



**A1. CONTRACT ADVISOR**

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

for

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

<b>A2. TITLE</b> Maintenance and Service of HVAC Systems for the Embassy of Canada in Mexico City, Mexico		
<b>A3. SOLICITATION NUMBER</b> 22-201323	<b>A4. PROJECT NUMBER</b>	<b>A5. DATE</b> March 22, 2022
<b>A6. RFP DOCUMENTS</b> <ol style="list-style-type: none"> <li>1. Request for Proposals (RFP) title page</li> <li>2. Submission Requirements (Section “I”)</li> <li>3. Evaluation and Basis of Selection (Section “II”)</li> <li>4. Tender Form (Section “III”)</li> <li>5. General Instructions (Section “IV”)</li> <li>6. Draft Contract</li> </ol> <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>		
<b>A7. PROPOSAL DELIVERY</b> <p>In order for the proposal to be valid, it must be received no later than <b>14:00 Eastern Saving Time (EST)</b> on <b>April 25<sup>th</sup>, 2022</b> (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:            Attention: Rohit Malik            Email: realproperty-contracts@international.gc.ca            Solicitation #: 22-201323</p> <p>Contractor should ensure that their name, address, Closing Date, and Solicitation Number is clearly marked in their email subject/title.</p>		
<b>A8. TENDER FORM</b> The completed Tender Form (Section “III”) must be in a separate attachment named “Tender Form”. The information required in section 4.0 must appear on the Tender Form (Section “III”) only. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.		
<b>A9. SITE VISIT</b> It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Canadian Embassy to Mexico building located at Schiller 529, Polanco, Miguel Hidalgo, Mexico on 07 April 2022. The site visit will begin at 10:00 CST.  Bidders are requested to communicate with the Contracting Authority no later than <b>April 4<sup>th</sup>, 2022 10:00 CST</b> to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.		
<b>A10. ENQUIRIES</b> 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.		
<b>A11. LANGUAGE</b> Proposals shall be submitted in English or French.		
<b>A12. CONTRACT DOCUMENTS</b> The draft contract that the selected proponent will be expected to execute is included with this RFP. Contractor are advised to review it in detail and identify any problematic clauses to the Departmental Representative in accordance with A10 - Enquiries. Canada reserves the right not to make any amendment(s) to the Contract Documents.		



## SECTION "I" – SUBMISSION REQUIREMENTS

### SI1 SUBMISSION OF PROPOSAL

- 1.1 Proposals must be received by Global Affairs Canada (GAC) at the email address identified and by the date and time specified on page 1 of the solicitation.
- 1.2 Bidders should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Bidder 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 Canada requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 1.5 Bidders 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.
  - For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this 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 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 GAC 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 Bidders 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 (1) e-mail containing documents comprising the proposal is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 1.10 Canada requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder 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 non-responsive.
- 1.11 It is the Bidder's responsibility to:



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

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

**1.13** A proposal cannot be assigned or transferred in whole or in part.

## **SI2 SITE VISIT**

**2.1** It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Canadian Embassy to Mexico building located at Schiller 529, Polanco, Miguel Hidalgo, Mexico on 07 April 2022. The site visit will begin at 10:00 CST.

Bidders are requested to communicate with the Contracting Authority no later than April 4<sup>th</sup> 10:00 CST to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **SECTION "II" – EVALUATION AND BASIS OF SELECTION**

### **1.0 TECHNICAL PROPOSAL**



- 1.1 This section outlines the information bidder are required to submit. To qualify, bidder 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 2.0 – Mandatory Requirements, 3.0 – Rated Requirements and 4.0 – Tender Form. Should Canada elect to proceed with a contract, the bidder with the highest score will be awarded the Contract.
- 1.2 The evaluation will be based solely on the content of the proposals 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.
- 1.3 Proposals **must be received before** (the closing date) via an email to [realproperty-contracts@international.gc.ca](mailto:realproperty-contracts@international.gc.ca) with subject title: Solicitation #: 22-201323. For the sake of clarity and comparative evaluation, Bidder should respond using the same subject headings and numbering structure in this document.

## 2.0 MANDATORY REQUIREMENTS

### 2.1 Corporate Experience

Description	Compliance
<p>The Bidder must have:</p> <ul style="list-style-type: none"> <li>• Have a minimum five (5) years of recent* experience performing maintenance of HVAC systems. Bidders must demonstrate they have successfully provided services similar to those identified in the Statement of Work.</li> </ul> <p>*Recent is defined as within the last 7 years.</p> <ul style="list-style-type: none"> <li>• Experience of working with International organizations, diplomatic offices or OGD organizations.</li> <li>• The capacity to operate legally in the local environment</li> </ul>	<p>The Bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• a summary of their experience demonstrating at least 5 years' experience between 2014 to 2021;</li> <li>• A description and list of past/present projects including the project's duration, contracting contact data with Phone, mail and specific address.</li> <li>• Three reference letters</li> <li>• Company shall provide a copy of their Registro Federal de Contribuyentes (RFC) and their Acta Constitutiva. If the owner of the Company has delegated their signing authority to another party, a copy of a Poder Especial signed before a Notary Public is required to support this delegation, to support the fact that it has been fully registered and is authorized, as per Mexican Law, to provide the services requested as per the Statement of Work</li> </ul>

### 2.2 Personnel Experience

Description	Compliance
<p>The Bidder must:</p> <ul style="list-style-type: none"> <li>• Submit CVs of key personnel (Contract Manager and Site Engineers).</li> <li>• Demonstrate experiences in: <ul style="list-style-type: none"> <li>- Control Equipment</li> </ul> </li> </ul>	<p>The Bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• Area(s) of expertise of key individuals being proposed who would be involved with the contract and the role for which they will be responsible;</li> <li>• Individuals' years of experience;</li> <li>• Individuals' years with the Proponent entity;</li> </ul>



<ul style="list-style-type: none"> <li>- Air Handling Units</li> <li>- Electrical Air Heaters</li> <li>- Electrical Steam Humidifiers</li> <li>- Condenser Units</li> <li>- Evaporator Units</li> <li>- Fans and Coils</li> <li>- MINI Splits</li> </ul>	<ul style="list-style-type: none"> <li>• Responsibilities held, by the individuals, for contracts they have completed;</li> <li>• A valid accreditation from the “Secretaria del Trabajo” or other valid Mexican Agency</li> <li>• Manufacturer or equipment specific training or certificates.</li> <li>• Health and safety training or certificates related to fire or electrical works.</li> <li>• Certifications includes below or equivalent:             <ul style="list-style-type: none"> <li>» Air conditioning technician, certified by the National Council for Standardization and Certification (CONOCER) in Spanish: Tecnico en aire acondicionado, certified by el Consejo Nacional de Normalizacion y Certificacion (CONOCER)</li> <li>» Technician in Air Conditioning + Refrigeration + Technician Certification in Commercial Refrigeration and Air Conditioning Systems. ECO433. in Spanish: Tecnico en Aire Acondicionado+Refrigeracion+Certificacion de tecnicos en Sistemas Comerciales de Refrigeracion y Aire Acondicionado. ECO433</li> </ul> </li> </ul>
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### 2.3 Insurance Requirement

Description
<p>The Bidder must:</p> <ul style="list-style-type: none"> <li>• Submit a letter from an Insurance Broker or Insurance Company licensed to operate in Mexico that certifies that the Bidder, if successful in being awarded an agreement, will or can be insured in accordance with ALL the insurance coverage requirements (minimum 1 million MXN);</li> <li>• The Bidder shall provide a letter or documentation from the Mexican Institute of Social Insurance demonstrating that all employees are registered and can provide services as required.</li> </ul>

### 3.0 RATED REQUIREMENTS (TOTAL 60 points)

#### 3.1 Work Plan (16 points)

**Intent:**

To evaluate the proponent’s strategy for delivering the Work. Based on the documents submitted, Bidder’s will be evaluated as per the evaluation factors listed below. 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. The bidder must demonstrate that the work can be performed according to the dates and schedule outlined by the Embassy, and that the contractor will deploy enough resources to complete the scheduled work on each shift.

##### 3.1.1 Information to be submitted:



- 3.1.1.1 the name, role, number of hours/days planned, per individual Proponent Team member, for each project milestone;
- 3.1.1.2 the number of Contractor that will be on-site for each stage of the process
- 3.1.1.3 a project organization chart showing names and titles of all Proponent Team resources named for the Project;
- 3.1.1.4 a short description of the roles of key stake-holders: Proponent Team, sub-consultants and other specialists and describe how this team will work together to execute the various phases of the Work; and
- 3.1.1.5 a description of the nature, extent and duration of the links in any partnerships / joint ventures
- 3.1.1.6 company registration number along with along with a demonstrated work experience in construction of at least 5 years

**Rating:**

Score	Evaluation	Definition
16	Outstanding	Innovative, comprehensive and complete in all details; exceeds all requirements and objectives.
12-15	Excellent	Substantial response in clearly definable detail; meets all critical requirements; demonstrates full understanding.
8-11	Adequate	Meets all minimum requirements; demonstrates partial understanding.
4-7	Poor	Misses some requirements, demonstrates partial understanding; some detail missing.
0-3	Unsatisfactory	No data/incomplete bid; lacks understanding.

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

**Intent:**

Evaluate the bidder 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 painting and flooring greater than 500 square meters and not more than 10,000 square meters with a construction value over \$50,000 CAD (approx. 800,000 MXN).

**Information to be submitted:**

- The bidder 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.).
- The bidder must submit letters of recommendation or reference, with valid contact information

To facilitate evaluation, a Rated Requirements Table (S. No. 1 to 8) attached below 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 Site Engineers and Project Manager (4 points per project) + Bonus (2 points) = Total 14 points**

**Intent:**

Evaluate the recent experience of the proposed Site Manager/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 similar HVAC commercial projects.

The commercial projects include such as HVAC maintenance projects at International organizations, diplomatic offices or OGD organizations. The space includes greater than 500 square meters and not more than 10,000 square meters with a project value over \$50,000 CAD (approx.800,000 MXN).

**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, a Rated Requirements Table (S. No. 9 and 10) attached below must be completed.

**Rating (per project):**

Score	Evaluation	Definition
2	Bonus Points	The bidder demonstrates site engineers/project manager have experience in highly secured and operational environments on at least one project.
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.

**RATED REQUIREMENTS TABLE**

(To be filled by the Bidder)

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

**3.3 Experience of Site Engineers and Project Manager (4 points per project) + Bonus (2 points) = Total 14 points**

Refer (Criteria)	S.No.		Project 1	Project 2	Project 3
3.2	1.	Title of Project			
3.2	2.	Location of Project			
3.2	3.	Client Name			
3.2	4.	Brief Description of Project Scope			
3.2	5.	Value of Work (MXN)			
3.2	6.	Start Date of Work			
3.2	7.	End Date of Work			
3.2	8.	Bidder's role in the project			
3.3	9.	Description of Services provided by the Site Manager/ Project Manager			
3.3	10.	Highly Secured Environment (Yes/No)			



#### 4.0 TENDER FORM

4.1 All the information required in 4.0 must appear on Section “III” – Tender Form ONLY and sealed in a separate document marked “Tender Form”. 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 mandatory requirements is completed. If the Proponent fails to meet any of the mandatory criteria, the Price Proposal envelope will NOT be opened.

#### 4.2 Firm Price

- 4.2.1 Contractor shall quote an all inclusive Fixed Price (excluding the cost of The Minister’s services and equipment\ furniture) on the form attached as Section “III” – Tender Form. 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 bidder’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 4.2.2 Bidder shall estimate the value of the taxes (including VAT as per 4.3) expected to be payable by Canada as a result of entering into a contract with the Bidder;
- 4.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;
- 4.2.4 Exchange rate fluctuation protection is not offered; and
- 4.2.5 Price Proposals not meeting the above requirements will not be given any further consideration.

#### 4.3 Taxes & Duties

- 4.3.1 Bidder 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 Canada will pay the VAT specified in the Tender Form provided:
  - 4.3.2.1 that amount is applicable to the Work provided by the Proponent to The Government of Canada under the Contract. Canada will not be responsible for the payment of any VAT payable by the Bidder to any third party (including Sub-Contractor);
  - 4.3.2.2 Canada is unable to procure an exemption from VAT in respect of the Work;
  - 4.3.2.3 the Bidder agrees to render every reasonable assistance to Canada 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 Firm Price (F) 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) x 50 / (100 x 0.5)] = 50 - 10 = 40 pts
Proposal 3=125	Score = 50 - [(125 - 100) x 50 / (100 x 0.5)] = 50 - 25 = 25 pts
Proposal 4=145	Score = 50 - [(145 - 100) x 50 / (100 x 0.5)] = 50 - 45 = 5 pts
Proposal 5=150	Score = 0 pts
Proposal 6=175	Score = 0 pts

#### 4.5 Price Breakdown





- 4.5.1** Canada 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 assumptions used to determine the cost of each component of the Work, may lead to disqualification.



