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Request for Proposal (RFP)

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

TITLE External LED lighting conversion at the building of the Embassy of Canada to Poland in Warsaw	
SOLICITATION NUMBER 21-181329	DATE 2021-01-22
<p>PROPOSAL DELIVERY</p> <p>In order for the proposal to be valid and accepted, it must be received no later than 12:00pm on 2021-02-22 (as per Ottawa, Ontario) referred to as the "Closing Date".</p> <p>Only electronic copies will be accepted and received at the following e-mail address:</p> <p>Internationalproposals@international.gc.ca</p> <p>Solicitation #: 21-181329</p>	
<p>Offer to: Department of Foreign Affairs, Trade and Development Canada (DFATD)</p> <p>We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.</p> <p>Name and title of person authorized to sign on behalf of the supplier:</p> <p>_____</p> <p>_____</p> <p>Signature _____ Date _____</p>	



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

Part 1 General Information: provides a general description of the requirement.

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation.

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid.

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection.

Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications and the Product Conformance Certification. Attachment 1 to Part 4 includes the Proposal Form.

The Annexes include the Annex A - Statement of Work and Annex B – Pricing.

1.2 SUMMARY

1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Embassy of Canada to Poland in Warsaw, of the Department of Foreign Affairs, Trade and Development (DFATD) to replace the existing lighting fixtures with new LED fixtures, as described in the Annex A - Statement of Work.

1.2.2 This work includes the purchase and installation of new lighting fixtures and bulbs as well as the environmentally-friendly disposal of the existing equipment.

1.2.3 The Contractor must deliver all material to Warsaw, Poland by March 31st 2021 and complete all services by April 30th, 2021.

1.2.4 There are no Security requirements associated with this requirement however, Contractor's personnel will be escorted and placed under the supervision of Embassy personnel at all times during the performance of the Work.

1.2.5 The requirement may be subject to the provisions of the:

- (a) Canada - Chile Free Trade Agreement (CCFTA)
- (b) Canada - Columbia Free Trade Agreement
- (c) Canada - Honduras Free Trade Agreement
- (d) Canada - Korea Free Trade Agreement (CKFTA)
- (e) Canada - Panama Free Trade Agreement
- (f) Canada - Peru Free Trade Agreement (CPFTA)
- (g) Canada - Ukraine free Trade Agreement
- (h) Canadian Free Trade Agreement (CFTA)
- (i) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- (j) Comprehensive Economic and Trade Agreement (CETA)
- (k) World Trade Organization Agreement on Government Procurement (WTO-AGP)



1.3 CONTRACT DOCUMENTS

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

1.4 SECURITY REQUIREMENTS

1. This document DOES NOT contain any CLASSIFIED information. However, all or part of the work involves potential access to CLASSIFIED and/or PROTECTED information/material.
2. The Contractor must NOT remove any CLASSIFIED and/or PROTECTED information from the worksite without the express written approval of the Project Authority, and must ensure that its personnel are informed of and comply with this requirement.
3. It will be the responsibility of the Contractor to make its subcontractors aware of the Contract's security requirements and ensure that they comply with them.
4. The Contractor and its teams will be escorted and placed under the supervision of Embassy personnel throughout the duration of the work.
5. 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.
6. The Contractor shall provide Embassy representative with a list of electronic equipment at the latest two days before the day of the planned inspection. Request for the use of the equipment is subject to approval from security authorities at the Embassy.

1.5 INTERPRETATION

In this document, unless the context otherwise requires:

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

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

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

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

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

2.2 REFERENCE CLAUSES

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

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

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

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

2.3 STANDARD INSTRUCTIONS

2.3.1 The 2003 (2020-05-28) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), are incorporated by reference into and form part of the bid solicitation.

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

2.3.3 Subsection 05 (2020-05-28) Submission of Bids, paragraph 4 is amended as follows:
Delete: sixty (60)
Insert: one hundred and twenty (120)

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

This subsection is deleted in its entirety and is hereby replaced by the following: Bids received after the stipulated bid closing date and time will be:

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

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

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

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

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).



2.3.6 **Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect**

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

2.4 **SUBMISSION OF PROPOSALS**

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

2.4.2 Proposals must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Canada will not be responsible for proposals delivered to a different address.

