Title

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CANADA'S REPRESENTATIVE

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Request for Proposal (RFP)

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

Facility Management Services for the Embassy of			
Canada to Saudi Arabia, in Riyadh			
Solicitation no.	Date		
21-184605	July 31, 2023		
Proposal Delivery			
In order for the proposal to be received no later than 14:00 E time) on August 28, 2023. Th herein as the "Closing date". Only electronic copies will be	EDT (Ottawa, Ontario is date is referred to		
at the following email address			
realproperty-contracts@inter			
Offer to: Department of Foreign Affairs, Trade and Development Canada			
	eign Affairs, Trade		
	s Majesty the King in nce with the terms in, referred to herein ds and services listed		
and Development Canada We hereby offer to sell to Hi right of Canada, in accordar and conditions set out here or attached hereto, the good herein and on any attached	is Majesty the King in nce with the terms in, referred to herein ds and services listed sheets at the price(s)		
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of Canada

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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The RFP is divided into 5 parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the Request for Proposal;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, Attachment 2 to Part 3 includes the Financial Bid Form, Attachment 1 to Part 4 includes the Evaluation criteria.

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Insurance Requirements (Annex C), Security Requirements Check List (Annex D).

1.2 SUMMARY

The Department of Foreign Affairs, Trade and Development (DFATD) is looking for a Contractor to provide on-site facility management as well as project management services to ensure that the property portfolio of the Embassy of Canada to Saudi Arabia, in Riyadh, is kept and maintained in excellent order and condition. The Contractor shall remain on-call to address any emergencies that may arise.

The Contractor will be responsible to provide facilities and project management services including all labour, supervision, transportation, tools and equipment within all office, representational and utility spaces, recreational facilities and lobbies at the Chancery, Official Residence and Staff Quarters as detailed herein and is exempt only from those items that are otherwise specifically noted.

- 1.1.1 The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide facility management as well as project management services as described in the **Annex A Statement of Work**.
- 1.1.2 The Work is to be performed for a period of two (2) years. There is also the potential of three (3) additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 The requirement may be subject to the provisions of the:
 - Canadian Free Trade Agreement (CFTA)
 - Canada Chile Free Trade Agreement
 - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
 - Canada Columbia Free Trade Agreement
 - Canada European Union Comprehensive Economic and Trade Agreement (CETA)
 - Canada Honduras Free Trade Agreement
 - Canada Korea Free Trade Agreement
 - Canada Panama Free Trade Agreement
 - · Canada Peru Free Trade Agreement



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- Canada UK Trade Continuity Agreement (Canada-UK TCA)
- Canada Ukraine Free Trade Agreement
- World Trade Organization Agreement on Government Procurement (WTO-AGP)

1.3 CONTRACT DOCUMENT

Government

of Canada

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

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

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

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

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



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF BIDS

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

2.2 REFERENCE CLAUSES

- **2.2.1** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16).

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

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

2.3 STANDARD INSTRUCTIONS

- 2.3.1 The 2003 (2023-06-08) Standard Instructions Goods or Services Competitive Requirements (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26), are incorporated by reference into and form part of the bid solicitation.
- 2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "The Department of *Foreign Affairs, Trade and Development Canada*" or "DFATD"; all references to facsimile number of "819-997-9776" are deleted; all references to "Canada Post Corporation's Connect service" are deleted; and the words "Contracting Authority" are to be substituted to read "Canada's Representative".
- 2.3.3 Subsection 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety

2.3.4 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.5 Subsection 06 (2022-03-29) Late Bids

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

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.6



2.3.6 Subsection 07 (2022-03-29) Delayed Bids

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

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

2.3.7 Subsection 08 (2023-06-08) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by Canada Post Corporation's (CPC) Connect service.

2.4 SUBMISSION OF BIDS

2.4.1 Bids must be received by DFATD at the electronic address identified and by the date and time on page 1 of the Request for Proposal (RFP). Bids must NOT be sent directly to Canada's Representative. Canada will not be responsible for bids delivered to a different address. Bids sent directly to Canada's Representative may not be considered.

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

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

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

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

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

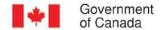
Canada will take no responsibility if a bid is not received on time because the e-mail was refused by a server for the following reasons:

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

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

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





- 2.4.3 Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2023-06-08) Standard Instructions Goods or Services Competitive Requirements.
- **2.4.4** It is the Bidder's responsibility to:
 - (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - (b) prepare its bid in accordance with the instructions contained in the RFP;
 - (c) submit by closing date and time a complete bid;
 - (d) send its bid only to the address specified on page 1 of the RFP;
 - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
 - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- **2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- **2.4.7** A bid cannot be assigned or transferred in whole or in part.

2.5 BIDDER'S CONFERENCE AND SITE VISIT - OPTIONAL

A conference and site visit will be held at 14:00 on Tuesday, August 15, 2023 at the Embassy of Canada, Diplomatic Quarter, Riyadh, Saudi Arabia.

Bidders are requested to confirm their attendance with Canada's Representative no later than 5 working days before the conference and site visit and provide the names of the person(s) who will attend.

Bidders must comply with all prevention and infection control measures put in place by the Canadian mission including, but not limited to, practicing physical distancing, using personal protective equipment (PPE) as necessary, etc.

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

Please note, any travel and other costs associated with attending a conference and site visit form part of "Bid Costs" as per 2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, and will not be reimbursed by Canada.



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2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS

- **2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 5 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.6.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.6.3 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.7 APPLICABLE LAWS

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

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

2.8 ENTIRE REQUIREMENT

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

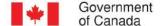
2.9 DEBRIEFINGS

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

2.10 CHALLENGES

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





2.11 NO PROMOTION OF BIDDERS INTEREST

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

2.12 LEGAL CAPACITY

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

2.13 INTEGRITY PROVISIONS

- 2.13.1 The Ineligibility and Suspension Policy (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at Ineligibility and Suspension Policy (https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
- 2.13.2 Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subconsultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 2.13.3 In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at: https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html.
- **2.13.4** Subject to subsection 2.13.5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the <u>Ineligibility and Suspension Policy</u> (<u>https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>;
 - it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;



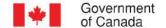
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- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 2.13.5 Where a Bidder is unable to provide any of the certifications required by subsection 2.13.4, it must submit with its bid a completed Integrity Declaration Form, which can be found at Declaration form for procurement (https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
- 2.13.6 Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.





PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

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

Section I: to be labeled "Technical Bid";

3.2 TECHNICAL BID INSTRUCTIONS

This section should not exceed 60 pages. Material exceeding the 60-page maximum may not be considered. Copies of required certificates and licences, and title pages are not included in the 60-page limit.

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: to be labeled "Financial Bid";

3.3 FINANCIAL BID INSTRUCTIONS

Bidders must submit their Financial Bid in accordance with **Annex B – Basis of Payment** and **Attachment 2 To Part 3 – Financial Bid Form**. Prices must appear in Section II <u>only</u> and must not be indicated in any other section of the Bid. Failure to comply may result in the Bid being declared non-responsive and rejected from further consideration. All the information required in the Financial Bid should appear in a separate documentdocument and should be identified as the Financial Bid.

3.4 FIRM MONTHLY RATES

- **3.4.1** Bidders must quote monthly rates in Saudi Riyals (SAR) on the attached form Financial Bid Form. The monthly rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).
- **3.4.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.





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All payments will be made according to the Annex B - Basis of Payment set out in the Draft Contract. 3.4.3

3.5 DISBURSEMENT OR OTHER DIRECT EXPENSES

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

Section III: to be labeled "Certifications";

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3.6 CERTIFICATIONS

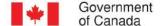
Bidders must submit the certifications required under Attachment 1 to Part 3 – Certifications.