**SECTION “III” – TENDER FORM**

Name of Firm: \_\_\_\_\_

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

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

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

**PRICING SCHEDULE – Maintenance of the HVAC Systems**

PRICING SCHEDULE							
#	Period	Firm All-Inclusive Price (excluding VAT)					
	Anticipated Contract Start date: June 2022	June to August	September to November	December to February	March to May	June to May (Monthly maintenance)	Sum of each period
1	Initial Contract Period 1 – Year 1	MXN	MXN	MXN	MXN	MXN	MXN (A)
2	Initial Contract Period 2 – Year 2	MXN	MXN	MXN	MXN	MXN	MXN (B)
3	Option Period 1	MXN	MXN	MXN	MXN	MXN	MXN (C)
4	Option Period 2	MXN	MXN	MXN	MXN	MXN	MXN (D)
5	Option Period 3	MXN	MXN	MXN	MXN	MXN	MXN (E)
<b>Sum (A)+(B)+(C)+(D)+(E) = (F)</b>							MXN

**TF1 FIRM PRICE**

Firm Price (F) (exclusive of applicable taxes): \_\_\_\_\_  
(In accordance with 4.2)

Applicable taxes: \_\_\_\_\_  
(In accordance with 4.3)

**Total Price** (Firm Price + Applicable Taxes): \_\_\_\_\_

All amounts are in MXN.

- Please note that the option period prices cannot be lower than the initial contract period prices.



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

Financial Proposal – Special Rates	
Description	Hourly Rates
Hourly rate for extra work – HVAC Technician Senior Level	MXN
Hourly rate for extra work – HVAC Technician Entry Level	MXN
Hourly rate for extra work – Electrical Technician Senior Level	MXN
Hourly rate for extra work – HVAC Journeyman	MXN
Hourly rate for extra work – Electrical Journeyman	MXN
Overtime rate Saturday	MXN
Overtime rate Sunday	MXN

**TF2 ACCEPTANCE AND ENTRY INTO CONTRACT**

I/We undertake, within fourteen (14) calendar days of receipt of notification of acceptance of my/our bid, to sign a contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided I/We are notified, by The Government of Canada, of the acceptance of my/our bid within ninety (90) days of the tender closing date.

**TF3 CONSTRUCTION TIME**

I/We agree to complete the Work within the time stipulated in the specification from the date of notification of acceptance of my/our bid.

**TF4 INSURANCE AND EMPLOYEE REGISTRATION CERTIFICATE**

Within fourteen (14) calendar days after receipt of written notification of acceptance of my/our bid, I/We will furnish a valid Mexican work based insurance (of at least 1 Million MXN) and a registration of all its employees with Mexican Institute of Social Insurance.

SIGNED, ATTESTED TO AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_ on behalf of:

\_\_\_\_\_

Print the legal name of the Bidder

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Signature of authorized signatory

\_\_\_\_\_  
Print name(s) & titles of authorized signatory

\_\_\_\_\_  
Print name(s) & titles of authorized signatory

\_\_\_\_\_  
Signature of Witness



## SECTION "IV" - GENERAL INSTRUCTIONS

### **GI1 RESPONSIVENESS**

- 1.1 For a proposal to be considered valid, it must comply will all 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 Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in article A10 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 Bidders, the Contract Advisor 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 Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

### **GI3 BIDDER'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD**

- 3.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contract Advisor named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contract Advisor within the timeframe described in A10 to allow sufficient time to provide a response. The Government of Canada reserves the right to accept or reject any or all suggestions.

### **GI4 PROPOSAL PREPARATION COST**

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

### **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 A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by the Government of Canada and cannot transfer this responsibility to the Government of Canada. The Government of Canada will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7.

### **GI6 VALIDITY OF PROPOSAL**

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

### **GI7 RIGHTS OF CANADA**

- 7.1 The Government of Canada reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders' cost, upon forty eight (48) hours written notice, to seek clarification or to verify any or all information provided by the Bidder 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 The Government of Canada's 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 Bidder, including the Bidder'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 The Government of Canada.  
(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 Contract Advisor will so inform the Bidder and provide the Bidder 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 Contract Advisor 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 Contract Advisor. The Bidder's attention is drawn to the fact that the Contract Advisor is the only authority which can commit The Government of Canada to the expenditure of the funds for this requirement.

#### **GI10 PROPERTY OF THE GOVERNMENT OF CANADA**

- 10.1 All correspondence, documents and information provided to the Minister by any Bidder in connection with this RFP will become the property of the Government of Canada and may be released pursuant to the *Canadian Federal Access to Information Act* and the *Privacy Act*.

#### **GI11 RIGHTS OF UNSUCCESSFUL BIDDERS**

- 11.1 Bidders 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 proposal by Canadian officials become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders 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 Bidders to this tender process, all the documents submitted by competing Bidders 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 Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

#### **GI12 PRICE SUPPORT**

- 12.1 In the event that the Bidder's bid is the sole responsive proposal received, the Bidder must provide, on the Minister's request, one or more of the following price support if applicable:
  - 12.1.1 a current published price list indicating the percentage discount available to the Minister;
  - 12.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
  - 12.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;



- 12.1.4 price or rate certification; and
- 12.1.5 any other supporting documentation as requested by the Minister.

### **GI13 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT**

- 13.1 Bidders 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, except for their response to The Government of Canada pursuant to this RFP.

### **GI14 ACCEPTANCE OF BIDS**

- 14.1 Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.
- 14.2 Bidders must submit a list of sub-contractors on TF2 they propose to use on the Works. The successful Bidder shall not be allowed any subsequent substitution of the submitted list of sub-contractors, unless authorized, in advance in writing by The Government of Canada.

### **GI15 SIGNATURES**

- 15.1 The following requirements are to be adhered to when signing the Tender Form:

#### **15.1.1 Corporation**

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

#### **15.1.2 Partnership**

The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.

#### **15.1.3 Sole Proprietorship**

The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the bid.

#### **15.1.4 Joint Venture**

The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 15.1.1 to 15.1.3 above.

### **GI16 RETURN OF DOCUMENTS**

- 16.1 Unsuccessful Bidders must, if requested by the Contract Advisor, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) calendar days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

### **GI17 INTERPRETATION**

- 17.1 In this RFP, “Canada”, “the Minister”, “The Government of Canada” or “Canada” means Canada the Queen in right of Canada, as represented by the Minister of Foreign Affairs.

### **GI18 APPROVAL OF ALTERNATIVE MATERIAL**

- 18.1 The proposal must be based on using materials specified by trade or manufacturer’s names where specified in the tender documentation.
- 18.2 Alternatives to materials and equipment specified by trade or manufacturer’s names will be considered during the bid period if full descriptive data on proposed alternatives is submitted in writing to the Contract Advisor as specified in A10. Enquiries.
- 18.3 The Contract Advisor must approve any alternative material in writing. Approved alternatives will be incorporated in the specification by issuance of addenda to the tender documents.



DRAFT CONTRACT

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 "Canada") 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 Annex "A" - STATEMENT OF WORK.

Performance of the Work described in Annex "A" - Statement of Work.

Table with contract details: C2. TITLE (Maintenance of the HVAC Systems for the Embassy of Canada in Mexico City, Mexico), C3. CONTRACT PERIOD (Start: TBD, End: TBD), C4. CONTRACT NUMBER (TBD), C5. PROJECT NUMBER (TBD), C6. DATE (TBD), C7. CONTRACT DOCUMENTS (List of 7 documents), C8. CONTRACT AMOUNT (The Government of Canada shall pay the contractor an amount not to exceed TBD), C9. INVOICES (Two copies to be sent to Departmental Representative), C10. GOVERNING LAWS (Laws in force in the Province of Ontario, Canada). Includes signature lines for Contractor and Minister, and a Corporate Seal area.



## 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 Annex “A” (Statement of Work) and Section “II” Terms 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" – TERMS OF PAYMENT

### TP1 AMOUNT PAYABLE - GENERAL

- 1.1 Subject to any other provisions of this Contract, Canada shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which:
- 1.1.1 the aggregate of the amounts described in TP2 exceeds; and
  - 1.1.2 the aggregate of the amounts described in TP3;
- and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the Work to which the payment relates.
- 1.2 Subject to any other provisions in this Contract, "Days" shall mean continuous calendar days including weekends and statutory public holidays.

### TP2 AMOUNT PAYABLE TO THE CONTRACTOR

- 2.1 The amounts referred to in TP1.1.1 are the aggregate of:
- 2.1.1 The contract amount referred to in C8 of the Articles of Agreement; and
  - 2.1.2 The amounts, if any, that are payable to the Contractor pursuant to the General Conditions.

### TP3 AMOUNT PAYABLE TO CANADA

- 3.1 The amounts referred to in TP1.1.2 are the aggregate of the amounts, if any, that the Contractor is liable to pay Canada pursuant to the Contract.
- 3.2 When making any payment to the Contractor, the failure of Canada to deduct an amount referred to in TP3.1 from an amount referred to in TP2 shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.

### TP4 TIME OF PAYMENT

- 4.1 In these Terms of Payment:
- 4.1.1 The "payment period" means a period of thirty (30) consecutive days or such other longer period as is agreed between the Contractor and the Departmental Representative;
  - 4.1.2 An amount is "due and payable" when it is due and payable by Canada to the Contractor according to TP4.4, TP4.7 or TP4.10;
  - 4.1.3 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable;
  - 4.1.4 The "date of payment" means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada and given for payment; and
  - 4.1.5 The "Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the opening of business on the date of payment.

#### Progress Payments

- 4.2 The Contractor shall, on the expiration of a payment period, deliver to the Departmental Representative in respect of that payment period a written progress claim in a form acceptable to the Departmental Representative that fully describes any part of the Work that has been completed (including its percentage of the total Work), and any material that was delivered to the work site but not incorporated into the Work, during that payment period.
- 4.3 The Departmental Representative shall, not later than ten days after receipt by him of a progress claim referred to in TP4.2:
- 4.3.1 Inspect, or cause to have inspected, the part of the Work and the material described in the progress claim; and
  - 4.3.2 Determine the value of the part of the Work and the material described in the progress claim that, in the opinion of the Departmental Representative:
    - 4.3.2.1 is in accordance with the Contract, and
    - 4.3.2.2 was not paid for in any other progress claim relating to the Contract.



- 4.4 Subject to TP1 and TP4.5 Canada shall, no later than thirty (30) days after the receipt by the Departmental Representative of a progress claim referred to in TP4.2, pay the Contractor an amount that is equal to the value that is determined under TP4.3.2 less a holdback as stated in C12.
- 4.5 It is a condition precedent to Canada's obligation under TP4.4 that the Contractor has made and delivered to the Departmental Representative a statutory declaration in respect of a progress claim referred to in TP4.2.
- 4.6 A statutory declaration referred to in TP4.5 shall contain a deposition by the Contractor that up to the date immediately preceding the Contractor's latest progress claim, all lawful obligations of the Contractor with regard to subcontractors and suppliers of material in respect of the Work under the Contract have been fully discharged.

#### Interim Certificate of Completion

- 4.7 Subject to TP1 and TP4.8, Canada shall, not later than thirty (30) days after the date of issue of an Interim Certificate of Completion referred to in GC44.2, pay to the Contractor an amount that is equal to the amount referred to in TP1, less the aggregate of:
- 4.7.1 An amount that is equal to the Departmental Representative's estimate of the cost to Canada of rectifying defects and deficiencies described in the Interim Certificate of Completion; and
- 4.7.2 an amount that is equal to the total of all payments made by Canada under TP4.4.
- 4.8 It is a condition precedent to Canada's obligation under TP4.7 that the Contractor has made and delivered to the Departmental Representative a statutory declaration described in TP4.9 in respect of an Interim Certificate of Completion referred to in GC44.2.
- 4.9 A statutory declaration referred to in TP4.8 shall contain a deposition by the Contractor that up to the date of the Interim Certificate of Completion the Contractor has:
- 4.9.1 Discharged all of the Contractor's lawful obligations to the subcontractors and suppliers of material in respect of the Work under the Contract; and
- 4.9.2 Discharged the Contractor's obligations referred to in GC14.6.

#### Final Certificate of Completion

- 4.10 Subject to TP1 and TP4.11, Canada shall, not later than sixty (60) days after the date of issue of a Final Certificate of Completion referred to in GC44.1, pay the Contractor the amount referred to in TP1 less the sum of all payments that were made pursuant to TP4.4 and TP4.7.
- 4.11 It is a condition precedent to Canada's obligation under TP4.10 that the Contractor has made and delivered a statutory declaration described in TP4.12 to the Departmental Representative.
- 4.12 A statutory declaration referred to in TP4.11 shall, in addition to the depositions described in TP4.9, contain a deposition by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied.

#### **TP5 PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON CANADA**

Neither a progress claim referred to in TP4.3 nor any payment made by Canada pursuant to these Terms of Payment shall be construed as an admission by Canada that the Work, material or any part thereof is complete, is satisfactory or is in accordance with the Contract.

#### **TP6 DELAY IN MAKING PAYMENT**

- 6.1 Notwithstanding GC7 any delay by Canada in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the Contract by Canada.
- 6.2 Canada shall be liable to pay to the Contractor simple interest at the average Bank Rate as defined in TP9.2.2 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. No interest will be payable or paid in respect of payment unless the Contractor so requests after payment has become due.
- 6.3 Interest shall not be payable or paid unless the amount referred to in TP6.2 has been overdue for more than fifteen (15) days following:



- 6.3.1 The date the said amount became due and payable; or
- 6.3.2 The receipt by the Departmental Representative of the statutory declaration referred to in TP4.5, TP4.8 or TP4.11;  
whichever is the later, and
- 6.3.3 Interest shall not be payable or paid on overdue advance payments if any.