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

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

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

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

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

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

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

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

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

Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of



Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.4 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;
- d. send its bid only to the address specified on page 1 of the bid solicitation;
- e. ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
- f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.5 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

2.4.6 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Website addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

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

2.5 BIDDER'S SITE VISIT - OPTIONAL

A Bidders' site visits will be held at the Embassy of Canada to Poland, 1/5 Jana Matejki Str. by appointment only.

Bidders are requested to confirm their attendance by sending email to Pawel.Mazur@international.gc.ca by January 29th, 2021 at 12 PM local time in Warsaw, Poland. The appointments will be scheduled exclusively between February 1st and 12th.

Bidders who do not attend or send a representative to the site visit will not be given an alternative appointment but they will remain eligible to submit a proposal. Any clarifications or changes to the RFP resulting from the site visit will be included as an amendment to this RFP.

Please note, any travel and other costs associated with attending a Bidders' conference and/or a site visit form part of "Bid Costs" as per [2003](#) (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

2.6.1 All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than five (5) days before the bid closing date. Enquiries and suggestions received after that time may not be answered.

2.6.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a



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

- 2.6.3** Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favor a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.7 APPLICABLE LAWS

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

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

2.8 ENTIRE REQUIREMENT

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

2.9 DEBRIEFINGS

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

2.10 CHALLENGES

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

2.11 NO PROMOTION OF BIDDERS INTEREST

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

2.12 LEGAL CAPACITY



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

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

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

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

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

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled "Technical Proposal"

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation section 4.2 and demonstrate conformity with these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

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

3.3 PRICE PROPOSAL INSTRUCTIONS

Section II: to be labeled "Price Proposal"

Bidders must submit their Price Proposal in accordance with Annex B Pricing, **in Canadian Dollars (CAD) or Polish Zloty (PLN).**

Prices must appear in Section II only and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Price Proposal should appear in a separate document and should be identified as the Price Proposal. Price Proposals will only be opened after the evaluation of the Technical Proposal is completed.

Bidders must submit their Price Proposal in the same currency they intend to use for their invoice.

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Canadian Dollars (CAD) or Polish Zloty (PLN) on the attached Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all travel, living costs and all overhead costs including disbursements.



3.4.2 Bidders shall estimate the value of the taxes (including VAT) and duties (including import duties) expected to be payable by Her Majesty as a result of entering into a contract with the Bidder (if applicable);

3.4.3 All payments shall be made according to the terms of payment set out in the attached Draft Contract;

3.4.4 Exchange rate fluctuation protection is not offered;

3.4.5 Financial Proposals not meeting above requirements will not be given any further consideration.

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

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

3.5 CERTIFICATIONS

Section III: to be labeled "Certifications"

Bidders must provide the required certifications and associated information, as per Attachment 1 to Part 3 - Certification, to be awarded a contract.

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

3.6 ADDITIONAL INFORMATION

Section IV: to be labeled "Additional Information"

3.6.1 Mandatory Evaluation Criteria

Bidders must submit their response to the Mandatory Technical Criteria as per clause 4.2.1. of this RFP.

3.7 INSURANCE REQUIREMENTS

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



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

A1. CERTIFICATIONS REQUIRED WITH THE BID

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

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

A1.2. ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

A1.2.1 Product Conformance

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

Name & Signature of Authorized Individual

Date



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3** All bids submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. The onus is on the Bidder to provide all the information necessary to ensure a complete and accurate assessment.

4.2 TECHNICAL EVALUATION

To qualify, Bidders **must** meet the mandatory requirements M1 to M9 set out below. Proposals not meeting the Mandatory Requirements will not be given any further consideration. For the Proposals meeting the Mandatory Requirements, Canada will open and further evaluate Price Proposals.

The evaluation will be based solely on the content of the responses and any correctly submitted amendments. No assumptions should be made that Canada has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.