3.7 INSURANCE REQUIREMENTS

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Saudi Arabia stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C - Insurance Requirements.

If the information is not provided in the bid, the Canada's Representative will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Canada's Representative and meet the requirement within that time period will render the bid non-responsive.





ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

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

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

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

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

Certification Number	Certification Text	Initial
C1.1	INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.	
C1.2	INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.	
C6	EDUCATION AND EXPERIENCE The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.	
C 7	FORMER PUBLIC SERVANT Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award.	As per the definition provided, is the Bidder a FPS? Yes □ No □
	For the purposes of this clause, "former public servant" is any former member of a department as defined in the <i>Financial Administration Act</i> , R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be: a) an individual;	As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes □



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	b) an individual who has incorporated;	No □
	c) a partnership made of former public servants; or	A
	d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.	As per the definition
	Controlling of major interest in the entity.	provided, is the Bidder a FPS who received a
	"lump sum payment period" means the period measured in weeks of salary, for	lump sum payment?
	which payment has been made to facilitate the transition to retirement or to other	Yes □
	employment as a result of the implementation of various programs to reduce the	No □
	size of the Public Service. The lump sum payment period does not include the	
	period of severance pay, which is measured in a like manner.	
	pension" means a pension or annual allowance paid under the <i>Public Service</i>	
	Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid	
	pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it	
	affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian</u>	
	Forces Superannuation Act, R.S., 1985, c. C-17, the <u>Defence Services Pension</u>	
	Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension	
	<u>Continuation Act</u> , 1970, c. R-10, and the <u>Royal Canadian Mounted Police</u> <u>Superannuation Act</u> , R.S., 1985, c. R-11, the <u>Members of Parliament Retiring</u>	
	Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to	
	the <u>Canada Pension Plan Act</u> , R.S., 1985, c. C-8.	
	If the answer to any of the FPS questions is "yes", the successful Bidder must	
	comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder's status, with respect to being a FPS in	
	receipt of a pension, will be reported on departmental websites as part of the	
	published proactive disclosure reports in accordance with <u>Contracting Policy</u>	
	Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.	
	USE OF SUBCONTRACTOR(S)	Does the Bidder intent
	The Bidder must inform Canada if it chooses to use a subcontractor(s) to	to use one or more
	complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract	subcontractors? Yes □
C9	Clauses part of this RFP.	res ⊔ No □
		INO L
	JOINT VENTURES The Bidder must inform Canada if it is a Joint Venture and provide the	Is the Bidder a Joint
	information required in order to comply with the Bidder Instructions part of this	Venture? Yes □
C10	RFP.	res ⊔ No □
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Solicitation Number Numéro d'appel d'offres

21-184605

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CERTIFICATION STATEMENT

By completing, signing and submitting this attachr response to Attachment 1 to Part 3 is accurate an	ment, the Bidder certifies that the information submitted by the Bidder in d complete.
Name of Authorized Individual	
Signature of Authorized Individual	



of Canada

ATTACHMENT 2 TO PART 3 – Financial Bid Form

Name of Firm:								
Address:								
Contact Person:								
Phone number:								
Email:								
Bidders must quote include, but not ned and all costs result as an option).	cessarily be li	imited to, all	costs resultin	g from the pe	erformance of	f the Work as de	scribed in this RF	FP,
			Monthly Rate in					
Type of employee	1) Initial Contract Period – Year 1	2) Initial Contract Period – Year 2	3) Option Period – Year 1	4) Option Period – Year 2	5) Option Period – Year 3	Total con	tract value	
A) Maintenance Supervisor								
B) Plumber						-		
C) Electrician								
D) HVAC Technician								
E) Handyman						_		
Subtotal per month in Saudi Riyals (SAR) Excluding taxes (a+b+c+d+e)	(A1+B1+C1 +D1+E1)	(A2+B2+C2 +D2+E2)	(A3+B3+C3 +D3+E3)	(A4+B4+C4 +D4+E4)	(A5+B5+C5 +D5+E5)			
Subtatal navyage	X 12	X 12	X 12	X 12	X 12	-		
Subtotal per <u>year</u> in Saudi Riyals (SAR) Excluding taxes						Total contract value		
SIGNED, ATTEST			on the	day of _		on behalf c	of:	,
Signature of author	rized signator	ту	 ;	Signature of a	authorized siç	gnatory		
Print name(s) & title	es of authoriz	zed signatory	į	Print name(s)) & titles of au	uthorized signato	ry	
Signature of	Witness							



Section "II" Terms of Payment

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

ii. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Phased Bid Compliance Process (PBCP)

4.1.2 General

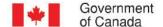
- a. His Majesty is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by His Majesty at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and His Majesty does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from His Majesty.

The Bidder acknowledges that the reviews in Phase I and II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Her Majesty may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder also acknowledges that its response to a notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- c. His Majesty may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit His Majesty's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by His Majesty to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d. The PBCP does not limit His Majesty's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection c.
- e. His Majesty will send any Notice or CAR by any method His Majesty chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by His Majesty at the date and time they are delivered to His Majesty by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by His Majesty on the date and time it is received in His Majesty's email inbox at His Majesty's email address specified in the Notice or CAR. A Notice or CAR sent by His Majesty to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by His Majesty. His Majesty is not responsible for late receipt by His Majesty of a response, however caused.





4.1.3 Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, His Majesty will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. His Majesty's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. His Majesty's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development Canada.
- c. If His Majesty determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c., His Majesty will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to His Majesty, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by His Majesty, except in circumstances and on terms expressly provided for in the Notice.
- f. In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g. Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h. His Majesty will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of His Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of His Majesty, will receive a Phase II review.

4.1.4 Phase II: Technical Bid

a. His Majesty's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in



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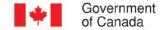
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this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

- b. His Majesty will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Her Majesty in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by His Majesty, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by His Majesty, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to His Majesty to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f. Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this Section will be considered as included in the Bid, but will be considered by His Majesty in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h. His Majesty will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of His Majesty, then the Bid shall be





considered non-responsive and will receive no further consideration.

i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of His Majesty, will receive a Phase III evaluation.

4.1.5 Phase III: Final Evaluation of the Bid

- a. In Phase III, Her Majesty will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.6 Technical Evaluation

a. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.2 TECHNICAL EVALUATION

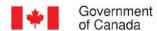
Mandatory and point-rated technical evaluation criteria are included in **Attachment 1 To Part 4 – Technical Evaluation Criteria**

4.3 BASIS OF SELECTION

4.3.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria: and
- c. obtain the required minimum points specified for each criterion for the technical evaluation.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



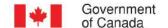


The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd





ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Part 3, Section 2.6 of the RFP contains additional instructions that bidders should consider when preparing their technical bid.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

	Mandatory Technical Criteria (MT)				
#	Mandatory Technical Criterion	Compliance			
MT1	Property and Facilities Management Experience The Bidder must have a minimum of five (5) years' experience in the past ten (10) years from bid closing date in providing services of similar size and scope* to the property and facilities management services identified in Appendix A - Statement of Work.	 Bidder must provide the following: A summary of their experience; Demonstration of 5+ years' experience; and Demonstration that experience is within the last ten (10) years. 			
MT2	Facility Management Services Experience The Bidder must provide three projects undertaken within the last ten (10) years demonstrating its experience in providing project management services of similar size and scope* to the requirement identified in Appendix A - Statement of Work. The Bidder's project value is calculated on the basis of the monthly average exchange rate for the month in which the Bidder completed its project, as provided by [the Universal Currency Converter (< https://www.ofx.com/en- ca/currency-converter/ >).	 Bidder must provide the following for each of the three (3) projects submitted: Brief description of the project's scope and associated works; Date of the beginning and end of the project; Value of the project at contract award. Should more than three (3) projects be submitted, only the first three (3) will be used for evaluation purposes. 			