**TP7 RIGHT OF SET-OFF**

- 7.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in the Contract, Canada may set-off any amount payable to Canada by the Contractor under this Contract or under any current contract against any amount payable to the Contractor under this Contract.
- 7.2 For the purposes of TP7.1, "current contract" means a contract between Canada and the Contractor:
  - 7.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
  - 7.2.2 In respect of which Canada has, since the date on which the Articles of Agreement were made, exercised any right to take the Work that is the subject of the Contract out of the Contractor's hands.

**TP8 PAYMENT IN EVENT OF TERMINATION**

If the Contract is terminated pursuant to GC41, Canada shall pay the Contractor any amount that is lawfully due and payable to the Contractor as soon as is practicable under the circumstances.

**TP9 INTEREST ON SETTLED CLAIMS**

- 9.1 Canada shall pay to the Contractor simple interest on the amount of a settled claim at an average Bank of Canada Rate plus one and a quarter percent (1.25%) from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2 For the purposes of TP9.1:
  - 9.2.1 A claim is deemed to have been settled when an agreement in writing is signed by the Departmental Representative and the Contractor setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
  - 9.2.2 An "average Bank Rate" means the discount rate of interest set by the Bank of Canada in effect at the end of each calendar month averaged over the period the settled claim was outstanding.
  - 9.2.3 A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
  - 9.2.4 A claim means a disputed amount subject to negotiation between Canada and the Contractor under the Contract.

**TP10 TAXES**

- 10.1 If applicable, the VAT or Canadian Goods and Services Tax (GST) is to be shown separately on all invoices and progress claims for Work performed, and will be paid by Canada. The Contractor agrees to remit any GST due to Revenue Canada.
- 10.2 The Government of Canada GST registration number is 121491807.



## SECTION "III" - GENERAL CONDITIONS

### GC1 INTERPRETATION

- 1.1 In the Contract:
  - 1.1.1 Where reference is made to a part of the Contract by means of numbers receded by letters, the reference shall be construed to be a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein;
  - 1.1.2 "Contract" means the Contract Documents referred to in the Articles of Agreement;
  - 1.1.3 "Contract security" means any security given by the Contractor to Canada in accordance with the Contract;
  - 1.1.4 "Days" means continuous calendar days, including weekends and statutory public holidays;
  - 1.1.5 "Departmental Representative" means the officer, employee or person engaged by Canada who is designated pursuant to the Articles of Agreement and includes a person specially authorized by him to perform, on his behalf, any of his functions under the Contract and is so designated in writing to the Contractor;
  - 1.1.6 "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period of one (1) year immediately preceding the date of this Contract;
  - 1.1.7 "Material" includes all commodities, articles and things required to be furnished by or for the Contractor under the Contract for incorporation into the Work;
  - 1.1.8 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purposes of the Contract;
  - 1.1.9 "Person" includes, unless the context otherwise requires, a partnership, proprietorship, firm, joint venture, consortium and a corporation;
  - 1.1.10 "Plant" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment and commodities, articles and things other than material, that are necessary for the due performance of the Contract;
  - 1.1.11 "Subcontractor" means a person to whom the Contractor has, subject to GC4, subcontracted the whole or any part of the Work;
  - 1.1.12 "Superintendent" means the employee of the Contractor who is designated by the Contractor to act pursuant to GC19;
  - 1.1.13 "Technical documentation" means designs, reports, photographs, surveys, drawings, plans, specifications, computer software, computer printouts, calculations and other data, information and material, prepared, collected, computed, drawn, or produced for the Work; and
  - 1.1.14 "Work" includes, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract.
- 1.2 The headings in the Contract documents, other than in the Plans and Specifications, form no part of the Contract but are inserted for convenience of reference only.
- 1.3 In interpreting the Contract, in the event of discrepancies or conflicts between anything in the Plans and Specifications and the General Conditions, the General Conditions govern.
- 1.4 Words importing the singular only also include the plural, and vice versa, where the context requires;
- 1.5 Headings or notes in the Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 1.6 "Herein," "hereby," "hereof," "hereunder" and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof.
- 1.7 In interpreting the Plans and Specifications, in the event of discrepancies or conflicts between:
  - 1.7.1 The Plans and Specifications, the Specifications govern;
  - 1.7.2 The Plans, the Plans drawn with the largest scale govern; and
  - 1.7.3 Figured dimensions and scaled dimensions, the figured dimensions govern.



**GC2 SUCCESSORS AND ASSIGNS**

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

**GC3 ASSIGNMENT OF CONTRACT**

The Contract may not be assigned by the Contractor, either in whole or in part, without the written consent of the Minister.

**GC4 SUBCONTRACTING BY CONTRACTOR**

- 4.1 Subject to this General Condition, the Contractor may subcontract any part of the Work.
- 4.2 The Contractor shall notify the Departmental Representative in writing of his intention to subcontract.
- 4.3 A notification referred to in GC4.2 shall identify the part of the Work, and the subcontractor with whom it is intended to subcontract.
- 4.4 The Departmental Representative may object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by the Departmental Representative of a notification referred to in GC4.2.
- 4.5 If the Departmental Representative objects to a subcontracting pursuant to GC4.4, the Contractor shall not enter into the intended subcontract.
- 4.6 The Contractor shall not, without the written consent of the Departmental Representative, change a subcontractor who has been engaged by him in accordance with this General Condition.
- 4.7 Every subcontract entered into by the Contractor shall adopt all of the terms and conditions of this Contract that are of general application.
- 4.8 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon Canada.

**GC5 AMENDMENTS**

No amendment or change in any of the provisions of the Contract shall have any force or effect until it is reduced to writing and signed by both parties.

**GC6 NO IMPLIED OBLIGATIONS**

- 6.1 No implied terms or obligations of any kind by or on behalf of Canada shall arise from anything in the Contract and the express covenants and agreements therein contained and made by Canada are the only covenants and agreements upon which any rights against Canada are to be founded.
- 6.2 The Contract supersedes all communications, negotiations and agreements, either written or oral, relating to the Work that were made prior to the date of the Contract.

**GC7 TIME OF THE ESSENCE**

Time is of the essence of the Contract.

**GC8 INDEMNIFICATION BY CONTRACTOR**

- 8.1 The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor, his servants, agents, subcontractors and sub-subcontractors in performing the Work including an infringement or an alleged infringement of a patent of invention or any other kind of intellectual property.
- 8.2 For the purposes of GC8.1, "activities" includes any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

**GC9 INDEMNIFICATION BY CANADA**



- 9.1 Canada shall, subject to the Crown Liability Act, the Patent Act, and any other law that affects Canada's rights, powers, privileges or obligations, indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of his activities under the Contract that are directly attributable to:
- 9.1.1 Lack of or a defect in Canada's title to the work site whether real or alleged; or
  - 9.1.2 An infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by Canada to the Contractor.

**GC10 MEMBERS OF HOUSE OF COMMONS NOT TO BENEFIT**

As required by the Parliament of Canada Act, it is an express condition of the Contract that no member of the Canadian House of Commons shall be admitted to any share or part of the Contract or to any benefit arising therefrom.

**GC11 NOTICES**

- 11.1 Any notice, consent, order, decision, direction or other communication, other than a notice referred to in GC11.4, that may be given to the Contractor pursuant to the Contract may be given in any manner.
- 11.2 Any notice, consent, order, decision, direction or other communication required to be given in writing, to any party pursuant to the Contract shall, subject to GC11.4, be deemed to have been effectively given:
- 11.2.1 to the Contractor, if delivered personally to the Contractor or the Contractor's superintendent, or forwarded by mail, email or facsimile to the Contractor at the address set out in the Articles of Agreement; or
  - 11.2.2 to Canada, if delivered personally to the Departmental Representative, or forwarded by mail, email or facsimile to the Departmental Representative at the address set out in C1.
- 11.3 Any such notice, consent, order, decision, direction or other communication given in accordance with GC11.2 shall be deemed to have been received by either party:
- 11.3.1 If delivered personally, on the day that it was delivered;
  - 11.3.2 If forwarded by mail, on the earlier of the day it was received and the sixth (6<sup>th</sup>) day after it was mailed; and
  - 11.3.3 If forwarded by email or facsimile, twenty-four (24) hours after it was transmitted.
- 11.4 A notice given under GC38.1.1, GC40 and GC41, if delivered personally, shall be delivered to the Contractor if the Contractor is doing business as a sole proprietor or, if the Contractor is a partnership or corporation, to an officer thereof.

**GC12 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY CANADA**

- 12.1 Subject to GC12.2, the Contractor is liable to Canada for any loss of or damage to material, plant or real property that is supplied or placed in the care, custody and control of the Contractor by Canada for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.
- 12.2 The Contractor is not liable to Canada for any loss or damage to material, plant or real property referred to in GC12.1 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 12.3 The Contractor shall not use any material, plant or real property referred to in GC12.1 except for the purpose of performing this Contract.
- 12.4 If the Contractor fails to make good any loss or damage for which he is liable under GC12.1 within a reasonable time after being required to do so by the Departmental Representative, the Departmental Representative may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to Canada for the cost thereof and shall, on demand, pay to Canada an amount equal to that cost.
- 12.5 The Contractor shall keep such records of all material, plant and real property referred to in GC12.1



as the Departmental Representative from time to time requires and shall satisfy the Departmental Representative, when requested, that such material, plant and real property are at the place and in the condition in which they ought to be.

### **GC13 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF CANADA**

- 13.1** Subject to GC14.7 all material and plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Contract shall become the property of Canada for the purposes of the Work and they shall continue to be the property of Canada:
- 13.1.1** In the case of material, until the Departmental Representative indicates that he is satisfied that it will not be required for the Work; and
- 13.1.2** In the case of plant, real property, licenses, powers and privileges, until the Departmental Representative indicates that he is satisfied that the interest vested in Canada therein is no longer required for the purposes of the Work.
- 13.2** Material or plant that is the property of Canada by virtue of GC13.1 shall not be taken away from the work site or used or disposed of except for the purposes of the Work without the written consent of the Departmental Representative.
- 13.3** Canada is not liable for loss of or damage from any cause to the material or plant referred to in GC13.1 and the Contractor is liable for such loss or damage notwithstanding that the material or plant is the property of Canada.

### **GC14 PERMITS AND TAXES PAYABLE**

- 14.1** The Contractor shall, within fifteen (15) days after the date of the Contract, tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for a person other than Canada.
- 14.1.1** The Contractor shall be responsible for obtaining and pay for all necessary permits for all the Work to be undertaken under the Contract. He shall give all notices and comply with all laws, rules and regulations bearing on the conduct of the Work as drawn and specified.
- 14.2** Within ten (10) days of making a tender pursuant to GC14.1, the Contractor shall notify the Departmental Representative of his action and of the amount tendered and whether or not the municipal authority has accepted that amount.
- 14.3** If the municipal authority does not accept the amount tendered pursuant to GC14.1 the Contractor shall pay that amount to Canada within six (6) days after the time stipulated in GC14.2.
- 14.4** For the purposes of GC14.1 to GC14.3 "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not Canada.
- 14.5** The Contractor shall pay any and all applicable taxes arising from or relating to the performance of the Work under the Contract. The Contractor shall also determine the extent of, and apply for, any and all exemptions that are, or may be, available due to the status of Canada as a sovereign entity. Where the Contractor procures goods for incorporation into the Work, for such purposes, the Contractor shall be an agent of Canada. Any such exemptions that are available shall be applied to the benefit of Canada. The Contractor shall obtain and provide sufficient documentation from the relevant authorities as to the availability of such exemptions.
- 14.6** In performing the Work under the Contract, the Contractor shall abide by all of the laws in force in the local jurisdiction. Should the Contractor fail to pay any dues or taxes payable under those laws, the Minister, after giving the Contractor seven (7) days prior written notice of his intention so to do, shall have the right to pay directly any such dues or taxes claimed, and deduct same from any payment due to the Contractor.
- 14.7** For the purpose of the payment of any and all applicable taxes or the furnishing of security for the payment of any and all applicable taxes arising from or related to the performance of the Work under the Contract, the Contractor shall, notwithstanding the fact that all material, plant and interest of the Contractor in all real property, licences, powers and privileges, have become the property of Canada

after the time of purchase, be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any and all applicable taxes payable, at the time of the use or consumption of that material, plant or interest of the Contractor in accordance with the relevant legislation.

#### **GC15 PERFORMANCE OF WORK UNDER DIRECTION OF DEPARTMENTAL REPRESENTATIVE**

The Contractor shall:

- 15.1.1 Permit the Departmental Representative to have access to the Work and its site at all times during the performance of the Contract;
- 15.1.2 Furnish the Departmental Representative with such information respecting the performance of the Contract as he may require; and
- 15.1.3 Give the Departmental Representative every possible assistance to enable the Departmental Representative to carry out his duty to see that the Work is performed in accordance with the Contract and to carry out any other duties and exercise any powers specially imposed or conferred on the Departmental Representative under the Contract.