4.2.1 Mandatory Technical Criteria

#	Mandatory Technical Criteria	Bidder's Response	Evaluation
M1	The Bidder certifies that all material will be delivered to Warsaw, Poland by March 31 st 2021 and all services completed by April 30, 2021.	Yes No	Pass Fail
M2	The Bidder has provided the required certifications as per Attachment 1 to Part 3.	Yes No	Pass Fail
M3	The Bidder certifies a provision of a minimum warranty of 60 months for lighting fixtures and a minimum of 50,000 hours or five (5) years for LED bulbs.	Yes No	Pass Fail
M4	The Bidder certifies that it possesses all necessary insurance for the execution of the Work.	Yes No	Pass Fail
M5	Bidder's Proposal is complete and contains all tasks necessary for the work to be performed.	Yes No	Pass Fail
M6	All tasks of the work to be performed are clearly described in the Bidder's Proposal.	Yes No	Pass Fail
M7	Bidder's Proposal contains all products and equipment (i.e. bulbs, fixtures, etc....) for the work to be performed.	Yes No	Pass Fail
M8	The Bidder confirms its professional qualifications by submitting valid electrician certificate of professional qualifications (voltage up to 1kV) issued by Polish Association of Electrical Engineers (SEP) or an equivalent of certificate nostrified by Polish authorities.	Yes No	Pass Fail
M9	The Bidder proves its past experience with the LED lights installation by providing minimum three positive references from the last five years (from e.g. international organizations, government institutions, foreign missions) for similar services.	Yes No	Pass Fail



4.3 FINANCIAL EVALUATION

Price Proposals must be submitted in Canadian Dollars (CAD) or Polish Zlotys (PLN). For the evaluation purposes only, all Price Proposals will be converted to Canadian Dollars (CAD) at the exchange rate published by the Bank of Canada on the February 18th 2021.

Bidders must submit their Price Proposal in the same currency they intend to use for their invoice.

4.4 BASIS OF SELECTION

Should Canada elects to proceed with a contract, the Bidder with the lowest priced compliant Proposal will be awarded the Contract.



**ATTACHMENT 1 TO PART 4
PROPOSAL FORM**

Name of the Firm: _____

Address: _____

Contact Person: _____

Phone number: (_____) _____ - _____

Email: _____@_____

SECTION "I" – TECHNICAL PROPOSAL

Table 1 – Material (must be delivered to Warsaw, Poland by March 31st 2021):

#	Product/Equipment/Material	Unit of measure	Qty

Table 2 – Services (must be completed by April 30th 2021):

#	Task Description	Unit of measure	Qty

#	Mandatory Criteria	Bidder's Response
M1	The Bidder certifies that all material will be delivered to Warsaw, Poland by March 31 st 2021 and all services completed by April 30, 2021.	Yes No
M2	The Bidder has provided the required certifications as per Attachment 1 to Part 3.	Yes No
M3	The Contractor certifies a provision of a minimum warranty of 60 months for lighting fixtures and a minimum of 50,000 hours or five (5) years for LED bulbs.	Yes No
M4	The Contractor certifies that it possesses all necessary insurance for the execution of the Work.	Yes No
M5	Bidder's Proposal is complete and contains all tasks necessary for the work to be performed.	Bidder to submit.
M6	All tasks of the work to be performed are clearly described in the Bidder's Proposal.	Bidder to submit.
M7	Bidder's Proposal contains all material and equipment (i.e. bulbs, fixtures, etc....) for the work to be performed.	Bidder to submit.
M8	The Bidder confirms its professional qualifications by submitting valid electrician certificate of professional qualifications (voltage up to 1kV) issued by Polish Association of Electrical Engineers (SEP) or an	Bidder to submit.



	equivalent of certificate nostrified by Polish authorities.	
M9	The Bidder proves its past experience with the LED lights installation by providing minimum three positive references from the last five years (from e.g. international organizations, government institutions, foreign missions) for similar services.	Bidder to submit.

M8 - Professional qualifications
Bidder to submit valid electrician certificate of professional qualifications (voltage up to 1kV) issued by Polish Association of Electrical Engineers (SEP) or an equivalent of certificate nostrified by Polish authorities.