^{*}Projects of similar size and scope are defined as follows:

- (a) Each project must have a minimum value of SAR 200,000**;
- (b) Includes facility management of HVAC systems, electrical systems, plumbing and preventive maintenance; and
- (c) Includes elements of life cycle management, cost effectiveness, sustainability and functionality.



^{**} The Bidder's project value is calculated on the basis of the monthly average exchange rate for the month in which the Bidder completed its project, as provided by [the Universal Currency Converter (< https://www.ofx.com/en-ca/currency-converter/ >).

2.0 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

	Point Rated Technical Criteria				
#	Point Rated Technical Criteria	Minimum Number of Points Required	Maximum Number of Points		
RT1	Organization and Management	20	40		
RT2	Personnel Qualification	15	20		
RT3	Health and Safety	10	20		
RT4	Quality Control Program	10	20		
RT5	Start-Up Plan	5	10		
	Overall Maximum Points Available =				
	Overall Minimum Points Required =		60		

	Rating Table			
Percentage of Available Points	Basis for Percentage Distribution			
0%	The response is deficient. Bidder receives 0% of the available points for this element.			
50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.			
70%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Bidder receives 70% of the available points for this element.			
85%	The response includes a substantive amount of the information required to be complete and contains some value added elements. Bidder receives 85% of the available points for this element.			
100%	The response includes substantial details demonstrating a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.			
	This Rating Table applies to all Point Rated Technical Criteria.			



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		Point Rated Technical Criteria (RT)	
		RT1 – Organization and Management	
	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
		The Bidder's technical bid should include at minimum	the following:
RT1	The Bidder should describe its organization	Team Organization and Description a) Description of the corporate and operational structure including resources, their roles and responsibilities and identification of all sub-contractors and their related experience proposed to deliver on the requirements in Appendix A.	Up to 15 points
	and management including corporate/operati onal structure and all sub-contractors	Performance Management and Recruitment b) Strategy for managing personnel and sub-contractor performance (e.g. absenteeism, performance issues) including disciplinary policy and ensuring timely replacement of personnel and/or sub-contractors as appropriate.	·
	proposed to deliver on the requirements in Appendix A.	Scheduling c) Strategy for scheduling the work of personnel and/or sub- contractors and their training in methods and procedures to meet the requirements in Appendix A.	
		Additional Capacity e) Capacity to provide additional (on-call) personnel and/or sub-contractors for as and when requested services such as the project management services detailed in Appendix A.	Up to 10 points
		Maximum Points =	40

RT2 – Personnel Qualification			
	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
	The Bidder should demonstrate that the proposed personnel has the required qualifications by providing their resumes, diplomas and appropriate certifications.	The Bidder's technical bid should include at minimum the following:	
RT2		a) The Maintenance Supervisor must be a certified engineer. Proof of registration has to be provided with the proposal.	Up to 10 points
		 b) Proposed personnel should have the following qualifications; Have completed a minimum of three years with the company. Have a minimum experience of 5 years in related field. Be fluent in English. One of them must be well proficient in Microsoft Office applications and be able to provide reporting. 	Up to 10 points
	-	Maximum Points =	20



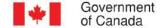
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RT3 – Health and Safety			
	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT3	The Bidder should describe its Health and Safety Program including policies, processes and guidelines that demonstrates adherence to all health and safety regulations and measures.	The Bidder's technical bid should include at minimum the following:	
		a) Detailed description of the Health and Safety Program including policies, processes and guidelines for personnel and/or subcontractors and training, monitoring and corrective action necessary to maintain a healthy and safe working environment.	Up to 10 points
		b) Details on adherence to all health and safety measures pertaining to accident prevention and fire hazards recommended by National codes and/or prescribed by relevant authorities.	Up to 10 points
		Maximum Points =	20

RT4 – Quality Control Program			
Point Rated Technical Criterion	Bid Preparation Instructions	Weighting	
The Bidder should describe its Quality Control Program including its policies, processes, standards and guidelines to deliver on the requirements in Appendix A.	The Bidder's technical bid should include at minimum the following:		
	a) Detailed description of its Quality Control Program including policies, processes, standards, inspection, reporting, guidelines for personnel and/or subcontractors and how it proposes to implement the program to deliver on the requirements in Appendix A.	Up to 15 points	
	b) The process the Bidder uses to identify and act upon non-conformance and to implement corrective action.	Up to 5 points	
	Technical Criterion The Bidder should describe its Quality Control Program including its policies, processes, standards and guidelines to deliver on the requirements in	Point Rated Technical Criterion The Bidder should describe its Quality Control Program including its policies, processes, standards and guidelines to deliver on the requirements in Point Rated Bid Preparation Instructions Criterion The Bidder's technical bid should include at minimum the final and should include at minimum the final should include	

RT5 – Start-Up Plan			
	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting
	The Bidder should provide a detailed	The Bidder's technical bid should include at minimum the following:	
RT5	project start-up plan, outlining the steps involved to ensure the requirements in Appendix A can be met within a 3 week period from the Contract start date.	a) A description of the proposed start-up plan, outlining the steps involved to meet the requirements in Appendix A including developing a communications strategy, a network of key contacts and stakeholders and probably start-up risks and mitigation.	Up to 10 points
		Maximum Points =	10





PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

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

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

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

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

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

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

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

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

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

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

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



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5.2 PRIORITY OF DOCUMENTS

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The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions 2035 (2022-12-01);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Insurance Requirements (Annex C):
- (f) Security Requirements Check List (Annex D);
- (g) Contractor's bid dated yyyy-mm-dd. (Inserted at Contract award)

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

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

Canada's Representative for this Contract is: (Inserted at Contract award)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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

5.3.2 Project Authority

The Project Authority for this Contract is: (Inserted at Contract award)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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

5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only



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be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

5.3.4 Management of the Contract

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

5.3.5 Contractor's Representative

The Contractor's Representative is: (Inserted at Contract award)

Name: Title: Company: Address: Telephone: E-mail address:

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

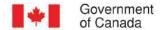
All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services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

5.5 GENERAL CONDITIONS

2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT





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

5.7 APPLICABLE LAWS

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

5.8 NUMBER AND GENDER

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

5.9 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

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

5.11 EXCUSABLE DELAY

- **5.11.1** A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - is beyond the reasonable control of the Contractor;
 - · could not reasonably have been foreseen;
 - could not reasonably have been prevented by means reasonably available to the Contractor;
 - occurred without the fault or neglect of the Contractor;

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

- **5.11.2** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- **5.11.3** However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

The period of the Contract is from	to	inclusive.	(inserted at contract
award).			

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to 3 additional 1-year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in **Annex B – Basis of Payment**.

5.15.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least 14 days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.

5.15.5 Independent Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to



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anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.15.6 Conduct

The Contractor must:

of Canada

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

5.15.7 Time

For the purposes of this Contract, a full day of Work is any period of eight (8) hours within any twenty-four (24) hour period. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.

5.15.8 Overtime - Fixed Time Rate

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Canada's Representative. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as follows:

2 times the regular hourly rate*

*The regular hourly rate is calculated as follows:

Monthly rate of the specific resource / 180 (Regular number of hours per month)

5.15.9 Assigned Individuals

If specific individuals are identified in Annex A - Statement of Work to perform the Work:

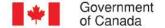
- (a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- (b) the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- (c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.10 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.





