibilities. If for the successful completion of the Work, additional information is needed to be obtained from local authorities or organizations, the Departmental Representative shall assist the Contractor in obtaining such information through providing the necessary authorization.

Water, electricity, access to bathrooms and storage space will be provided by the Embassy.

Floor Plans will be provided by the Embassy after contract award.

9. Constraints

Normal working hours will be Mo-Fr 8:00 am to 17:00 pm. Additional hours can be requested for Saturday and Sunday 8:00 am to 17:00 pm. Alterations from this time must be agreed on in writing with the Departmental Representative.

Workers must be supervised by a security-cleared Embassy of Canada staff member or Contractor personnel at all times.

The floor load bearing capacity is 300kg per square meter.

10. Meetings

The Contractor must meet with the Departmental Representative weekly. Meetings may take place in person at the Embassy or by telephone, as agreed with the Departmental Representative.

11. Security requirements

The Contractor and all sub-contractors must agree to on-site supervision by a designated security cleared Embassy representative. At no time shall the contractor or any subcontractor be un-supervised.

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.

Subcontractors who require access to CLASSIFIED and/or PROTECTED information or sensitive work sites, shall NOT be accessed without the prior, written approval of the Departmental Representative and ISC.

12. Travel

All travel and transportation costs of the Contractor and his associates and/or subcontractors in the performance of the Work are considered part of the Contract fee and are the sole responsibility of the Contractor.

APPENDIX “B” – BASIS OF PAYMENT

Total Contract Value: *To be inserted at contract award.*

Cost Breakdown			
Description	Estimated Amount (m ²)	Cost per m ² (EUR)	Total Value (EUR)
A – Carpet Removal Includes: <ul style="list-style-type: none"> Dust protection and preparation of work site Protection of new flooring with foil Removal and disposal of old carpet and wall bases Sanding and priming of floor Application of levelling compound up to 3mm Surcharge for fast drying levelling compound 	2,800 m ²	€ _____	€ _____
<ul style="list-style-type: none"> Overtime surcharge for work to be completed on weekends (Saturday/Sunday) – Corridors (±970 m²) 	Up to 970 m ²	€ _____	€ _____
Subtotal A			€ _____
B – Carpet Installation Includes: <ul style="list-style-type: none"> Installation of provided carpet tiles Surcharge TARKETT-Tape system Surcharge herringbone pattern (±270 m²– Meetings Rooms only) Installation of wall bases and transition strips Surcharge for carpeting floor tanks (20 pieces) 	2,800 m ²	€ _____	€ _____
<ul style="list-style-type: none"> Overtime surcharge for work to be completed on weekends (Saturday/Sunday) 	Up to 970 m ²	€ _____	€ _____
Subtotal B			€ _____
C – Materials Includes: <ul style="list-style-type: none"> Transition strips (±4 m) Wall bases (±2250 m²) Delivery of Transition strips and wall bases 	N/A	N/A	€ _____
Subtotal C			€ _____
D – Option 1: Repair of Floor Understructure Includes: <ul style="list-style-type: none"> Opening of floor, removal of old understructure, construction of new understructure and subfloor 	Up to 500 m ²	€ _____	€ _____
<ul style="list-style-type: none"> Overtime surcharge for work to be completed on weekends (Saturday/Sunday) 	250 m ²	€ _____	€ _____
Subtotal D			€ _____
E – Option 2: Levelling of floor above 3mm Includes: <ul style="list-style-type: none"> Applying fast drying plaster, levelling to match surrounding floor levels 	Up to 2,800 m ²	€ _____	€ _____
<ul style="list-style-type: none"> Overtime surcharge for work to be completed on weekends (Saturday/Sunday) 	250 m ²	€ _____	€ _____
Subtotal E			€ _____

Total Net Costs (Subtotals A+B+C+D+E)	€ _____
Taxes	€ _____
Total Costs (including Taxes)	€ _____

Special hourly rates for services required outside the contract:

Description	Hourly Rate
1 – Hourly rate for extra work on demand floorer	€ _____
2 – Hourly rate for extra work on demand helper	€ _____
3 – Material delivery for extra work on demand	€ _____
4 – Overtime rate Saturday	€ _____
5 – Overtime rate Sunday	€ _____


APPENDIX "C" – EXISTING DOCUMENTS LIST

C.1 VIENN CH - Floor Finishes Installation Plan

APPENDIX “D” – THE CONTRACTOR’S PROPOSAL

To be inserted at contract award.


APPENDIX "E" – SECURITY REQUIREMENTS CHECK LIST

 Government of Canada Gouvernement du Canada	Contract Number / Numéro du contrat <hr/> Security Classification / Classification de sécurité
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**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 <div style="text-align: right; font-weight: bold;">GAC</div>	2. Branch or Directorate / Direction générale ou Direction <div style="text-align: right; font-weight: bold;">VIENN</div>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance <div style="text-align: right; font-weight: bold;">N/A</div>	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <div style="text-align: right; font-weight: bold;">TRD</div>	
4. Brief Description of Work / Brève description du travail 		
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 <input type="checkbox"/> Yes	
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 <input type="checkbox"/> Yes	
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 <input type="checkbox"/> Yes	
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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
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 <input type="checkbox"/> Yes	
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"/> Not releasable À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to: / Limité à : <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A <input type="checkbox"/> PROTÉGÉ A <input type="checkbox"/> PROTECTED B <input type="checkbox"/> PROTÉGÉ B <input type="checkbox"/> PROTECTED C <input type="checkbox"/> PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/> NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED <input type="checkbox"/> NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL <input type="checkbox"/> NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET <input type="checkbox"/> COSMIC TRÈS SECRET <input type="checkbox"/>	PROTECTED A <input type="checkbox"/> PROTÉGÉ A <input type="checkbox"/> PROTECTED B <input type="checkbox"/> PROTÉGÉ B <input type="checkbox"/> PROTECTED C <input type="checkbox"/> PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL <input type="checkbox"/> CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

	Security Classification / Classification de sécurité	
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Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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? Short Title(s) of material / Titre(s) abrégé(s) du matériel: Document Number / Numéro du document :	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
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 type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITÉ <input type="checkbox"/> TOP SECRET- SIGINT / TRÈS SECRET – SIGINT <input checked="" type="checkbox"/> SITE ACCESS / ACCÈS AUX EMPLACEMENTS <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> SECRET / SECRET <input type="checkbox"/> NATO SECRET / NATO SECRET <input type="checkbox"/> TOP SECRET / TRÈS SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET
Special comments: Commentaires spéciaux : <u>All contractors would be escorted in both the Operational and Security Zones. No work is necessary in HSZ.</u>	
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? If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Bases 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 / Non Yes / 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.

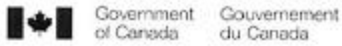
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

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

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Warren Yeung	DMCO	Yeung, Warren <small>Digitally signed by Warren Yeung Date: 2020.09.22 11:09:54 -03'00'</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
459-3333		warren.yeung@international.gc.ca	22 Sept 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Brad Walman	MPSS		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
459-3550		Brad.Walman@international.gc.ca	22 Sept 2020
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Karyne Villeneuve	Acting Senior Procurement Officer, Real Property Operations		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
		Karyne.Villeneuve@international.gc.ca	2020-10-05
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
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