M9 – Bidder’s past experience with the LED lights installation:

	Reference # 1 (Project 1)
Reference name and contact information	
Project Title	
Client	
Project cost	
Work Period	
Description of Project Scope	

	Reference # 2 (Project 2)
Reference name and contact information	
Project Title	
Client	
Project cost	
Work Period	
Description of Project Scope	

	Reference # 3 (Project 3)
Reference name and contact information	
Project Title	
Client	
Project cost	
Work Period	
Description of Project Scope	



SECTION “II” – PRICE PROPOSAL

The Bidder shall provide a Proposal containing all pricing necessary to execute all Work as per Annex A – Statement of Work.

Table 1 – Material (must be delivered to Warsaw, Poland by March 31st 2021):

#	Product / Equipment / Material	Unit of measure	Qty	Extended Price
TOTAL				

Table 2 – Services (must be completed by April 30th 2021):

#	Task Description	Unit of measure	Qty	Extended Price
TOTAL				

Total Price Proposal:

Description	Price (CAD or PLN – choose one)
Equipment and Material	\$ _____
Labour and Services	\$ _____
Travel and Living (if applicable) <i>(in accordance with the National Joint Council Travel Directive)</i>	\$ _____
Applicable Taxes <i>(including VAT and duties)</i>	\$ _____
Total Firm Proposal Price	\$ _____

Signature

Date

Name and Title of the Contractor’s Representative



PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions 2010A (2020-05-28) [General conditions: Goods \(medium complexity\)](#);
- (c) Supplementary Conditions 4009 (2013-06-27) [Professional Services - Medium Complexity](#);
- (d) Statement of Work (Annex A);
- (e) Basis of Payment (Annex B);
- (f) Contractor's Bid dated yyyy-mm-dd. (*Inserted at Contract award*);



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

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

Canada's Representative for this Contract is: *(to be completed at Contract award)*

Name:

Title:

Department of Foreign Affairs, Trade and Development Directorate:

Address: Telephone:

E-mail address:

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

5.3.2 Project Authority

The Project Authority for this Contract is: *(to be completed at Contract award)*

Name:

Title:

Department of Foreign Affairs, Trade and Development Directorate:

Address: Telephone:

E-mail address:

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

5.3.3 Communication and Notices

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

5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.



5.3.5 Contractor's Representative

The Contractor's Representative is: *(to be completed at Contract award)*

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

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

5.5 GENERAL CONDITIONS

2010A (2020-05-28), *General Conditions – Goods (medium complexity)* and 4009 (2013-06-27), *Professional Services – Medium Complexity*, apply to and form part of the Contract

5.6 ENTIRE AGREEMENT

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

5.7 APPLICABLE LAWS

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

5.8 NUMBER AND GENDER

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

5.9 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or



immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

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

5.11 EXCUSABLE DELAY

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

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

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

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

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

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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 ADDITIONAL SACC MANUAL CLAUSES

Not Applicable

5.16 PERFORMANCE OF THE WORK



5.16.1 Description of Work

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

5.16.2 Delivery of the Items

The Contractor must deliver all material to Warsaw, Poland by March 31st 2021 and complete all services by April 30th 2021.

5.16.3 Period of the Contract

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

5.16.4 Independent Contractor

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

5.16.5 Conduct

The Contractor must:

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

5.16.6 Compliance with Local Law

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

5.16.7 Shipping Instructions – FOB – Free on Board Destination

D4002C (2013-04-25) FOB Destination Embassy of Canada, ul. Jana Matejki 1/5, 00-481 Warsaw, Poland, including all delivery charges and customs duties and Applicable Taxes.

5.16.8 Inspection and Acceptance

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



5.16.9 Security Requirements

There are no security requirements applicable to the Contract however, Contractor's personnel will be escorted and placed under the supervision of Embassy personnel at all times during the performance of the Work.

5.16.10 Green Procurement

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

5.16.11 Health and safety

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

5.17 CERTIFICATIONS

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

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

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

5.18.2 Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex B Pricing in Canadian Dollars (CAD) or Polish Zloty (PLN), FOB Destination (Embassy of Canada, 1/5 Jana Matejki Str. in Warsaw, Poland), including all delivery charges and customs duties and Applicable Taxes.