5.15.11 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

5.15.12 Compliance with Local Law

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

5.15.13 Inspection and Acceptance

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

5.15.14 Security Requirements

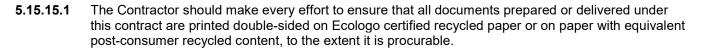
The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

- At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).
- **5.15.14.2** This document does NOT contain **CLASSIFIED** information; however, all or part of the Work involves possible access to **CLASSIFIED** and/or **PROTECTED** information/material.
- 5.15.14.3 The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any **CLASSIFIED and/or PROTECTED** information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.
- **5.15.14.4** The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 5.15.14.5 Subcontractors, **who** require access to **CLASSIFIED and/or PROTECTED** information or sensitive work sites, shall NOT be utilized without the prior, written approval of the Project /Technical Authority and Corporate Security Division **ISC**.

5.15.15 Green Procurement



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

5.16 HEALTH AND SAFETY

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

5.17 PAYMENT TERMS

5.17.1 Basis of Payment

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

5.17.2 Limitation of Price

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

5.17.3 Method of Payment - Monthly Payments

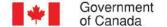
Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

5.17.4 Audit

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





5.17.5 Invoicing Instructions

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

5.17.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2022-12-01) General Conditions - Higher Complexity - Services, to apply for the sole purpose of calculating interest on overdue accounts.

5.17.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2022-12-01) General Conditions - Higher Complexity - Services, the Contractor will be entitled, in accordance with the Annex B - Basis of Payment, to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.17.8 Remittance to appropriate tax authority

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

5.18 SUSPENSION AND INFRACTION

5.18.1 Suspension of the Work

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

5.18.2 Infraction

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



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5.19 INSURANCE TERMS

5.19.1 Specific Insurance Requirement

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- **5.19.1.1** The Contractor must comply with the insurance requirements specified in **Annex C Insurance Requirements**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- **5.19.1.2** The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 5.19.1.3 The Contractor must forward to Canada's Representative within 10 Days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by Canada's Representative, forward to Canada a certified true copy of all applicable insurance policies.

5.20 GOVERNANCE AND ETHICS

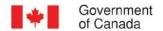
5.20.1 Conflict of Interest and Values and Ethics Codes for the Public Service

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

5.20.2 Integrity Provisions

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <u>Ineligibility and Suspension Policy</u>.





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5.20.3 Anti-Terrorism

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

5.21 DISPUTE RESOLUTION

5.21.1 Discussion and Negotiation

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

5.21.2 Procurement Ombudsman

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



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ANNEX A - STATEMENT OF WORK

1. TITLE

Facility Management Services for the Embassy of Canada to Saudi Arabia, in Riyadh

2. BACKGROUND

The Embassy of Canada to Saudi Arabia, in comprises of a chancery, an official residence and seventeen (17) staff quarters (SQ). The properties are all scattered within the walls of the Diplomatic Quarter residential district in Riyadh, Kingdom of Saudi Arabia.

The chancery, official residence and fifteen (15) of the staff quarter properties were constructed in 1984 as per Canadian building standards to the highest standards.

3. OBJECTIVE

The Contractor shall provide on-site facility management services with the objective to ensure that the property portfolio of the Embassy of Canada to Saudi Arabia, in Riyadh is kept and maintained in excellent order and condition.

4. SCOPE

The Contractor will be responsible to provide facility management as well as project management services including all labor, supervision, transportation, tools and equipment within all office, representational and utility spaces, recreational facilities and lobbies at the chancery, official residences and staff quarters as detailed herein and is exempt only from those items that are otherwise specifically noted.

The range of required services incorporates a number of Properties, Facilities and Project Management Services designed primarily for the day to day management of the property and range from the full scope of facility management and property management service to bundling of required services, through to single service provision as may be required.

4.1 Regularly Scheduled Services;

- 4.1.1 The Contractor will assign a team of minimum five (5) uniformed building technicians to perform services on a daily basis complimented by an emergency support team which will be made available as required. One of the five contracted staff from the team will be an engineer by trade with supervisory status and will lead the team and keep close liaison with the Project Authority to electronically report on day-to-day activities and performance. The lead supervisor must be able to draft reports, be proficient on Microsoft Excel and assist as required the Project Authority on tasks pertaining to facilities management.
- 4.1.2 Regular operations shall be performed according to the following schedule:

Sunday: 7:30 to 16:30 Monday: 7:30 to 16:30 Tuesday: 7:30 to 16:30 Wednesday: 7:30 to 16:30 Thursday: 7:30 to 16:30

Friday: No regular scheduled services on Friday

Saturday: 08:00 to 13:00.



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- 4.1.2.1 All work done outside of the **Regularly Scheduled Services hours** will be compensated based on the hourly rates provided in **5.15.8 Overtime Fixed Time Rate**.
- 4.1.2.2 There will be no regularly scheduled services on Friday, and on official statutory holidays; the list of Statutory holidays for the calendar year will be provided at the beginning of each fiscal year and contains a mix of Canadian and Saudi holidays. The Contractor may be required to provide emergency support services after regular working hours or during holidays as required.
- 4.1.2.3 All work done outside of the Regularly Scheduled Services are subject to approval by the Project Authority.
- 4.1.3 The Contractor shall perform all work under the contract in full compliance with Canadian Government Acts, Regulations, Directives and technical standards and guidelines as well as those of Saudi Arabia. The most stringent of the applicable Acts, Regulations, Directives and technical standards and guidelines from either the Saudi Government or Canada shall apply.

4.2 Project Management Services (PMS)

The services specifically listed in the Statement of Work as Project Management Services (PMS) will be performed by the Contractor on an "as and when requested" basis. This portion of the service may be required outside of regular business hours and/or on statutory holidays as specified by the Project Authority.

4.3 Equipment, Materials and Supplies

During the performance of the contract, the Contractor will be required to provide the equipment necessary to perform the work such as technician tools, ladders, extraction equipment, hydraulic lift systems etc. The Contractor shall itemize all intended equipment for use on the site for carrying out and executing the intended work without exceptions. The Department of Foreign Affairs, Trade and Development (DFATD) will provide on-site storage space for the Contractor's equipment and materials. The itemized list must be in the following format:

#	No. of Units	Description / Type of Equipment	Storage Location

5. PROPERTY AND FACILITIES MANAGEMENT SERVICES

The Contractor must provide property and facilities management services as follows:

5.1 Managed Services

The managed service provision will consist of:

- 5.1.1 Health & Safety Management
- 5.1.2 Authorized Persons & Permits to Work
- 5.1.3 Environmental Management
- 5.1.4 Building Emergency Plans
- 5.1.5 ISO Quality Management
- 5.1.6 Critical Incidents