#### **GC16 COOPERATION WITH OTHER CONTRACTORS**

16.1 Where, in the opinion of the Departmental Representative, it is necessary that other contractors or workers with or without plant and material, be sent onto the Work or its site, the Contractor shall, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligation.

16.2 If:

- 16.2.1 the sending onto the Work or its site of other contractors or workers pursuant to GC16.1 could not have been reasonably foreseen or anticipated by the Contractor when entering into the Contract;
- 16.2.2 the Contractor incurs, in the opinion of the Departmental Representative, extra expense in complying with GC16.1; and
- 16.2.3 the Contractor has given the Departmental Representative written notice of his claim for the extra expense referred to in GC16.2.2 within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site;

16.3 Canada shall pay the Contractor the cost, calculated in accordance with GC48 to GC50, of the extra labour, plant and material that was necessarily incurred.

#### **GC17 EXAMINATION OF WORK**

17.1 If, at any time after the commencement of the Work but prior to the expiry of the warranty or guarantee period, the Departmental Representative has reason to believe that the Work or any part thereof has not been performed in accordance with the Contract, the Departmental Representative may have that Work examined by an expert of his choice.

17.2 If, as a result of an examination of the Work referred to in GC17.1, it is established that the Work was not performed in accordance with the Contract, then, in addition to and without limiting or otherwise affecting any of Canada's rights and remedies under the Contract either at law or in equity, the Contractor shall pay Canada, on demand, all reasonable costs and expenses that were incurred by Canada in having that examination performed.

#### **GC18 CLEARING OF SITE**

18.1 The Contractor shall maintain the Work and its site in a tidy condition and free from the accumulation of waste material and debris, in accordance with any directions of the Departmental Representative.

18.2 Before the issue of an Interim Certificate of Completion referred to in GC44.2, the Contractor shall remove all the plant and material not required for the performance of the remaining Work, and all waste material and other debris, and shall cause the Work and its site to be clean and suitable for occupancy by Canada's servants, unless otherwise stipulated in the Contract.

18.3 Before the issue of a Final Certificate of Completion referred to in GC44.1, the Contractor shall remove from the Work and its site all of the surplus plant and material and any waste material and





other debris.

- 18.4 The Contractor's obligations described in GC18.1 to GC18.3 do not extend to waste material and other debris caused by Canada's servants or contractors and workers referred to in GC16.1

#### **GC19 CONTRACTOR'S SUPERINTENDENT**

- 19.1 The Contractor shall, forthwith upon the award of the Contract, designate a superintendent.
- 19.2 The Contractor shall forthwith notify the Departmental Representative of the name, address and telephone number of a superintendent designated pursuant to GC19.1.
- 19.3 A superintendent designated pursuant to GC19.1 shall be in full charge of the operations of the Contractor in the performance of the Work and is authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the Contractor that may be given to the superintendent under the Contract.
- 19.4 The Contractor shall, until the Work has been completed, keep a competent superintendent at the work site during working hours.
- 19.5 The Contractor shall, upon the request of the Departmental Representative, remove any superintendent who, in the opinion of the Departmental Representative, is incompetent or has been conducting himself improperly and shall forthwith designate another superintendent who is acceptable to the Departmental Representative.
- 19.6 Subject to GC19.5, the Contractor shall not substitute a superintendent without the written consent of the Departmental Representative.
- 19.7 A breach by the Contractor of GC19.6 entitles the Departmental Representative to refuse to issue any certificate referred to in GC44 until the superintendent has returned to the work site or another superintendent who is acceptable to the Departmental Representative has been substituted.

#### **GC20 NATIONAL SECURITY**

- 20.1 If the Minister is of the opinion that the Work is of a class or kind that involves the national security of Canada, he may order the Contractor:
- 20.1.1 To provide him with any information concerning persons employed or to be employed by him for purposes of the Contract; and
  - 20.1.2 To remove any person from the Work and its site if, in the opinion of the Minister, that person may be a risk to the national security.
- 20.2 The Contractor shall, in all contracts with persons who are to be employed in the performance of the Contract, make provision for his performance of any obligation that may be imposed upon him under GC19 to GC21.
- 20.3 The Contractor shall comply with an order of the Minister under GC20.1.

#### **GC21 UNSUITABLE WORKERS**

The Contractor shall, upon the request of the Departmental Representative, remove any person employed by him for purposes of the Contract who, in the opinion of the Departmental Representative, is incompetent or has conducted himself improperly, and the Contractor shall not permit a person who has been removed to return to the work site.

#### **GC22 INCREASED OR DECREASED COSTS**

- 22.1 The amount set out in the Articles of Agreement shall not be increased or decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, plant or material or any wage adjustment.
- 22.2 Notwithstanding GC22.1 and GC35, an amount set out in the Articles of Agreement shall be adjusted in the manner provided in GC22.3, if any change occurs in a tax imposed under any sales tax legislation applicable under the governing law of this Contract relative to the purchase of tangible personal property to be incorporated into Real Property:
- 22.2.1 Occurs after the date of the submission by the Contractor of his tender for the Contract;



22.2.2 Applies to material; and

22.2.3 Affects the cost to the Contractor of that material.

22.3 If a change referred to in GC22.2 occurs, the appropriate amount set out in the Articles of Agreement shall be increased or decreased by an amount equal to the amount that is established by an examination of the relevant records of the Contractor referred to in GC51 to be the increase or decrease in the cost incurred that is directly attributable to that change.

22.4 For the purpose of GC22.2, where a tax is changed after the date of submission of the tender but public notice of the change has been given by the appropriate local tax authorities before that date, the change shall be deemed to have occurred before the date of submission of the tender.

#### **GC23 LABOUR AND MATERIAL**

23.1 The Contractor shall at all time enforce strict discipline and good order amongst his employees, professional consultants and subcontractors and shall not employ on the Work any unfit person nor anyone unskilled in the Work assigned to him.

23.2 The Contractor warrants that all materials and workmanship to be supplied by him shall be of a quality consistent with the specifications of the Contract.

#### **GC24 PROTECTION OF WORK AND DOCUMENTS**

24.1 The Contractor shall guard or otherwise protect the Work and its site, and protect the Contract, specifications, plans, drawings, information, material, plant and real property, whether or not they are supplied by Canada to the Contractor, against loss or damage from any cause, and he shall not use, issue, disclose or dispose of them without the written consent of the Minister, except as may be essential for the performance of the Work.

24.2 If any document or information given or disclosed to the Contractor is assigned a security rating by the person who gave or disclosed it, the Contractor shall take all measures directed by the Departmental Representative to be taken to ensure the maintenance of the degree of security that is ascribed to that rating.

24.3 The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the Minister to inspect or to take security measures in respect of the Work and its site.

24.4 The Departmental Representative may direct the Contractor to do such things and to perform such additional Work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC24.1 to GC24.3.

#### **GC25 PUBLIC CEREMONIES AND SIGNS**

25.1 The Contractor shall not permit any public ceremony in connection with the Work without the prior written consent of the Departmental Representative.

25.2 The Contractor shall not erect or permit the erection of any sign or advertising on the Work or its site without the prior written consent of the Departmental Representative.

#### **GC26 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE, AND OTHER HAZARDS**

26.1 The Contractor shall, at his own expense, do whatever is necessary to ensure that:

26.1.1 No person, property, right, easement or privilege is injured, damaged or infringed by reasons of the Contractor's activities in performing the Contract;

26.1.2 Pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or plant;

26.1.3 Fire hazards in or about the Work or its site are eliminated and, subject to any direction that may be given by the Departmental Representative, any fire is promptly extinguished;

26.1.4 The health and safety of all persons employed in the performance of the Work are not endangered by the method or means of its performance;

26.1.5 Adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;



- 26.1.6 Adequate sanitation measures are taken in respect of the Work and its site; and
- 26.1.7 All stakes, buoys and marks placed on the Work or its site by or under the authority of the Departmental Representative are protected and are not removed, defaced, altered or destroyed.
- 26.2 The Departmental Representative may direct the Contractor to do such things and to perform such additional Work as the Departmental Representative considers reasonable and necessary to ensure compliance with or to remedy a breach of GC26.1.
- 26.3 The Contractor shall, at his own expense, comply with a direction of the Departmental Representative made under GC26.2.

#### **GC27 INSURANCE**

- 27.1 The Contractor shall, at his own expense, obtain and maintain insurance contracts in respect of the Work and shall provide evidence thereof to the Departmental Representative in accordance with the requirements of the Insurance Conditions in Section "IV."
- 27.2 The insurance Contracts referred to in GC27.1 shall:
  - 27.2.1 be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in Insurance Conditions in Section "IV"; and
  - 27.2.2 Provide for the payment of claims under such insurance Contracts in accordance with GC28.

#### **GC28 INSURANCE PROCEEDS**

- 28.1 In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance Contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid directly to Canada, and:
  - 28.1.1 the monies so paid shall be held by Canada for the purposes of the Contract; or
  - 28.1.2 Canada elects, shall be retained by Canada, in which event they vest in Canada absolutely.
- 28.2 In the case of a claim payable under a General Liability insurance Contract maintained by the Contractor pursuant to GC27, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 28.3 If an election is made pursuant to GC28.1, the Minister may cause an audit to be made of the accounts of the Contractor and of Canada in respect of the part of the Work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between:
  - 28.3.1 the aggregate of the amount of the loss or damage suffered or sustained by Canada, including any costs incurred in respect of the clearing and cleaning of the Work and its site and any other amount that is payable by the Contractor to Canada under the Contract, minus any monies retained pursuant to GC28.1.2; and
  - 28.3.2 The aggregate of the amounts payable by Canada to the Contractor pursuant to the Contract up to the date of the loss or damage.
- 28.4 A difference that is established pursuant to GC28.3 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 28.5 When payment of a deficiency has been made pursuant to GC28.4, all rights and obligations of Canada and the Contractor under the Contract shall, with respect only to the part of the Work that was the subject of the audit referred to in GC28.3, be deemed to have been expended and discharged.
- 28.6 If an election is not made pursuant to GC28.1.2 the Contractor shall, subject to GC28.7, clear and clean the Work and its site and restore and replace the part of the Work that was lost, damaged or destroyed at his own expense as if that part of the Work had not yet been performed.
- 28.7 When the Contractor clears and cleans the Work and its site and restores and replaces the Work referred to in GC28.6, Canada shall pay him out of the monies referred to in GC28.1 so far as they will there unto extend.
- 28.8 Subject to GC28.7, payment by Canada pursuant to GC28.7 shall be made in accordance with the Contract but the amount of each payment shall be one hundred percent (100%) of the amount claimed notwithstanding TP4.4.

#### **GC29 CONTRACT SECURITY**



29.1 Not Applicable

**GC30 CHANGES IN THE WORK**

- 30.1 Subject to GC5, the Departmental Representative may, at any time before he issues the Final Certificate of Completion:
- 30.1.1 Order Work or material in addition to that provided for in the Plans and Specifications; and
  - 30.1.2 Delete or change the dimensions, character, quantity, quality, description, location or position of the whole or any part of the Work or material provided for in the Plans and Specifications or in any order made pursuant to GC30.1.1, if that additional Work or material, deletion, or change is, in his opinion, consistent with the general intent of the original Contract.
- 30.2 The Contractor shall perform the Work in accordance with such orders, deletions and changes that are made by the Departmental Representative pursuant to GC30.1 from time to time as if they had appeared in and been part of the Plans and Specifications.
- 30.3 The Departmental Representative shall determine whether or not anything done or omitted by the Contractor pursuant to an order, deletion or change referred to in GC30. 1 increased or decreased the cost of the Work to the Contractor.
- 30.4 If the Departmental Representative determines pursuant to GC30.3 that the cost of the Work to the Contractor has been increased, Canada shall pay the Contractor the increased cost that the Contractor necessarily incurred for the additional Work calculated in accordance with GC49 or GC50.
- 30.5 If the Departmental Representative determines pursuant to GC30.3 that the cost of the Work to the Contractor has been decreased, Canada shall reduce the amount payable to the Contractor under the contract by an amount equal to the decrease in the cost caused by the deletion or change referred to in GC30.1.2 and calculated in accordance with GC49.
- 30.6 GC30.3 to GC30.5 are applicable only to a contract or a portion of a contract for which a Fixed Price Arrangement is stipulated in the Contract.
- 30.7 An order, deletion or change referred to in GC30. 1 shall be in writing, signed by the Departmental Representative and given to the Contractor in accordance with GC11.

**GC31 INTERPRETATION OF CONTRACT BY DEPARTMENTAL REPRESENTATIVE**

- 31.1 If, at any time before the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and, in particular but without limiting the generality of the foregoing, about:
- 31.1.1 the meaning of anything in the Plans and Specifications;
  - 31.1.2 the meaning to be given to the Plans and Specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
  - 31.1.3 whether or not the quality or quantity of any material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
  - 31.1.4 the Work and carrying out the Contract are adequate to ensure that the Work will be performed in accordance with the Contract and that the Contract will be carried out in accordance with its terms;
  - 31.1.5 what quantity of any kind of Work has been completed by the Contractor; or
  - 31.1.6 the timing and scheduling of the various phases of the performance of the Work, the question shall be decided by the Departmental Representative whose decision shall be final and conclusive in respect of the Work.
- 31.2 The Contractor shall perform the Work in accordance with any decisions of the Departmental Representative that are made under GC31.1 and in accordance with any consequential directions given by the Departmental Representative.