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

5.18.3 Method of Payment – Two Payments



Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

5.18.4 Audit

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

5.18.5 Invoicing Instructions

5.18.5.1 The Contractor must ensure that each invoice it provides to Canada

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

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

5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2010A (2020-05-28), *General Conditions – Goods (medium complexity)*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 24 of 2010A (2020-05-28), *General Conditions – Goods (medium complexity)*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.8 Remittance to appropriate tax authority

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

5.19 SUSPENSION AND INFRACTION



5.19.1 Suspension of the Work

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

5.19.2 Infraction

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

5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

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

5.21 GOVERNANCE AND ETHICS

5.21.1 Conflict of Interest and Values and Ethics Codes for the Public Service

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

5.21.2 Incapacity to Contract with the Government

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

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



- Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
 - i. any provision under the local law having a similar effect to the above-listed provisions.

5.21.3 Anti-Terrorism

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

5.22 DISPUTE RESOLUTION

5.22.1 Discussion and Negotiation

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

5.22.2 Procurement Ombudsman

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



ANNEX A – STATEMENT OF WORK

External LED lighting conversion at the building of the Embassy of Canada to Poland in Warsaw

1.0 Introduction

The Embassy of Canada to Poland is seeking a Contractor to replace the existing external lighting with LED lighting at the building of the Embassy of Canada to Poland in Warsaw.

This work includes the purchase and installation of new lighting fixtures and bulbs as well as the environmentally-friendly disposal of the existing equipment.

2.0 Location

Embassy of Canada to Poland
Chancery
1/5 Jana Matejki Str.
00-481 Warsaw, Poland

3.0 Scope of the Work (contains two Phases)

Phase 1:

1. The Contractor must verify the lighting inventory and verify the feasibility of installing LED driver transformers and reusing existing lighting fixtures. The Contractor will evaluate lighting fixture adaptation solutions so they can operate with LED bulbs.

Current Inventory of equipment:

- a) Quantity: 28 bulbs; LED bulbs of lighting Exterior Bollards; lamp model: WLS 70W -Z-00; light bulb base: E27
 - b) Quantity: 68 bulbs; Lighting exterior - LED/HID/Port lights ceiling mounted HALOLUX CERAM, light bulb base: B15d, current bulb wattage: 100W;
 - c) Quantity: 5 bulbs; Lighting exterior - LED/HID/Port lights wall mounted, light bulb base: E27, current bulb wattage: 100W;
 - d) Quantity: 150 bulbs; 75 ceiling-mounted composite fluorescent lighting fixtures (36W/830 X2 – currently Osram);
 - e) Quantity: 2 bulbs; lighting exterior in-floor lights (round, diameter FI 410), light bulb base: E40, current bulb wattage: 250W; required waterproof rating: IP68, at least IP 67;
 - f) Quantity: 2 fixtures, Exterior Halogen Light current bulb wattage: 150W, required waterproof rating: IP68, at least IP 67;
 - g) Quantity: 2 fixtures, (rectangular, size: 265x80), Exterior in-floor lights, current bulb wattage: 40W, preferred waterproof rating: IP68, at least IP 67;
 - h) Quantity: 27 fixtures, (round, diameter FI 235), Exterior in-floor lights, current bulb wattage: 40W, preferred waterproof rating: IP68, at least IP 67;
 - i) Quantity: 50 fixtures, (rectangular, size: 260x70), Exterior in-floor lights, current bulb wattage: 40W, preferred waterproof rating: IP68, at least IP 67;
 - j) Quantity: 10 fixtures; Street light fixtures installed on the lighting poles (diameter of the poles 75mm in the place of clamping ring), current bulb wattage 400W, preferred waterproof rating: IP68, at least IP 67.
2. The Contractor must remove existing lighting fixtures and conduct any required electrical testing under the supervision of a delegated Embassy representative in order to verify the proper operation of the installed wiring.