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5.1.7 Condition Surveys

5.1.1 Health and Safety Management

- 5.1.1.1 The Contractor shall respect matters relating to Health and Safety in the workplace. Primary health and safety acts, regulations, and directives under the Health and Safety at Work Act 1974, the National Fire Code of Canada (NFC), the Canada Labor Code Part II, the National Joint Council (NJC) Occupational Health and Safety Directive and the Canada Occupational Health and Safety Regulations (SOR/86-304) and any subsequent re-enactments. The Contractor shall ensure through constant interaction between DFATD health and safety team, disability representatives, other designated representatives and Government support units that a holistic 'best practice' approach is taken with respect to the execution of Health and Safety Management in the Contractor's day-to-day activities.
- 5.1.1.2 The Contractor shall work in association with DFATD to protect staff and members of the public on the premises through compliance with applicable Health and Safety acts, regulations, and guidelines as well as DFATD policies.
- 5.1.1.3 The Contractor shall be responsible for the maintenance of all emergency equipment (e.g. back-up equipment's, fire alarm systems, fire extinguishers, wet sprinklers, lights, batteries and the like) and shall notify the Project Authority immediately if any such equipment requires replacement or must be taken off-line.
- 5.1.1.4 The Contractor shall provide a single contact point for all professional advice pertaining to Health and Safety matters as they relate to the delivery of the Services under the Contract. The Contractor shall be aware of the appropriate contact point for the onward transmission of queries relating to Health and Safety matters and shall ensure that these are directed to the appropriate advisor. The Contractor shall ensure the availability of Health and Safety advice at all times during core service hours.
- 5.1.1.5 The Contractor shall demonstrate through its delivery of the Services that management of its own staff is an exemplar in terms of Health and Safety best practice.
- 5.1.1.6 The Contractor shall take all practicable steps to ensure that the premises, as covered by the scope of the Contract, shall comply with all Health and Safety legislation and any other statutory obligations at all times. The Contractor shall advise the Project Authority on any areas which appear not to comply with applicable legislation. Any works which are necessitated as a result of such advice shall be pre-authorized by the Project Authority prior to implementation.
- 5.1.1.7 The Contractor shall be required to report and document monthly on all routine administrative Health and Safety matters. The Contractor shall advise immediately of all Health and Safety matters including, but not limited to, near-misses, incidents, and accidents. The Contractor shall attend Health and Safety meetings as required by the Project Authority.
- 5.1.1.8 The Contractor shall liaise with DFATD designated Health and Safety Advisor, and with other Contractors outside the scope of this Contract as required in order to provide the Services covered under the Contract.
- 5.1.1.9 The Contractor is responsible to guarantee the professional expertise in regards to Health and Safety in the workplace of all staff employed for this Service, or associated Services providing additional training as necessary where required.



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- 5.1.1.10 The Contractor must be continuously up-to-date with changing legislation, any advances in technology that may affect Health and Safety facilities and equipment, in order to provide comprehensive professional advice for all Health and Safety and associated matters.
- 5.1.1.11 The Contractor shall ensure that all activities, irrespective of their level of complexity, which are executed within areas identified as having deleterious materials, shall be provided with full method statements for the safe execution of their task. Work considered having any risk associated to it the contractor shall have carried out the necessary Risk Assessment and have that documentation in place.

Ref deleterious materials, contractor to consider COSHH assessment: Guidance on the Control of Substances Hazardous to Health Regulations 2002.

5.1.2 Authorized Persons & Permits to Work

- 5.1.2.1 The Contractor shall be responsible for issuing and managing all permits to work in consultation with and with approval from the Project Authority.
- 5.1.2.2 The Contractor shall also, in conjunction with DFATD Health and Safety Advisor, be responsible as required for the publication of all Health and Safety notices for staff and guests and all other necessary signage in the premises throughout the period of the Contract.
- 5.1.2.3 All signage must be reviewed and approved prior by Project Authority

5.1.3 Environmental Management

- 5.1.3.1 DFATD is committed to responsible energy management and the efficient use of energy throughout its operations. It also recognizes that good energy management helps to protect the environment by conserving natural resources and reducing harmful emissions.
- 5.1.3.2 All utilities will be paid for by DFATD directly.
- 5.1.3.3 The Contractor shall be responsible for taking utility meter readings at every billing cycle for all individual properties of the Embassy and shall take cognizance of any DFATD initiatives in the management of energy, in order to best advice on any new initiatives that may beneficially impact DFATD current strategy. The report on consumption shall be submitted every month to the Project Authority. The Contractor will provide innovation in the supply of all energy management and purchasing, as new approaches to the problems of energy management become available, and as government policy changes. The Contractor shall liaise with DFATD environmental representatives in relation to these matters
- 5.1.3.4 The Contractor shall closely observe the operating characteristics of the services and all areas of the buildings. From these observations, and if necessary in consultation with the Project Authority, the Contractor shall take action to adjust and correct services and space conditions so as to at all times ensure the whole operates with the least possible waste of resources and maximizes the comfort of all building users. The Contractor shall report on trends in energy usage.
- 5.1.3.5 The Contractor shall implement an Environmental Management Service which shall monitor and record the environmental conditions within the premises. The Contractor shall be required to provide advice on, and generally react to unacceptable air quality in individual offices or rooms, and unacceptable human comfort levels as they arise (temperature control), and through the



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introduction of ISO 14001 controls or equivalent. The Contractor shall note all Health and Safety matters in this respect.

5.1.4 Building Emergency Plans

- 5.1.4.1 The Building owners, such as DFATD, and tenants must work together to fulfill their respective responsibilities for life safety. This includes preventing incidents and planning for emergency situations such as fire, bomb threats, demonstrations, power outages, disruption in water supply, and spillage of hazardous materials, passengers trapped in elevator cars, earthquakes, floods, and violence against employees. This is also stated as an employer responsibility in the Canada Occupational Safety and Health Regulations Part XVII, "Safe Occupancy of the Workplace".
- 5.1.4.2 Owners' responsibilities for fire safety in buildings in use are set out in the National Fire Code of Canada, and provincial and municipal codes and regulations.
- 5.1.4.3 Federal government responsibilities for life safety of federal employees are set out in the Canada Occupational Safety and Health Regulations under the Canada Labor Code.

5.1.4.4 The Contractor shall:

- 5.1.4.4.1 Assist the owner's in fulfilling its responsibilities as set out in the National Fire Code of Canada and Saudi Fire and Building codes and regulations, i.e., whichever is stringent;
- 5.1.4.4.2 Actively support building tenants in meeting their responsibilities including ensuring coordination of all life safety planning activities;
- 5.1.4.4.3 Prepare, regularly update, and provide needed assistance if required in implementing a fire safety plan for the building, in cooperation with the fire department, other applicable regulatory authorities, and the tenants' workplace health and safety committees and representatives and such fire safety plan will include:
- 5.1.4.4.4 Assist in carrying out emergency procedures to be used in the event of a fire and includes, for example, sounding the fire alarm, notifying the fire department, instructing occupants on procedures with the alarm sounds, evacuating occupants including those requiring special assistance, and controlling the fire;
- 5.1.4.4.5 Appointment and organization of the Contactor's supervisory staff to carry out fire safety duties;
- 5.1.4.4.6 Training of the Contractor's supervisory staff on their responsibilities for fire safety in accordance with the fire safety plan;
- 5.1.4.4.7 Documents including diagrams complete with the information required in section 2.8 of the National Fire Code entitled "Emergency Planning";
- 5.1.4.4.8 Requirements and frequency for holding fire drills;
- 5.1.4.4.9 Control of fire hazards; and
- 5.1.4.4.10 Inspection and maintenance of building facilities provided for tenant safety.



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- 5.1.4.4.11 Assist in developing as required and in keeping a copy of the fire safety and emergency evacuation plan at a central location in the lobby of each building and make it readily accessible to police, fire, and ambulance service personnel;
- 5.1.4.4.12 Provide a copy of the fire safety and emergency evacuation plan to the Contractor's supervisory staff;
- 5.1.4.4.13 Post fire safety and emergency evacuation procedures, complete with floor schematic diagrams, in the elevator lobby or entrance area of each floor and adjacent to the exit stairwells on each floor;
- 5.1.4.4.14 Conduct fire drills for the Contractor's supervisory staff as required in accordance with section 2.8 of the National Fire Code entitled "Emergency Planning".;
- 5.1.4.4.15 Participate in and assist with the coordination of emergency evacuation drills conducted by the building tenants, upon the request of the tenants;
- 5.1.4.4.16 Assist in providing building employees with the required information concerning the location, operation, and use of portable fire protection equipment and emergency equipment installed in the workplace;
- 5.1.4.4.17 Inspect, test, and provide maintenance on life safety and fire protection and control equipment, including portable extinguishers, fire alarm and voice communication systems, standpipe and hose systems, automatic sprinkler systems, water supply systems, emergency power systems, emergency lighting, smoke control measures, special fire suppression systems, elevators, fire escapes, exits and stairways, in accordance with the National Fire Code of Canada part 2 "Building and Occupant Fire Safety:, Part 6 "Fire Protection Equipment" and Part 7 "Fire Emergency Systems in High Buildings";
- 5.1.4.4.18 Maintain records on site pertaining to inspection, testing, and maintenance in accordance with the National Fire Code or equivalent Saudi Code;
- 5.1.4.4.19 Provide support to tenants upon request, in their development of emergency procedures related to other emergencies, such as bomb threats, explosions, earthquakes, power failure, chemical accident or spills, emergency or medical response, demonstrations, persons trapped in elevator cars, and violence against employees; and
- 5.1.4.4.20 Identify, report, and resolve quality non-conformances.