**GC32 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK**

- 32.1 Without restricting any warranty or guarantee implied or imposed by law or contained in the contract



documents, the Contractor shall, at his own expense:

- 32.1.1 Rectify and make good any defect or fault that appears in the Work or comes to the attention of the Minister with respect to those parts of the Work accepted in connection with the Interim Certificate of Completion referred to GC44.2 within twelve (12) months from the date of the Interim Certificate of Completion; and
- 32.1.2 Rectify and make good any defect or fault that appears in or comes to the attention of the Minister in connection with those parts of the Work described in the Interim Certificate of Completion referred to in GC44.2 within twelve (12) months from the date of the Final Certificate of Completion referred to in GC44.1.
- 32.2 The Departmental Representative may direct the Contractor to rectify and make good any defect or fault referred to in GC32.1 or covered by any other expressed or implied warranty or guarantee.
- 32.3 A direction referred to in GC32.2 shall be in writing, may include a stipulation in respect of the time within which a defect or fault is required to be rectified and made good by the Contractor, and shall be given to the Contractor in accordance with GC11.
- 32.4 The Contractor shall rectify and make good any defect or fault described in a direction given pursuant to GC32.2 within the time stipulated therein.

### **GC33 NON-COMPLIANCE BY CONTRACTOR**

- 33.1 If the Contractor fails to comply with any decision or direction given by the Departmental Representative pursuant to GC18, GC24, GC26, GC31 or GC32, the Departmental Representative may employ such methods as he deems advisable to do that which the Contractor failed to do.
- 33.2 The Contractor shall, on demand, pay Canada an amount that is equal to the aggregate of all costs, expenses and damage incurred or sustained by Canada by reason of the Contractor's failure to comply with any decision or direction referred to in GC33.1, including the cost of any methods employed by the Departmental Representative pursuant to GC33.1.

### **GC34 PROTESTING DEPARTMENTAL REPRESENTATIVE'S DECISIONS**

- 34.1 The Contractor may, within ten (10) days after the communication to him of any decision or direction referred to in GC30.3 or GC33.1, protest that decision or direction.
- 34.2 A protest referred to in GC34.1 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to Canada by delivery to the Departmental Representative.
- 34.3 If the Contractor gives a protest pursuant to GC34.2, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action he considers appropriate in the circumstances.
- 34.4 The giving of a protest by the Contractor pursuant to GC34.2 shall not relieve him from complying with the decision or direction that is the subject of the protest.
- 34.5 Subject to GC34.6, the Contractor shall take any action referred to in GC34.3 within three (3) months after the date that a Final Certificate of Completion is issued under GC44.1, and not afterwards.
- 34.6 The Contractor shall take any action referred to in GC34.3 resulting from a direction under GC32 within three (3) months after the expiry of a warranty or guarantee period and not afterwards.
- 34.7 Subject to GC34.8, if Canada determines that the Contractor's protest is justified, Canada shall pay the Contractor the cost of the additional labour, plant and material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 34.8 Costs referred to in GC34.7 shall be calculated in accordance with GC48 to GC50.

### **GC35 CHANGES IN SOIL CONDITIONS AND NEGLECT OR DELAY BY CANADA**

- 35.1 Subject to GC35.2 no payment, other than a payment that is expressly stipulated in the contract, shall be made by Canada to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.
- 35.2 If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to:



- 35.2.1** a substantial difference between the information relating to soil conditions at the work site that is contained in the Plans and Specifications or other documents supplied to the Contractor for his use in preparing his tender or a reasonable assumption of fact based thereon made by the Contractor, and the actual soil conditions encountered by the Contractor at the work site during the performance of the Contract; or
- 35.2.2** Any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either Canada to do or that would ordinarily be done by an owner in accordance with the usage of the trade, he shall, within ten (10) days of the date the actual soil conditions described in GC35.2.1 were encountered or the neglect or delay described in GC35.2.2 occurred, give the Departmental Representative written notice of his intention to claim for that extra expense or that loss or damage.
- 35.3** When the Contractor has given a notice referred to in GC35.2, he shall give the Departmental Representative a written claim for extra expense or loss or damage within thirty (30) days of the date that a Final Certificate of Completion referred to in GC44.1 is issued and not afterwards.
- 35.4** A written claim referred to in GC35.3 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable the Departmental Representative to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as the Departmental Representative requires from time to time.
- 35.5** If the Departmental Representative determines that a claim referred to in GC35.3 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC47 to GC50.
- 35.6** If, in the opinion of the Departmental Representative, an occurrence described in GC35.2.1 results in a savings of expenditure by the Contractor in performing the Contract, the amount set out in the Articles of Agreement shall, subject to GC35.7, be reduced by an amount that is equal to the saving.
- 35.7** The amount of the saving referred to in GC35.6 shall be determined in accordance with GC47 to GC49.
- 35.8** If the Contractor fails to give a notice referred to in GC35.2 and a claim referred to in GC35.3 within the times stipulated, an extra payment shall not be made to him in respect of the occurrence.

### **GC36 EXTENSION OF TIME**

- 36.1** Subject to GC36.2, the Departmental Representative may, on the application of the Contractor made before the day fixed by the Articles of Agreement for completion of the Work or before any other date previously fixed under this General Condition, extend the time for its completion by fixing a new date if, in the opinion of the Departmental Representative, causes beyond the control of the Contractor have delayed its completion.
- 36.2** An application referred to in GC36.1 shall be accompanied by the written consent of the bonding company whose bond forms part of the contract security.

### **GC37 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION**

- 37.1** For the purposes of this General Condition:
- 37.1.1** The Work shall be deemed to be completed on the date that an Interim Certificate of Completion referred to in GC44.2 is issued; and
- 37.1.2** "Period of delay" means the number of days commencing on the day fixed by the Contract for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC36.1, and any other day on which, in the opinion of the Departmental Representative, completion of the Work was delayed for reasons beyond the control of the Contractor.
- 37.2** If the Contractor does not complete the Work by the day fixed for its completion by the Articles of Agreement but completes it thereafter, the Contractor shall pay Canada an amount equal to the aggregate of:
- 37.2.1** All salaries, wages and travelling expenses incurred by Canada in respect of persons overseeing the



- performance of the Work during the period of delay;
  - 37.2.2 The cost incurred by Canada as a result of the inability to use the completed Work for the period of delay; and
  - 37.2.3 All other expenses and damages incurred or sustained by Canada during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 37.3 The Minister may waive the right of Canada to the whole or any part of the amount payable by the Contractor pursuant to GC37.2 if, in the opinion of the Minister, it is in the public interest to do so.
- 37.3.1 Canada may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

### **GC38 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS**

- 38.1 The Minister may, at his sole discretion, by giving a notice in writing to the Contractor in accordance with GC11, take all or any part of the Work out of the Contractor's hands, and may employ such means as he sees fit to have the Work completed if the Contractor:
- 38.1.1 Has not, within six (6) days of the Minister or the Departmental Representative giving notice to the Contractor in writing in accordance with GC11, remedied any delay in the commencement or any default in the diligent performance of the Work to the satisfaction of the Departmental Representative;
  - 38.1.2 Has defaulted in the completion of any part of the Work within the time fixed for its completion by the Contract;
  - 38.1.3 Has become insolvent;
  - 38.1.4 Has committed an act of bankruptcy;
  - 38.1.5 Has abandoned the Work;
  - 38.1.6 Has made an assignment of the contract without the consent required by GC3; or
  - 38.1.7 Has otherwise failed to observe or perform any of the provisions of the Contract.
- 38.2 If the whole or any part of the Work is taken out of the Contractor's hands pursuant to GC38.1:
- 38.2.1 the Contractor's right to any further payment that is due or accruing under the Contract is, subject only to GC38.4, extinguished; and
  - 38.2.2 The Contractor is liable to pay Canada, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by Canada in respect of the Contractor's failure to complete the Work.
- 38.3 If the whole or any part of the Work that is taken out of the Contractor's hands pursuant to GC38.1 is completed by Canada, the Departmental Representative shall determine the amount, if any, of the holdback or a progress claim that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating Canada for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 38.4 Canada shall pay the Contractor the amount determined not to be required pursuant to GC38.3.

### **GC39 EFFECT OF TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS**

- 39.1 The taking of the Work or any part thereof out of the Contractor's hands pursuant to GC38 does not operate so as to relieve or discharge him from any obligation under the Contract or imposed upon him by law except the obligation to complete the performance of that part of the Work that was taken out of his hands.
- 39.2 If the Work or any part thereof is taken out of the Contractor's hands pursuant to GC38, all plant and material and the interest of the Contractor in all real property, licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall continue to be the property of Canada without compensation to the Contractor.
- 39.3 When the Departmental Representative certifies that any plant, material, or any interest of the Contractor referred to in GC39.2 is no longer required for the purposes of the Work, or that it is not



in the interests of Canada to retain that plant, material, or interest, it shall revert to the Contractor.

**GC40 SUSPENSION OF WORK BY MINISTER**

- 40.1 The Minister may, when in his opinion it is in the public interest to do so, require the Contractor to suspend performance of the Work either for a specified or an unspecified period by giving a notice of suspension in writing to the Contractor in accordance with GC11.
- 40.2 When a notice referred to in GC40.1 is received by the Contractor in accordance with GC11, he shall suspend all operations in respect of the Work except those that, in the opinion of the Departmental Representative, are necessary for the care and preservation of the Work, plant and material.
- 40.3 The Contractor shall not, during a period of suspension, remove any part of the Work, plant or material from its site without the written consent of the Departmental Representative.
- 40.4 If a period of suspension is thirty (30) days or less, the Contractor shall, upon the expiration of that period, resume the performance of the Work and he is entitled to be paid the extra cost, calculated in accordance with GC48 to GC50, of any labour, plant and material necessarily incurred by him as a result of the suspension.
- 40.5 If, upon the expiration of a period of suspension of more than thirty (30) days, the Minister and the Contractor agree that the performance of the Work will be continued by the Contractor, the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by the Minister and the Contractor.
- 40.6 If, upon the expiration of a period of suspension of more than thirty (30) days, the Minister and the Contractor do not agree that performance of the Work will be continued by the Contractor or upon the terms and conditions under which the Contractor will continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC41.

**GC41 TERMINATION OF CONTRACT**

- 41.1 The Minister may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC11.
- 41.2 When a notice referred to in GC41.1 is received by the Contractor in accordance with GC11, he shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of the Contract.
- 41.3 If the Contract is terminated pursuant to GC41.1, Canada shall pay the Contractor, subject to GC41.4 an amount equal to:
- 41.3.1 the cost to the Contractor of all labour, plant and material supplied by him under the Contract up to the date of termination in respect of a contract or part thereof for which a Unit Price Arrangement is stipulated in the Contract; or the lesser of:
  - 41.3.2 An amount, calculated in accordance with the Terms of Payment, that would have been payable to the Contractor had he completed the Work; and
  - 41.3.3 An amount that is determined to be due to the Contractor pursuant to GC49 in respect of a contract or part thereof for which a Fixed Price Arrangement is stipulated in the Contract less the aggregate of all amounts that were paid to the Contractor by Canada and all amounts that are due to Canada from the Contractor pursuant to the Contract.
- 41.4 If Canada and the Contractor are unable to agree about an amount referred to in GC41.3 that amount shall be determined by the method referred to in GC50.