3. The Contractor must take photos of existing set-ups.
4. The Contractor must dispose of existing lighting fixtures and ballasts (if applicable). Special care must be taken when removing ballasts in case they contain PCBs. The Contractor must ensure that these items are disposed of in accordance with local environmental and hazardous substance disposal protocols.
5. In the event of wiring installation irregularities, the Contractor must submit to the Embassy a report describing the problems and indicating the repair method and cost of the materials and repair work. The Contractor must inform the Embassy of decisions to bypass ballasts rather than remove them.
6. The Contractor must temporarily install at least one model of each type of light bulb and fixture specified in this Statement of Work (lamps from a to j) for evaluation and approval by the delegated Embassy representative. The Contractor will be required to present to Canada's representatives one or more models of lighting fixtures to be incorporated into the ceiling panels. After consultation, Canada's representatives will give approval.
7. Upon approval of the evaluation, the Contractor shall install the types of light bulbs, fixtures, and required hardware in accordance with the results of the evaluation.
8. The wattage of the LED bulbs and light fixtures, the light intensity and the beam angle are subject to modifications by the Embassy after the tests.
9. The wattage of the LED bulbs and light fixtures, the light intensity and the beam angle are subject to modifications by the Embassy after the test.
10. All LED bulbs must have a color temperature between 2700K (warm white) and 3000K (soft white glow).
11. If the source of the proposed lighting is not accepted or there is non-compliance with the Statement of Work, the Contractor must provide replacement products that meet the requirements of the Embassy and that are acceptable to the delegated Embassy representative.
12. All work will be regularly supervised by the delegated Embassy representative.
13. The Contractor shall use only recognized LED bulbs, electrical equipment and professional material suppliers.
14. The Contractor shall verify that all new equipment is functional after installation and shall replace those that are not functional before the end of the contract.
15. All exterior-mounted LED lighting fixtures and bulbs must be designed for weather conditions in Warsaw. Lighting fixtures must provide the best possible protection against particulate matter and a high degree of protection from water or even be waterproof; the preferred rating is IP 68, but must not be less than IP 67.
16. The Contractor shall provide a training session to the Embassy staff on the equipment and its maintenance during or following installation.
17. Upon completion of the works, the Contractor will prepare and provide the delegated Embassy representative with the as-built inventory of the new installations performed, LED luminaires and bulbs.

Phase 2:

1. After submitting the report described above in the point 5 of the Phase 1, and if the report is accepted by the Project Authority, the parties may decide to sign an amendment to the present agreement authorizing the Contractor to make necessary replacement of the faulty cabling.

4.0 Warranty

The Contractor must provide a minimum warranty of 60 months for lighting fixtures and a minimum of 50,000 hours or five (5) years for LED bulbs.

5.0 Site Visits during Work

1. The days of execution of the work and any other visits must be agreed to with the Embassy representative.
2. When it is necessary to enter the Embassy enclosure with a vehicle, the Contractor must provide the following details:
 - a. The type, model and registration number of the vehicles that will require access;
 - b. The personal information (first name, last name and identification number) of employees who will require access.



3. At least two (2) days prior to the scheduled inspection date, the Contractor must provide the Project Authority with an electronic equipment list. Any request for use of this equipment will be subject to approval by Embassy security.

6.0 Calendar

The Contractor must deliver all material to Warsaw, Poland by March 31st 2021 and complete all services by April 30th 2021.

7.0 Conditions and Other Information Related to the Statement of Work

1. The Contractor declares that it has the adequate financial, technical and logistical resources as well as the knowledge and experience to provide the services described in the Statement of Work.
The Contractor will be responsible for all damage to on-site facilities, including devices and technical equipment.
2. The Contractor declares that all work will be carried out with the utmost care and precision, in compliance with the occupational health and safety and fire safety regulations, and any other applicable regulations under Polish law.
3. Smoking is NOT permitted on Embassy premises.
4. The Embassy does not provide accommodations for the duration of the work.



ANNEX B – PRICING

Table 1 – Material (must be delivered to Warsaw, Poland by March 31st 2021):

#	Product / Equipment / Material	Unit of measure	Qty	Extended Price
TOTAL				

Table 2 – Services (must be completed by April 30th 2021):

#	Task Description	Unit of measure	Qty	Extended Price
TOTAL				

Total Price:

Description	Price (CAD or PLN)
Equipment and Material	\$ _____
Labour and Services	\$ _____
Travel and Living (if applicable) <i>(in accordance with the National Joint Council Travel Directive)</i>	\$ _____
Applicable Taxes <i>(including VAT and duties)</i>	\$ _____
Total Firm Price (CAD or PLN)	\$ _____

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of _____ (CAD or PLN). Any Applicable Tax is extra.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.