5.1.5 Quality Management

- 5.1.5.1 DFATD is committed to quality management and continual improvement. Quality is driven by senior management commitment and a mind-set focused on quality that should permeate all levels of the Contractor's organization. The Contractor's Quality Management System should define and formalize the Contractor's quality policies and processes. The Quality Management System should be based on sound management practices, providing the Contractor's employees and stakeholders with a thorough understanding of how the Contractor conducts its business. The Quality Management System should demonstrate the Contractor's commitment to quality, building occupant's satisfaction, and continual improvement through objective evidence.
- 5.1.5.2 The Contractor shall include the following, as a minimum, in its Quality Management System by the Contract operational start date:



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- 5.11.5.2.1 A documented corporate policy on quality management enunciated by the Contractor's senior management and communicated throughout the Contractor's organization;
- 5.1.5.2.2 A designated management representative appointed by senior management, with the authority and responsibility to develop, implement, maintain, and improve the Contractor's Quality Management System and ensure that DFATD requirements are communicated throughout the Contractor's organization.

5.1.6. Critical Incidents

5.1.6.1 A critical incident is an unexpected event resulting in injury to persons, damage to equipment, material, or the environment, or the temporary disruption of essential services, and where immediate action is required.

5.1.6.2 The Contractor shall:

- 5.1.6.2.1 Respond to and manage critical incidents to minimize the impact and risk related to the safety of personnel, facilities, and equipment; and report these to the Project Authority by way of e-mail and maintaining a register.
- 5.1.6.2.2 Report as critical incidents all unexpected events, resulting in injury to persons, damage to equipment, material or the environment, or the temporary disruption of essential services and where immediate action is required.

5.1.7 Condition Surveys

DFATD may require independent detailed surveys and reports on the current condition of the property including estimates of costs and priorities to bring the property to an agreed acceptable standard, optimum timing of maintenance and repairs, statutory obligations Health & Safety issues/risks and whole life costs. Any required survey will be requested on an "as and when requested" basis and shall be approved by the Project Authority.

Please see list of property at 6.1.3.10.

6. HARD FACILITIES MANAGEMENT SERVICES

6.1 Hard Facilities Management Services

The Hard Services provision will consist of:

- 6.1.1 Planned Preventive Maintenance;
- 6.1.2 Fabric Maintenance;
- 6.1.3 Mechanical & Electrical Maintenance;
- 6.1.4 Statutory Inspections;
- 6.1.5 Re-lamping Lighting Systems;
- 6.1.6 Building Management System;
- 6.1.7 Standby Power Systems;
- 6.1.8 Reactive Repairs and Maintenance;
- 6.1.9 Handyman, Plumber, Electrician, Locksmith Services and Specialized Devices;
- 6.1.10 Other General Works



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6.1.1 Planned Preventive Maintenance

The Contractor shall operate and maintain the fixed and installed assets with the objective of:

- 6.1.1.1 Providing a safe working environment for building users;
- 6.1.1.2 Maximizing the useful life span of the building, plant and equipment;
- 6.1.1.3 Enabling building users to effectively discharge their business functions;
- 6.1.1.4 Ensuring efficient and cost-effective use of those assets; and
- 6.1.1.5 Complying fully with Saudi Government and DFATD policy and guidance on environmental issues.

6.1.2 Fabric Maintenance

- 6.1.2.1 The Contractor shall provide a professionally managed, high quality Planned Preventive Fabric Maintenance service in accordance with a system and Program of building fabric maintenance. This Program shall take cognizance of the asset registers and all relevant lease obligations.
- 6.1.2.2 Day-to-day repairs to the internal and external fabric shall be carried out in accordance with the terms and conditions of the contract. Notification of the day-to-day repairs must be transmitted to the Contractor's manager or nominated deputy and allocated to the appropriate tradesmen. Planned Preventive Maintenance tasks shall be generated by the proactive preventive maintenance system, in advance. The Task Sheet shall clearly identify the asset type, location and work required. The Project Authority shall provide access arrangements for restricted areas in order to avoid any interruption to business.

6.1.3 Mechanical & Electrical Maintenance

- 6.1.3.1 General
- 6.1.3.2 The Contractor shall maintain the mechanical and electrical equipment in order to:
- a) Provide a healthy and safe working environment for building occupants complying fully with Saudi and Canadian Government Acts, Regulations and Directives on Occupational Health and Safety;
- b) Maximize the serviceable life span of the mechanical and electrical equipment;
- c) Enable building users to effectively discharge their business functions;
- d) Ensure efficient and cost-effective use of the mechanical and electrical equipment; and
- e) Comply fully with Saudi and Canadian Government Acts, Regulations and Directives on statutory, non-discretionary and mandatory maintenance, servicing and testing.
- 6.1.3.3 Comply fully with Saudi and Canadian Government Acts, Regulations and Directives on environmental issues. DFATD requires a professionally managed, high quality Mechanical and Electrical Maintenance service which, through a regular, organized and documented scheme ensures the maintenance and continuous operation of all items of plant and equipment within the premises.
- 6.1.3.4 The Contractor shall ensure the successful operation and optimum condition, in accordance with manufacturers' and installers' recommendations and statutory obligations, of all of DFATD mechanical and electrical equipment.
- 6.1.3.5 The mechanical and electrical maintenance regime shall be implemented in such a way as to fully meet the maintenance requirements specified by the manufacturers, CIBSE / HVAC and other professional bodies as customary to the trades and disciplines listed. The overriding responsibility of the Contractor shall be to ensure that the Maintenance Services to the Built and Installed Assets within the premises are delivered as required for the duration of the contract. For HVAC related works, Contractor is required to reference Standards & Guidelines to ASHRAE: American Society of Heating, Refrigerating and Air-Conditioning Engineers.



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- 6.1.3.6 The Contractor shall monitor the Services so that operating conditions can be maintained and the quality of service provision can be recorded. The Contractor shall be responsible for establishing/maintaining the necessary systems, maintain necessary operational logs and to record responses to problems as they occur as well as recording performance of equipment, systems and personnel.
- 6.1.3.7 Development with regard to task planning shall take full account of and comply with where appropriate:
- (a) Original Equipment Manufacturer's Recommendations;
- (b) HVAC Standard Maintenance Specification, Vol's I V;
- (c) Chartered Institution of Building Services Engineers (CIBSE) guidelines;
- (d) Building Research Establishment Conservation Support Unit;
- (e) Building Services Research and Information Association; and
- (f) All other relevant statutory regulations and requirements not specifically mentioned above.
- 6.1.3.8 Periodic inspections will be made by Public Health, Hygiene, Fire Inspectors, Project Authority or delegate and other such persons. The Contractor shall co-operate with the persons executing these inspections.
- 6.1.3.9 Electrical Testing shall be undertaken in accordance with the 18th Edition IEE Wiring Regulations (2008). (Amendment No.1 2011).BS7671 as published by the Institution of Electrical Engineers. Fixed wiring installations shall be subject to testing at intervals not exceeding three (3) years. Emergency Lighting installations shall be tested every three (3) years as a minimum. Reference to all appropriate Standing Instructions (S.I.) will be made, e.g. S.I. 1989 No 635, the Electricity at Work Regulations 1989, B.S. 5266 or equivalent and other relevant standards or legislation. All reports and recommendations shall be kept on file. All emergency lighting systems must be tested monthly and a report submitted to the Project Authority. The test is a short functional test in accordance with BS 5266-1: 2011

The period of simulated failure should be sufficient for the purpose of this test whilst minimizing damage to the system components e.g. lamps. During this period, all luminaries and signs shall be checked to ensure that they are present, clean and functioning correctly. Additionally, a record of the test must be recorded in the emergency lighting log book.