**GC42 CLAIMS AGAINST AND OBLIGATIONS OF THE CONTRACTOR OR SUBCONTRACTOR**

- 42.1 Canada may, in order to discharge lawful obligations of and satisfy claims against the Contractor or a Subcontractor arising out of the performance of the Contract, pay any amount that is due and payable to the Contractor pursuant to the Contract directly to the obligees of and the claimants against the Contractor or the Subcontractor but such amount if any, as is paid by Canada shall not exceed that amount which the Contractor would have been obliged to pay to such claimant pursuant to legislation applicable under the governing law of the Contract. Any such claimant need not comply with the provisions of such legislation setting out the steps by way of notice, registration or otherwise as might





- have been necessary to preserve or perfect any claim for lien or privilege which claimant might have had, however Canada shall, prior to paying any such claims, provide the Contractor with ten (10) days prior written notice to the effect that She will be so doing.
- 42.2** Canada will not make any payment as described in GC42.1 unless and until that claimant shall have delivered to Canada:
- 42.2.1** A binding and enforceable Judgment or Order of a court of competent jurisdiction setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the legislation applicable under the governing law of this Contract ;
- 42.2.2** A final and enforceable award of an arbitrator setting forth such amount as would have been payable by the Contractor to the claimant pursuant to the provisions of the legislation applicable under the governing law of this Contract; or
- 42.2.3** The consent of the Contractor authorizing a payment.
- 42.3** For the purposes of determining the entitlement of a claimant pursuant to GC42.2.1 and GC42.2.2, the notice required by GC42.8 shall be deemed to replace the registration or provision of notice after the performance of Work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by any applicable legislation.
- 42.4** The Contractor shall, by the execution of this Contract, be deemed to have consented to submit to binding arbitration at the request of any claimant those questions that need be answered to establish the entitlement of the claimant to payment pursuant to the provisions of GC42.1 and such arbitration shall have as parties to it any Subcontractor to whom the claimant supplied material, performed Work or rented equipment should such Subcontractor wish to be adjoined and Canada shall not be a party to such arbitration and, subject to any agreement between the Contractor and the claimant to the contrary, the arbitration shall be conducted in accordance with the applicable legislation governing arbitration.
- 42.5** A payment made pursuant to GC42.1 is, to the extent of the payment, a discharge of Canada's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
- 42.6** The Contractor shall comply with all laws in force in the jurisdiction where the Work is being performed relating to payment period, mandatory holdbacks, and creation and enforcement of mechanics' liens, builder's liens, privileges or similar legislation.
- 42.7** The Contractor shall discharge all his lawful obligations and shall satisfy all lawful claims against him arising out of the performance of the Work at least as often as the Contract requires Canada to pay the Contractor.
- 42.8** The Contractor shall, whenever requested to do so by the Departmental Representative, make a statutory declaration deposing to the existence and condition of any obligations and claims referred to in GC42.6.
- 42.9** GC42.1 shall only apply to claims and obligations:
- 42.9.1** The notification of which has been received by the Departmental Representative in writing before payment is made to the Contractor pursuant to TP4.10 and within one hundred and twenty (120) days of the date on which the claimant;
- 42.9.1.1** Should have been paid in full under the claimant's contract with the Contractor or Subcontractor where the claim is for money that was lawfully required to be held back from the claimant; or
- 42.9.1.2** Performed the last of the services, Work or labour, or furnished the last of the material pursuant to the claimant's contract with the Contractor or Subcontractor where the claim is not for money referred to in GC42.9.1.1; and
- 42.9.2** The proceedings to determine the right to payment of which, pursuant to GC42.2, shall have commenced within one year from the date that the notice referred to in GC42.9.1 was received by the Departmental Representative, and the notification required by GC42.9. I shall set forth the amount claimed to be owing and the person who by contract is primarily liable.
- 42.10** Canada may, upon receipt of a notice of claim under GC42.9.1, withhold from any amount that is due



and payable to the Contractor pursuant to the Contract the full amount of the claim or any portion thereof.

- 42.11** The Departmental Representative shall notify the Contractor in writing of receipt of any claim referred to in GC42.9.1 and of the intention of Canada to withhold funds pursuant to GC42.10 and the Contractor may, at any time thereafter and until payment is made to the claimant, be entitled to post, with Canada, security in a form acceptable to Canada in an amount equal to the value of the claim, the notice of which is received by the Departmental Representative and upon receipt of such security Canada shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of GC42.10 in respect of the claim of any claimant for whom the security stands.

#### **GC43 SECURITY DEPOSIT - FORFEITURE OR RETURN**

- 43.1** If:
- 43.1.1** The Work is taken out of the Contractor's hands pursuant to GC38;
  - 43.1.2** The Contract is terminated pursuant to GC41; or
  - 43.1.3** The Contractor is in breach of or in default under the Contract;
- 43.2** Canada may convert the security deposit, if any, to Her own use.
- 43.3** If Canada converts the contract security pursuant to GC43.1, the amount realized shall be deemed to be an amount due from Canada to the Contractor under the Contract.
- 43.4** Any balance of an amount referred to in GC43.3 that remains after payment of all losses, damage and claims of Canada and others shall be paid by Canada to the Contractor if, in the opinion of the Departmental Representative, it is not required for the purposes of the Contract.

#### **GC44 DEPARTMENTAL REPRESENTATIVE'S CERTIFICATES**

- 44.1** On the date that:
- 44.1.1** the Work has been completed; and
  - 44.1.2** The Contractor has complied with the Contract and all orders and directions made pursuant thereto, both to the satisfaction of the Departmental Representative, the Departmental Representative shall issue a Final Certificate of Completion to the Contractor.
- 44.2** If the Departmental Representative is satisfied that the Work is substantially complete he shall, at any time before he issues a certificate referred to in GC44.1, issue an Interim Certificate of Completion to the Contractor, and for the purposes of GC44.2 the Work will be considered to be substantially complete:
- 44.2.1** When the Work under the Contract or a substantial part thereof is, in the opinion of the Departmental Representative, ready for use by Canada or is being used for the purposes intended; and
  - 44.2.2** when the Work remaining to be done under the Contract is, in the opinion of the Departmental Representative, capable of completion or correction at a cost of not more than:
    - 44.2.2.1** Three percent (3%) of the first \$500,000;
    - 44.2.2.2** Two percent (2%) of the next \$500,000, and
    - 44.2.2.3** One percent (1%) of the balance of the value of the Contract at the time this cost is calculated.
- 44.3** For the sole purpose of GC44.2.2, where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and the remainder of the Work or a part thereof cannot be completed by the time specified in C3, or as amended pursuant to GC36, for reasons beyond the control of the Contractor or where the Departmental Representative and the Contractor agree in writing not to complete a part of the Work within the specified time, the cost of that part of the Work which was either beyond the control of the Contractor to complete or the Departmental Representative and the Contractor have agreed in writing not to complete by the time specified shall be deducted from the value of the Contract referred to GC44.2.2 and the said cost shall not form part of the cost of the Work remaining to be done in determining substantial completion.
- 44.4** An Interim Certificate of Completion referred to in GC44.2 shall describe the parts of the Work not



completed to the satisfaction of the Departmental Representative and all things that must be done by the Contractor:

**44.4.1** before a Final Certificate of Completion referred to in GC44.1 will be issued; and

**44.4.2** Before the twelve (12) month period referred to in GC32.1.2. shall commence for the said parts and all the said things.

**44.5** The Departmental Representative may, in addition to the parts of the Work described in an Interim Certificate of Completion referred to in GC44.2, require the Contractor to rectify any other parts of the Work not completed to his satisfaction and to do any other things that are necessary for the satisfactory completion of the Work.

**44.6** If the Contract or a part thereof is subject to a Unit Price Arrangement, the Departmental Representative shall measure and record the quantities of labour, plant and material, performed, used and supplied by the Contractor in performing the Work and shall, at the request of the Contractor, inform him of those measurements.

**44.7** The Contractor shall assist and cooperate with the Departmental Representative in the performance of his duties referred to in GC44.6 and shall be entitled to inspect any record made by the Departmental Representative pursuant to GC44.6.

**44.8** After the Departmental Representative has issued a Final Certificate of Completion referred to in GC44.1, he shall, if GC44.6 applies, issue a Final Certificate of Measurement.

**44.9** A Final Certificate of Measurement referred to in GC44.8 shall:

**44.9.1** contain the aggregate of all measurements of quantities referred to in GC44.6; and

**44.9.2** Be binding upon and conclusive between Canada and the Contractor as to the quantities referred to therein.

#### **GC45 RETURN OF SECURITY DEPOSIT**

**45.1** After an Interim Certificate of Completion referred to in GC44.2 has been issued, Canada shall, if the Contractor is not in breach of or in default under the Contract, return to the Contractor all or any part of the security deposit that, in the opinion of the Departmental Representative, is not required for the purposes of the Contract.

**45.2** After a Final Certificate of Completion referred to in GC44.1 has been issued, Canada shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.

**45.3** If the security deposit was paid into the Consolidated Revenue Fund of Canada, Canada shall pay interest thereon to the Contractor at a rate established from time to time pursuant to section 21(2) of Canada's Financial Administration Act.

#### **GC46 CLARIFICATION OF TERMS IN GC47 TO GC50**

**46.1** For the purposes of GC47 to GC50:

**46.1.1** "Unit Price Table" means the table set out in the Contract; and

**46.1.2** "Plant" does not include tools customarily provided by a tradesman in practising his trade.

#### **GC47 ADDITIONS OR AMENDMENTS TO UNIT PRICE TABLE**

**47.1** Where a Unit Price Arrangement applies to the Contract or a part thereof the Departmental Representative and the Contractor may, by an agreement in writing:

**47.1.1** Add classes of labour, plant or material, and units of measurement, prices per unit and estimated quantities to the Unit Price Table if any labour, plant or material that is to be included in the Final Certificate of Measurement referred to in GC44.8 is not included in any class of labour, plant or material set out in the Unit Price Table; or

**47.1.2** subject to GC47.2 and GC47.3, amend a price per unit set out in the Unit Price Table for any class of labour, plant or material included therein if the Final Certificate of Measurement referred to in GC44.8 shows or is expected to show that the total quantity of that class of labour, plant or material actually, used or supplied by the Contractor in performing the Work is:

**47.1.2.1** Less than eighty-five percent (85%) of that estimated total quantity; or

**47.1.2.2** In excess of one hundred and fifteen percent (115%) of that estimated total



quantity.

- 47.2 In no event shall the total cost of an item set out in the Unit Price Table that has been amended pursuant to GC47.1.2.1. exceed the amount that would have been payable to the Contractor had the estimated total quantity actually been performed, used or supplied.
- 47.3 An amendment that is made necessary by GC47.1.2.2 shall apply only to the quantities that are in excess of one hundred and fifteen percent (115%).
- 47.4 If the Departmental Representative and the Contractor do not agree as contemplated in GC47. 1, the Departmental Representative shall determine the class and the unit of measurement of the labour, plant or material and, subject to GC47.2 and GC47.3, the price per unit therefor shall be determined in accordance with GC50.

#### **GC48 DETERMINATION OF COST - UNIT PRICE TABLE**

Whenever, for the purposes of the Contract it is necessary to determine the cost of labour, plant or material, it shall be determined by multiplying the quantity of that labour, plant or material expressed in the Unit Price Table by the price of that unit set out by agreement in a unit price table which will be included in the Contract prior to signing.

#### **GC49 DETERMINATION OF COST - NEGOTIATION**

- 49.1 If the method described in GC48 cannot be used because the labour, plant or material is of a kind or class that is not set out in the Unit Price Table, the cost of that labour, plant or material for the purposes of the Contract shall be the amount agreed upon from time to time by the Contractor and the Departmental Representative.
- 49.2 For the purposes of GC49.1, the Contractor shall submit to the Departmental Representative any necessary cost information requested by the Departmental Representative in respect of the labour, plant and material referred to in GC49.1.

#### **GC50 DETERMINATION OF COST - FAILING NEGOTIATION**

- 50.1 If the methods described in GC47, GC48 or GC49 fail for any reason to achieve a determination of the cost of labour, plant and material for the purposes referred to therein, that cost shall be equal to the aggregate of:
- 50.1.1 all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, plant and material that falls within one of the classes of expenditure described in GC50.2 that are directly attributable to the performance of the Contract;
  - 50.1.2 an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, and every other cost, charge and expenses, but not including those referred to in GC50.1.1 or GC50.1.3 or of a class referred to in GC50.2, in an amount that is equal to ten percent (10%) of the sum of the expenses referred to in GC50.1.1, and interest on the costs determined under GC50.1.1 and GC50.1.3, which interest shall be calculated in accordance with TP9.
  - 50.1.3 provided that the total cost of an item set out in the Unit Price Table that is subject to the provisions of GC47.1.2 does not exceed the amount that would have been payable to the Contractor had the estimated total quantity of the said item actually been performed, used or supplied.
- 50.2 For purposes of GC50.1.1. the classes of expenditure that may be taken into account in determining the cost of labour, plant and material are:
- 50.2.1 Payments to subcontractors;
  - 50.2.2 Wages, salaries and travelling expenses of employees of the Contractor while they are actually and properly engaged on the Work, other than wages, salaries, bonuses, living and travelling expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor unless they are engaged at the work site with the approval of the Departmental Representative;



- 50.2.3 Assessments payable under any statutory authority relating to workmen's compensation, employment insurance, pension plan or holidays with pay;
- 50.2.4 Rent that is paid for plant or an amount equivalent to the said rent if the plant is owned by the Contractor that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that plant has been approved by the Departmental Representative;
- 50.2.5 Payments for maintaining and operating plant necessary for and used in the performance of the Work, and payments for effecting such repairs thereto as, in the opinion of the Departmental Representative, are necessary to the proper performance of the Contract other than payments for any repairs to the plant arising out of defects existing before its allocation to the Work;
- 50.2.6 Payments for material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
- 50.2.7 Payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the plant and material necessary for and used in the performance of the Contract; and
- 50.3 Any other payments made by the Contractor with the written approval of the Departmental Representative that are necessary for the performance of the Contract.

#### **GC51 RECORDS TO BE KEPT BY CONTRACTOR**

- 51.1 The Contractor shall:
  - 51.1.1 Maintain full records of his estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto;
  - 51.1.2 Make all records and material referred to in GC51.1.1 available to audit and inspection by the Minister and the Deputy Receiver General for Canada or by persons acting on behalf of either or both of them, when requested;
  - 51.1.3 Allow any of the persons referred to in GC51.1.2 to make copies of and to take extracts from any of the records and material referred to in GC51.1.1; and
  - 51.1.4 Furnish any person referred to in GC51.1.2 with any information he may require from time to time in connection with such records and material.
- 51.2 The records maintained by the Contractor pursuant to GC51.1.1 shall be kept intact by the Contractor until the expiration of two (2) years after the date that a Final Certificate of Completion referred to in GC44.1 was issued or until the expiration of such other period of time as the Minister may direct.
- 51.3 The Contractor shall cause all subcontractors and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with GC51.1 and GC51.2 as if they were the Contractor.