6.1.3.10 Provided are current list of Mechanical and Electrical Equipment's & Plants located within the Chancery, Official residence and Staff Quarters that will require to be maintained. It is to be noted that this list is subject to amendment without notice and will not affect the summary cost in any way form or manner.





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Staff Quarters	
Equipment Description	Qty
Irrigation Pump	18
Water Supply Pump	18
Air-conditioning Plant	28
Solar Water Heater	10
Split AC Units	73
Electric Water Heater	15
Water Softener	15
Reverse Osmosis Plant	19
Humidifier	30
Kitchen / Toilet Exhaust	45
House Hold Electrical Appliances	Assorte
Electrical Systems	All
Plumbing Systems	All
Fire Alarm System	18
Pressure Tank	18
Garage Doors	18
Chancery& Official Residence	
Condensing Units	2
Chillers (12 Compressors)	4
Chilled Water Pumps	3
Air Compressor	2
Air Handling Units	8
Air Dryer	1
Supply Fan (Fresh Air)	2
Hot Water Circulation Pump	2
Jockey Pump to include Control Panel	2
Fire Pump and One Excess Pressure Pump	2
Irrigation Pump to include Control Panel	2
Chemical Dosing Pump	3
Submersible Pump (Waste Water)	2
Submersible Pump (Hydraulic Lift)	2
Water Pump (Atrium Fountain) to include Control Panel	1
Water Pump (Sand Filter)	1
Water Pump (Fountain) to include Control Panel	1
Electric Water Heater	1
Water Softener	2
Solution Tank	1
Water Storage Tank (Cold)	3
Hot Water Storage Tank	2
Pneumatic Control Panel	7
Motor Control Center	4
Humidifier	5
Fan Coils	16
Supply Fan SF8 , SF9	2
Portable Water and Pressure Tank	1
Pressure Tank (Jockey Pump)	1
Reverse Osmosis System and Storage tank	1
Water Conditioner	1
Generator	1 1
Generalui	l l



Generator Control Panel	1
Main Electrical Breaker Panel	1
Automatic Transfer Switch	1
Emergency Distribution Panel	1
Fire Alarm Control Panel	1
Intrusion and Building Alarm Panel	1
Split AC	9
Swimming Pool Pump	1
Exhaust Systems	10
Swimming Pool Electric Heater	1
Cantilever Sliding Gate& Hydraulic Security Bollards	2 sets
Electrical Systems	All
Plumbing Systems	All

6.1.4 Statutory Inspections

The Contractor shall set up a programme of statutory inspections to ensure all equipment receives the required inspections at the correct time. The programme shall be issued to the Project Authority two (2) months in advance of all works taking place. The Contractor shall at all times comply with all relevant Saudi statutory and legislative requirements and to Canadian statutory and legislative requirements, and shall be the sole point of contact for any of DFATD concerns with that aspect of performance.

P.A.T Portable Appliance Testing: PAT should be carried out at least once a year.

6.1.5 Re-Lamping-Lighting Systems

- 6.1.5.1 The Contractor is required to clean at regular intervals, replace burnt out tubes, incandescent bulbs, fully service and maintain the Lutron lighting system etc., both indoor and outdoor, including bulbs in table lamps as they occur with the type and wattage as instructed by the Project Authority adopt an organized approach to re-lamping across the premises. Check flickering tabs and starters and replace if necessary. The Contractor shall dry wipe tubes and the interior and exterior of light fixtures to remove accumulated dust and insects when making replacements and supply all equipment necessary for re-lamping. Cleaning shall be done every three months. This applies to all areas of the building with the exception of tubes or bulbs in units which form an integral part of the furniture, office equipment or specialized electrical apparatus.
- 6.1.5.2 The Contractor shall take cognizance of the impact that lighting control systems have on the life expectancy of lamps. The Contractor may make proposals for the enhancement and expansion of lighting control systems.
- 6.1.5.3 Luminaires and light fittings shall be kept in good repair and shall be cleaned and maintained to ensure optimum performance.
- 6.1.5.4 All lamps and tubes in Prestige areas, in conference and meeting rooms and all emergency lighting shall be fully operational at all times subject to response and rectification times.
- 6.1.5.5 The control and execution of this service shall be managed in line with the overall Planned Preventive Maintenance (PPM) regime and subject to the same performance standards, whether fulfilled by direct personnel or sub-contracted element. In instances of reactive lamping, the Contractor shall take cognizance of the need to ensure electrical safety when replacing lamps.



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6.1.5.6 The Contractor shall dispose of old fluorescent tubes in accordance with environmental best practice and using the most economically advantageous method.

6.1.6 Building Management Systems (BMS)

- 6.1.6.1 The Contractor shall provide authorized local HONEYWELL system company for the maintenance of its Building Management System in the Chancery and the official residence. The operation of the building engineering services is, where possible, to be achieved through the BMS. It will be the Contractor's responsibility to operate systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable service, at agreed control and operating duties. The Contractor shall monitor any departures from agreed environmental parameters and shall take actions to rectify.
- 6.1.6.2 Before adjusting set points or modifying software the Contractor /Certified Technical Engineer shall fully understand the effect these actions may have on the air conditioning process, and take cognizance of the internal and external environment.
- 6.1.6.3 Maintenance of DDC Control and BMS system:

12 visits / year (monthly and / or emergency) for one Certified Technical Engineer for the followings:

- a. Monitoring the system status and reporting the faults and alarms;
- b. Checking equipment, diagnose and replace the defective equipment;
- c. BMS software updates;
- d. Testing, Commissioning and programming services;
- e. Central graphic changes; and
- f. Submit technical report for the system faults and status

6.1.7 Standby Power Systems maintenance

The Contractor is responsible for the maintenance and operation of backup generators and uninterrupted power supply equipment. The Contractor shall ensure that the backup equipment is available at all times and starts as soon as main power supply is interrupted or disconnected.

6.1.8 Reactive Repairs and Maintenance

- 6.1.8.1 The Contractor shall provide a professionally managed service, for reactive repairs and maintenance twenty-four (24) hours per day, three hundred and sixty-five (365) days per year.
- 6.1.8.2 The Contractor shall obtain approval from the Project Authority in accordance with the Contract, to proceed with any reactive repairs and maintenance project works.
- 6.1.8.3 It is essential that all maintenance staff working on behalf of the Contractor involve themselves fully in the identification of faults. The inherent skills of the Contractor's staff shall ensure the timely identification and rectification of faults. Both faults identified by occupants and Contractor's staff must be logged with the Project Authority for quality analysis. Each and every reactive service request must have an associated history, including completion date and time.
- 6.1.8.4 The Contractor shall be responsible for meeting the following minimum response times based on call priority to ensure that all reactive tasks are carried out as outlined, so that any reactive repairs are completed with the least inconvenience or disruption to the workings of the occupants. Service requests will fall into three main categories with corresponding response times to have a technician on-site:



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- (a) Emergency a deficiency or breakdown that requires immediate attention to prevent imminent danger to occupants, the general public, or the environment, and which could bring about a shutdown of the facility, disruption and loss of for the occupants.
- (b) Urgent a deficiency or breakdown that requires immediate attention to reduce the potential for danger or discomfort to occupants, the general public, the environment or the facility.
- (c) Normal all other issues such as deficiencies or breakdowns that do not impair current operations or pose any danger to occupants, the general public, the environment or the facility.