#### **GC52 CONFLICT OF INTEREST**

It is a term of this Contract that no former public office holder who is not in compliance with the Government of Canada's Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

#### **GC53 CONTRACTOR STATUS**

- 53.1 The Contractor shall be engaged under the contract as an independent Contractor.
- 53.2 The Contractor or any employee of the said Contractor is not engaged by the Contract as an employee, servant or agent of Canada.
- 53.3 For the purposes of GC53.1 and GC53.2 the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for pension plans, employment insurance, workers' compensation or income tax.

#### **GC54 GOVERNING LAWS**

The Contract shall be governed by the laws in force in the jurisdiction defined in section C14 of the Articles of Agreement.



#### **GC55 SOVEREIGN IMMUNITY**

Notwithstanding any provision in this Contract, Canada the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.

#### **GC56 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST**

**56.1** For the purposes of this clause:

**56.1.1** Human remains means the whole or any part of a deceased human being, irrespective of the time that has elapsed since death;

**56.1.2** Archaeological remains are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not are limited to, stone, wood, or iron structures; monuments, bump deposits, bone artifacts, weapons, tools, coins, or pottery; and

**56.1.3** Items of historical or scientific interest are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.

**56.2** If, during the course of the Work, the Contractor encounters any object, item or thing which is described in clause GC56.1, or which resembles any object, item or thing described in clause GC56.1, the Contractor shall:

**56.2.1** take all reasonable steps, including immediately stopping the Work in the affected area, to protect and preserve the object, item or thing;

**56.2.2** immediately notify the Departmental Representative of the circumstances in writing; and

**56.2.3** Take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.

**56.3** Upon receipt of a notification in accordance with GC56.2.2, the Departmental Representative shall, in a timely manner, determine whether the object, item, or things is one described in, or contemplated by, clause GC56.1, and shall notify the Contractor in writing of any action to be performed, or Work to be carried out, by the Contractor as a result of the Departmental Representative's determination.

**56.4** The Departmental Representative may, at any time, enlist the services of experts, particularly an archaeologist or historian as appropriate, to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and monitoring in case of further discoveries, and the Contractor shall, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligations.

**56.5** Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall remain the property of Canada.

**56.6** Accept as may be otherwise provided for in the contract, the provisions of GC30 shall apply.

#### **GC57 CONTAMINATED SITE CONDITIONS**

**57.1** For the purposes of this clause, a contaminated site condition exists when toxic, radioactive or other hazardous substances or materials, or other pollutants, are found to be present at the site of the Work to the extent that they constitute a hazard, or potential hazard, to the environment, property, or the health or safety of any person.

**57.2** If the Contractor encounters a contaminated site condition, or has reasonable grounds to believe that a contaminated site condition exists at the site of the Work, the Contractor shall:

**57.2.1** take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness of death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;

**57.2.2** immediately notify the Departmental Representative of the circumstances in writing; and

**57.2.3** Take all reasonable steps to minimize additional costs which may accrue as a result of any work stoppage.

**57.3** Upon receipt of a notification in accordance with GC57.2.2, the Departmental Representative shall, in a timely manner, determine whether a contaminated site condition as described in, or contemplated



- by, clause GC57.1, exists, and shall notify the Contractor in writing of any action to be taken, or Work to be performed, by the Contractor as a result of the Departmental Representatives determination.
- 57.4 If the Contractor's services are required by the Departmental Representative, the Contractor shall follow the direction of the Departmental Representative with regard to any excavation, treatment and disposal of the contaminated substances or materials.
- 57.5 The Departmental Representative may at any time, and at the Departmental Representative's sole discretion, enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of the contaminated site condition, and the Contractor shall, to the satisfaction of the Departmental Representative, allow them access and cooperate with them in the carrying out of their duties and obligations.
- 57.6 Accept as may be otherwise provided for in the Contract, the provisions of GC30 shall apply.

#### **GC58 CERTIFICATION - CONTINGENCY FEES**

- 58.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay or agree to 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.
- 58.2 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 provisions of the Contract.
- 58.3 If the Contractor certifies falsely under GC58.1 or is in default of the obligations contained therein, Canada may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract to recover from the Contractor by way of reduction to the Contract amount or otherwise the full amount of the contingency fee.
- 58.4 For the purposes of GC58:
- 58.4.1 "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 negotiation the whole or any part of its terms;
- 58.4.2 "Employee" means a person with whom the Contractor has an employer/employee relationship; and
- 58.4.3 "Person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any 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.

#### **GC59 DISPUTE SETTLEMENT**

##### **59.1 Mutual Discussions**

The Contractor and Canada, which for the purpose of this GC 59.1 shall jointly be referred to as the "Parties" and severally as the "Party," agree that if any dispute arises out of or in connection with this Contract, including without limitation any question regarding its existence, validity, termination of rights or obligation of any party, the Parties shall attempt, for a period of thirty (30) days after receipt by one Party of a notice from the other Party of indicating:

59.1.1 the existence of the dispute

59.1.2 its basic substance; and

59.1.3 The other Party's decision to refer the dispute to arbitration in accordance with GC59 of the Contract, the Parties shall attempt to settle the dispute by mutual discussions between them.

##### **59.2 Referral to Arbitration**

Any such dispute that cannot be settled amicably by mutual discussion within the thirty (30) day period referred to above, shall be settled by arbitration under the arbitration of the Province of Ontario (the "Rules"). The venue of the arbitration shall be conducted in the province of Ontario, Canada. Any notice of arbitration, response or other communication given to or by a party to the arbitration shall



be given and deemed received as provided in the Rules. The costs of the arbitration shall be determined and paid by the parties to the arbitration as provided in the Rules.

**59.3 Appointments of Arbitrators**

Each of the Parties has the right to appoint one (1) arbitrator. The two (2) arbitrators will in turn appoint the third arbitrator. Should either Party fail to appoint its respective arbitrator within thirty (30) days from the date requested by the other Party, or should the two (2) arbitrators so appointed fail to appoint the third arbitrator within thirty (30) days from the date of appointment of the second arbitrator then such arbitrator(s) shall be appointed by the chairman of the Attribution of the Association of Chartered Engineers in the Province of Ontario, Canada.

**59.4 No Legal Proceedings**

Each Party agrees that it will not institute any legal proceedings arising out of or in connection with this Contract, except only as provided in this GC34 and each party agrees that it will apply to the court having jurisdiction to homologate for legal enforcement the decision rendered by the arbitral tribunal. In the event any legal proceedings are instituted in any court to enforce any arbitration award, the person or persons against whom enforcement of that arbitration award is sought shall pay all costs, including without limitation the costs of legal counsel and translation fees, of the person or persons seeking to enforce the arbitration award.

**59.5 Award Binding**

The arbitration must be held within six (6) months of the date of appointment of the arbitrator and the arbitrator is authorized to assess costs against a party who has caused delay or who has failed to comply with any rules of the arbitration. The decision of the arbitrator shall be final, binding and incontestable and may be used as a basis for judgement thereon in the Province of Ontario, Canada, or elsewhere.

**59.6 Waivers**

The Parties expressly agree to waive Article 48.1 of Law No. 30 Year 1999 on Arbitration and Alternative Dispute Resolution, so that the mandate of the arbitrators duly constituted in accordance with the terms of this Contract shall remain in effect until a final arbitration award has been issued by the arbitrators.

**59.7 Enforcement of Awards**

For the purpose of enforcing any arbitration award, the Parties choose the general, permanent and not-exclusive domicile of the Office of the Registrar of the Province of Ontario, Canada, without prejudice to the Parties' rights to enforce any arbitration award in any court having jurisdiction over the other Party or its assets.

**GC60 FORCE MAJEURE**

**60.1 Relief from Performance**

Neither Canada nor the Contractor shall be liable to the other for any delay in or failure to render, any act or thing to be performed pursuant to this Contract, to the extent that such delay or failure is caused by an event of force majeure. The effected party must use its best endeavours to eliminate the effects of the force majeure as soon as possible and resume performance hereunder.

**60.2 No termination**

This Contract must not be terminated by temporary force majeure and the rights and obligations of the Contractor and Canada must be restored in full after any period of force majeure has ended.

**60.3 Payment of Moneys**

**60.3.1** If as a consequence of money that is required to be paid by one Party pursuant to the terms and conditions of this Contract cannot be so paid in the manner directed by this Contract due to an event of force majeure, then the Party required to pay must notify the Party entitled to receive the money of the former's inability to pay and the reasons for it.

**60.3.2** The Party entitled to receive the money will designate to the Party required to pay an alternative place for payment and the latter will remit the funds to that place for the Party entitled to receive the funds.

**60.4 Force Majeure Events**





Force majeure events shall include, without limitation, any act of God, civil commotion or delays caused by governmental restriction affecting all or any portion of the Work which prevents or materially restricts either party from performing its obligations hereunder for which such party is responsible

**GC61 HEALTH AND SAFETY**

- 61.1** 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.
- 61.2** 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.



## Annex “A” - STATEMENT OF WORK

The Contractor shall perform and complete the work described herein.

### 1. Background

- 1.1. The Embassy of Canada to México has a duty of care to provide safe, secure, healthy, comfortable and suitable accommodations that will ensure quality living environments abroad for Canadians.
- 1.2. The purpose of this Statement of work is to establish minimum HVAC inspection and maintenance requirements that preserve a system’s ability to achieve acceptable thermal comfort, energy efficiency and indoor air quality.
- 1.3. The resulting contract of this RFP is to be performed by professionally trained personnel ONLY. Under no circumstances should and unqualified person action it.

### 2. Objective of Work

- 2.1. To provide preventive and corrective maintenance service of the HVAC equipment, VAV’s and Air Extractors located in the Chancery and Annex buildings.

### 3. Location

- Schiller 529, Polanco, C.P 11550, CDMX
- Cervantes Saavedra 193, Granada C.P. 11520 CDMX
- Staff Quarters Located at Polanco Area

### 4. Compliance with Current Standards and Codes

- 4.1. During this contract, specific codes, standards, and references may be revised, added or deleted. The Contracting Authority reserves the rights to adopt new codes and standards as the referenced codes and standards become effective.
- 4.2. All equipment, materials and labour utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:
  - ANSI/ASHRE/ACCA Standard 180-2018 Standard Practice for inspection and maintenance of commercial building HVAC Systems.
  - Canadian Standards Association (CSA)
  - Applicable Normas Oficiales Mexicanas
    - a) NOM-023-ENER-2018, eficiencia Energetica en acondicionadores de aire tipo dividido, descarga libre y sin conductos de aire.
    - b) NOM-026-ENER-2015, Eficiencia Energetice en acondicionadores de Aire

### 5. Deliverables

- 5.1. The contractor must provide a matrix of cost for each concept pointing specific expenditures incorporated in their proposal. The matrix must include:
  - 5.1.1. Bill of materials
  - 5.1.2. Labor
  - 5.1.3. Equipment/tools
  - 5.1.4. Indirect cost
  - 5.1.5. Overhead
  - 5.1.6. Detailed breakdown of tender by equipment type with related cost.

## 6. Warnings and Cautions

- 6.1. The encompass equipment contains refrigerant under pressure and operates at high voltage. Improperly adjusted or altered equipment by unqualified person poses safety hazards, including FIRE, ELECTROCUTION or EXPLOSION, which could result in death or serious injury.
- 6.2. During the entire maintenance, contract/work is required to follow the trade accepted good practices applicable to Air Handler Units, wall mounted AC units and duct less systems. This statement of Work does not cover all operations required by system, is not a prescriptive document, and not does provides for every possible contingency to be meet in connection with the maintenance of the HVAC system in our premises

## 7. Development of Site-Specific Plan

- 7.1. Within 5 business days of contract award, the Contractor must visit site to review systems, equipment and work areas related to each Required Service.
- 7.2. The site-specific work plan is to identify each test, inspection and maintenance item to be performed, applicable standards, and templates of blank checklists/worksheets.
- 7.3. Develop a work plan indicating as a confirmation what work is required to be performed and schedule the activities to identify, which are on each stage. Submit to the Technical Authority within two weeks of award for review and approval.

## 8. List of equipment to be included and frequencies

### Monthly Maintenance:

<b>MECHANICAL EQUIPMENT CHANCERY BUILDING</b>				
LOCATION	TYPE	CAP TONS	BRAND	MODEL
Gym	Wall Mounted AC unit	12000	LG	C122H3
Gym	Wall Mounted AC unit	12000	LG	C122H3
Training Room	Wall Mounted AC unit	12000	York	YJDA12FS-ADA
Drivers Room	Wall Mounted AC unit	18000	York	YJDA18ES-ADA
Drivers Room	Blower	3 HP	Trane	BCHC018FIA0A160252
Material Room	Blower	3 HP	Trane	58V380AB
Garden	Wall Mounted AC unit	60000	Trane	4TTB3060D100DBA
Guard Hunt	Wall Mounted AC unit	24000	York	2TTB0024AB00BA
Men Restroom 2nd floor	Wall Mounted AC unit	36000	ATL	NRA336AKB200
Roof	Wall Mounted AC unit	36000	CARRIE R	R2AM36AK300
Roof	Wall Mounted AC unit	36000	CARRIE R	R2AM36AK300
Mechanical Room	Blower	3hp	Trane	BCHCC04FA0A1GO2H2
Laundry Area	Blower	3hp	Trane	BCHC036FIAOAM02F201
Basement Rest Rooms	Extractor fan	1 HP	N/D	
Basement Mechanical room	Air Handler		Trane	Climate Changer Model
Staff Lunch Room	Extractor fan	1/2 HP	EMG	



MECHANICAL EQUIPMENT ANNEX BUILDING			
DESCRIPTION	BRAND	CAPACITY	QUANTITY
Air-Handler Unit Mod. LPCA10	Trane	5.0 H.P	1
Air-Handler Unit Mod. BCHC090	Trane	3.0 H.P.	1
Air-Handler Unit Mod. LPCA08	Trane	5.0 H.P.	1
Air-Handler Unit Mod. LPCAA21	Trane	15.0 H.P.	1
Air-Handler Unit Mod. XT166X114	York	30.0 H.P.	2
Fain & Coil Mod. MCD 524D	Trane	1/4 h.p.	3
Fain & Coil Mod. 4MCW	Trane	1.5 TON	1
MINI SPLIT PKFY-P50VHM	Mitsubishi	1.5 TON	3
Rooftop Outdoor Condenser Unit	Trane	2 TON	2
Indoor Evaporator Unit	Trane	2 TON	2
Rooftop Outdoor Condenser Unit	Trane	1.5 TON	1
Indoor Evaporator Unit	Trane	1.5 TON	1
Outdoor Condenser Unit	Mitsubishi	5 TON	1
Indoor Evaporator Unit	Mitsubishi	1.5 TON	3
Electric Air heaters CDME 488	Calelec Heating	8.2 kw	1

Electric Air heaters CDME 4810	Calelec Heating	10.5 KW	1
Electric Air heaters CDME 4807	Calelec Heating	7.0 KW	1
Electric Air heaters CDME 4824	Calelec Heating	23.8 KW	1
Electric Air heaters CDME 4817	Calelec Heating	15.2 KW	1
Electric Air heaters CDME 4815	Calelec Heating	17.4 KW	1
Electric Air heaters CDME 4826	Calelec Heating	26 KW	1
Electric Air heaters CDME 4832	Calelec Heating	32 KW	1
Electric Steam Humidifier mod. NHTC-010	Nortec	3.8 KW	3
Electric Steam Humidifier mod. NHTC-020	Nortec	7.6 KW	1
Electric Steam Humidifier mod. NHTC-030	Nortec	11.4 kw	4
Injection Fan	Greenheck	1/4 H.P.	8
Exhaust Fan	Greenheck	1/2 H.P.	2
Injection Fan	Greenheck	1 1/2 H.P.	2
Exhaust Fan	Greenheck	1 1/2 H.P.	2
Exhaust Fan	Greenheck	1/3 H.P.	1

**Biannual Maintenance :**

Type	Cap Tons	Quantity
AC Mini split Wall mounted unit cold/hot	1.0	10
AC Mini split Wall mounted unit cold/hot	1.5	10
AC Mini split Wall mounted unit cold/hot	2.0	5



**Quarterly Maintenance:**

CONTROL EQUIPMENT (HARDWARE & SOFTWARE)		
DESCRIPTION	BRAND	QUANTITY
Software Mach 1	Reliable Control	1
Centralized Controller AG-150 A	Mitsubishi Electric	1
Smart Sensor LCD/ SSL-ND	Reliable Control	
Variable Speed Control Drive J1000 0.2 TO 5.5 kw	Yaskawa	2
Variable Speed Control Drive V1000 0.2 to 18.5 kw	Yaskawa	1
Duct Smoke Detector SL-2000	Air Products and Controls Inc.	3

**9. Contractor’s Responsibilities**

9.1. Control equipment:

- 9.1.1. Review all the inputs, outputs, communication, alarms log and schedules in the main p.c.
- 9.1.2. Check the sequence of operation in each device.
- 9.1.3. Review in the P.C. and the field of the function of dampers and VAV’S.
- 9.1.4. In the case of smoke detectors wash the cases, detection pipe & motherboard with a dielectric fluid; clean the optical unit with pressure air and water.
- 9.1.5. For the Smart Sensors clean with pressure air and check the reliability in the lectures. Running random test in at least 15% of those.
- 9.1.6. In the case of the Variable speed devices, clean and wash the panels & mother boards with dielectric fluid; lubricate bearings in each fan, check and tighten the electrical connections

9.2. Air Handling Units:

- 9.2.1. General Clean of the unit. (Inside and outside).
- 9.2.2. Tighten & check the electrical connections in the equipment and the electrical panel.
- 9.2.3. Check and adjustment the alignment of the shaft and the output pulley and tighten the shaft bearing.
- 9.2.4. Lubricate the bearing in the motor
- 9.2.5. Adjustment and tighten the bands.
- 9.2.6. Check and adjust the vibration in all the mechanical components.
- 9.2.7. Cleaning and washing of cooling pipes and fins with degreaser biodegradable avoiding clocks in the fins.
- 9.2.8. Wash and check the drainage of the equipment.
- 9.2.9. Digital measures of the inlet voltage.
- 9.2.10. Digital measuring of the motor amperage.
- 9.2.11. Operative test of the hydraulic valves.
- 9.2.12. Wash the Air filters.
- 9.2.13. Digital measures of the inlet/outlet water temperature.

9.3. Electrical Air Heaters:

- 9.3.1. Tighten & check the electrical connections.
- 9.3.2. Inside and outside clean of the panels with biodegradable cleaner.
- 9.3.3. Clean of electrical resistances.
- 9.3.4. Check the temperature at the air inlet and air outlet of the equipment and electrical measurements and note voltage and current.
- 9.3.5. Check internal and external wiring.
- 9.3.6. Digital measuring of the electrical resistances (ohms)
- 9.3.7. Review the operation of the main breaker of the equipment.



9.4. Electric Steam Humidifier:

- 9.4.1. Tighten & check the electrical connections.
- 9.4.2. Inside and outside clean of the panels with biodegradable cleaner.
- 9.4.3. Wash the drainage in the condensate system with biodegradable cleaner.
- 9.4.4. Check the humidity at the air inlet and air outlet of the equipment and electrical measurements and note voltage and current.
- 9.4.5. Review the operation of the main breaker of the equipment.

9.5. Condenser Units:

- 9.5.1. General Wash Clean of the unit. Include the washing of cooling pipes and fins with degreaser biodegradable avoiding clocks in the fins.
- 9.5.2. Tighten & check the electrical connections in the equipment and the electrical panel.
- 9.5.3. Check and adjustment the alignment of the shaft and the fan.
- 9.5.4. Lubricate the bearing in the motor of the fan.
- 9.5.5. Check and adjust the vibration in all the mechanical components.
- 9.5.6. Review of the compressor in a full cycle of operation.
- 9.5.7. Wash and check the drainage of the equipment.
- 9.5.8. Digital measures of the inlet voltage.
- 9.5.9. Digital measuring of the motor & compressor amperage.
- 9.5.10. Check the service valves.
- 9.5.11. Check and supply in the case the cooling refrigerant according the manufactures directions, include the measure of the pressure in the inlet suction and outlet discharge.
- 9.5.12. Digital measures of the inlet/outlet refrigerant gas temperature.

9.6. Evaporator Units:

- 9.6.1. General Wash Clean of the unit. Include the washing of cooling pipes with degreaser biodegradable.
- 9.6.2. Tighten & check the electrical connections in the equipment and the electrical panel.
- 9.6.3. Check and adjustment the alignment of the shaft and the fan.
- 9.6.4. Lubricate the bearing in the motor of the fan.
- 9.6.5. Check and adjust the vibration in all the mechanical components.
- 9.6.6. Wash and check the drainage of the equipment.

9.7. Fan & Coils:

- 9.7.1. General Wash Clean of the unit. Include the washing of cooling pipes with degreaser biodegradable.
- 9.7.2. Tighten & check the electrical connections in the equipment and the electrical panel.
- 9.7.3. Check and adjustment the alignment of the shaft and the fan.
- 9.7.4. Lubricate the bearing in the motor of the fan.
- 9.7.5. Check and adjust the vibration in all the mechanical components.
- 9.7.6. Wash and check the drainage of the equipment.
- 9.7.7. Digital measures of the inlet voltage.
- 9.7.8. Digital measuring of the motor amperage.
- 9.7.9. Digital measures of the inlet/outlet refrigerant gas temperature.

9.8. Mini Splits:

- 9.8.1. General Wash Clean of the unit. Include the washing of cooling pipes with degreaser biodegradable.
- 9.8.2. Tighten & check the electrical connections in the equipment and the electrical panel.
- 9.8.3. Check and adjustment the alignment of the shaft and the fan.
- 9.8.4. Lubricate the bearing in the motor of the fan.
- 9.8.5. Check and adjust the vibration in all the mechanical components.
- 9.8.6. Wash and check the drainage of the equipment.
- 9.8.7. Digital measures of the inlet voltage.



- 9.8.8. Digital measuring of the motor & compressor amperage.
  - 9.8.9. Digital measures of the inlet/outlet refrigerant gas temperature
  - 9.8.10. Review of the compressor in a full cycle of operation.
  - 9.8.11. Check the service valves.
  - 9.8.12. Check and supply in the case the cooling refrigerant according the manufactures directions, include the measure of the pressure in the inlet suction and outlet discharge.
  - 9.8.13. Digital measures of the inlet/outlet refrigerant gas temperature.
- 9.9. Injection and exhaust Fans:
- 9.9.1. General Clean of the unit. (Inside and outside).
  - 9.9.2. Tighten & check the electrical connections in the equipment and the electrical panel.
  - 9.9.3. Check and adjustment the alignment of the shaft and the output pulley and tighten the shaft bearing.
  - 9.9.4. Lubricate the bearing in the motor
  - 9.9.5. Adjustment and tighten the bands.
  - 9.9.6. Check and adjust the vibration in all the mechanical components.
  - 9.9.7. Digital measures of the inlet voltage.
  - 9.9.8. Digital measuring of the motor amperage.
  - 9.9.9. Wash the Air filters in the injection fans.
- 9.10. General work
- 9.10.1. Test equipment in normal operation and verify the correct functioning of the system.
  - 9.10.2. Complete maintenance report, indicating material required for the service. If spare parts are required for future works, they shall appear in the maintenance report.
- 9.11. Other responsibilities
- 9.11.1. Provide personal security equipment to all staff.
  - 9.11.2. Secure the working area.
  - 9.11.3. Comply with the Embassy's Health and Safety standards.
  - 9.11.4. Workers to show an ID to have access to work areas.
  - 9.11.5. The contractor shall provide all the tools and equipment needed to do the work.
  - 9.11.6. For corrective maintenance labour is included and spare parts will be quote separately.
  - 9.11.7. Works shall be done the second Wednesday, Thursday and Friday of each month.
  - 9.11.8. The contractor must be able to respond to emergency calls and dispatch at least
  - 9.11.9. One technician to the Embassy, in a maximum of 3 hours. This service must be able 365 days at year, 24 hours/ day and labour cost should be included.
  - 9.11.10. The contractor is the sole responsible for the safety of his employees, and any accident or damage that may occur during any technical visit.
  - 9.11.11. The contractor shall comply with all applicable Mexican laws, including labour and Social Security (IMSS).

## **10. GAC support, documentation to be provided**

The Embassy will provide a supervisor to the Contractor at all times.



**ANNEX “B” – THE CONTRACTOR’S PROPOSAL**

*To be inserted at contract award.*





ANNEX "C" – THE SECURITY REQUIREMENTS CHECK LIST



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

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada	2. Branch or Directorate / Direction générale ou Direction MXICO PROPERTY	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The Contractor must provide preventive and corrective maintenance service of the HVAC equipment, VAV's and Air Extractors located in the Chancery and Annex Building.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat
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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

If Yes, will unscreened personnel be escorted?

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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**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 CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC Très SECRET	Protected / Protégé			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / Très SECRET	
							NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL	A		B	C					
Information / Assets / Renseignements / Biens / Production																	
IT Media / Support TI / IT Link / Lien électronique																	

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



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

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

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Robyn Simard		Title - Titre DMCO Property	Signature <b>Simard, Robyn</b> <small>Digitally signed by Simard, Robyn Date: 2021.08.13 15:13:16 -05'00'</small>
Telephone No. - N° de téléphone 379-3312	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Robyn.Simard@international.gc.ca	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Catherine Genois		Title - Titre Gestionnaire adjointe du programme de	Signature <b>Genois, Catherine</b> <small>Digitally signed by Genois, Catherine Date: 2021.08.13 15:51:49 -05'00'</small>
Telephone No. - N° de téléphone 379-3307	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Catherine.Genois@international.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) <input type="text" value="Rohit"/>		Title - Titre <input type="text" value="Procurement"/>	Signature <b>MALIK, ROHIT</b> <small>Digitally signed by MALIK, ROHIT Date: 2022.03.21 13:09:37 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
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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