Table – Response Times to Service Requests						
Priority	Response Time (on-site)					
Emergency	Thirty (30) minutes					
Urgent	Sixty (60) minutes					
Normal – during core business hours	Four (4) hours					
Normal – outside core business hours	Next business morning					

All work done outside of the **Regularly Scheduled Services hours** will be compensated based on the rates provided in **5.15.8 Overtime – Fixed Time Rate**.

- 6.1.8.5 The Contractor shall at all-time ensure that sufficient competent, appropriately trained staff is deployed to cater for the spectrum of planned and unplanned demands on the maintenance services. The Contractor shall ensure that only appropriately trained personnel are dispatched to reactive activities. Where interface with electrical, mechanical or Medium to High temperature Hot Water systems are involved, documented training schemes must be in evidence.
- 6.1.8.6 With particular cognizance to reactive lamping, the Contractor must ensure that where a Handyman is utilized to fulfil these activities, documented accredited training schemes have been implemented ahead of systems interface. It is the sole responsibility of the Contractor to ensure that all statutory Health and Safety requirements are met in respect of maintenance Works and inspections. The Contractor shall inform the Project Authority, in the first instance of any and all breaches of these regulations together with a programme for rectification and measures to safeguard against a repeat.

6.1.9 Handyman, Plumber, Electrician, Locksmith Services and Specialized Devices

- 6.1.9.1 The Contractor shall make available, on an as and when requested basis, specialized support personnel to the premises during core and or after service hours to support on matters that requires the additional support to the team on-site. Approval for this service shall be provided by the Project Authority.
- 6.1.9.2 Any personnel who execute tasks of this nature shall be adequately trained and experienced for the work to be carried out. The personnel being assigned to service shall have general/specific expertise in the wide range of maintenance and repair requests that are likely to be demanded of this Service and the Contractor shall be satisfied of the ability of his personnel to carry out duties professionally.

6.1.10 Other General Works

- 6.1.10.1 Maintenance Program
- 6.1.10.1.1 DFATD is taking a longer-term view of their built and installed assets and their approach is to have a Maintenance Programme. The Contractor shall review the current Maintenance Programme during



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the period of Setting up Operations and shall make any necessary recommendations to DFATD for amendments to this programme as appropriate.

- 6.1.10.1.2 Following commencement of full operations, the Contractor shall present the Project Authority with an updated Maintenance Programme for the period of the contract. The Project Authority and the Contractor shall review and agree on this Maintenance Programme. This programme shall prioritise work and provide indicative costs for each Works item. These costs shall be broken down to into an appropriate level of detail to assist DFATD in planning and budgeting for Works.
- 6.1.10.1.3 The Contractor shall ensure that the programme takes full cognizance of operational maintenance issues and that the Maintenance Programme compliments day-to-day activities. The Contractor shall demonstrate how these can be scheduled to obtain best value for DFATD both through their timing and implementation.

7. Setting up Operations

- 7.1 The Contractor, whilst undertaking the Setting up Operations, must carry out a detailed verification of the plant, equipment and fabric described in the existing asset registers.
- 7.2 It is the responsibility of the Contractor during the period of Setting Up Operations to provide an exception report for the asset register and other information provided by DFATD prior to the Commencement Date, and thereafter ensure all plant identified is maintained according to all statutory obligations and other requirements.
- 7.3 The Contractor shall demonstrate by the provision of the exception report that they have fully explored the implications of their advice and can demonstrate these.
- 7.4 This Exception Report shall contain the following elements:
 - 7.4.1 Item of plant, equipment or fabric;
 - 7.4.2 Condition of assets;
 - 7.4.3 Total estimated cost:
 - 7.4.4 Priority coding;
 - 7.4.5 Risk assessment.

8. Inspections

The Project Authority shall undertake periodical and random inspections of the property portfolio, the works being carried out by contractors and the records being maintained.

The Contractor on its part will carry out a quarterly inspection of all properties and submit quarterly the inspection reports to Project Authority in the English language.

9. Resource Requirements

The contractor will keep a minimum of up to five (5) personnel on site as required to ensure performance as per contract. At minimum the team must comprise of an Electrician, Plumber, HVAC Technician, Handyman and an individual with a mixed skill set who will play the role of the supervisor. If the team at site is unable to address the requirements, the contractor will provide additional qualified resources to complete the task. The additional resources will be paid at the rate of the Handyman, as described in **Annex B – Basis of Payment**.



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The Contractor will provide for a supervisor who will remain on site to provide for supervisory activities and ensure reporting and compliance of works, as per ISO standards. In addition, a standby team/additional resources in case of emergency will be made available as required.

The assigned staff will be taking instructions/directions from the Project Authority or his/her representative.

The crew will be provided with recent model service vehicle (double cabin pick-up) by the Contractor to provide for their mobility and efficiency. Recent vehicle model is 2021 or above.

If additional vehicle is requested to manage service delivery, then it will be made available at no extra cost to meet the requirements. Minimum three of the assigned crew must have driving license for the duration of the work.

If the DFATD finds that any of the assigned resources is not capable to carry out the required works and or there is cause of performance concern, then a qualified replacement resource will be provided immediately.

10. Uniforms & Tools

The contractor shall ensure that each individual staff is provided with the following;

- Five sets of uniforms for each staff and it must carry identification tags to include name and designation/discipline.
- Two (2) pairs of Safety Shoes (Red Wings or equivalent)
- Two (2) pairs of Safety glass (3M or equivalent)
- Other Safety related accessories / consumables as required.
- Tools kit / set fitting their respective trades

11. Client support

DFATD shall provide the Contractor with office space for a printer and computer, sitting and rest places for the workers.

12. Constraints

- Contractor must have all the equipment necessary to carry out assigned works.
- Contracted staff must be coordinate with Project Authority on execution of all works.
- Contracted staff must ensure that they adhere to set policies and guidelines that the Client applies without exception.

13. Additional Notes

Any parts that are required for the maintenance of the assets will be paid for by DFATD. The
contract covers only service and maintenance without parts.



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ANNEX B - BASIS OF PAYMENT

1. Firm Monthly Rates

The Contractor will be paid firm monthly rates as follows, for Work performed in accordance with the Contract. Any Applicable Tax is extra.

During the extended period of the Contract, the Contractor will be paid the following firm monthly rates to perform all the Work in relation to the contract extension.

	Fir						
Type of employee	1) Initial Contract Period – Year 1	2) Initial Contract Period – Year 2	3) Option Period – Year 1	4) Option Period – Year 2	5) Option Period – Year 3	Total contra	ct value
A) Maintenance Supervisor B) Plumber	Inform	nation to I	oe provide	ed at conti	racted		
C) Electrician D) HVAC			award				
Technician							
E) Handyman							
Monthly total	A1+B1+C1+ D1+E1	A2+B2+C2+ D2+E2	A3+B3+C3+ D3+E3	A4+B4+C4+ D4+E4	A5+B5+C5+ D5+E5		
(a+b+c+d+e)		Information to					
Estimated monthly overtime	Information to be provided at contract award						
Subtotal per year	X 12						
in Saudi Riyals (SAR) Excluding taxes	Information to be provided at contract	Total contract value	Information to be provided at contract				
	award	award	award	award	award		award

2. Travel and Living Expenses

The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

3. All-inclusive Rates

The firm prices/rates are all inclusive and must include but not limited to cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable. All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone



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charges, local travel are included in the firm prices/rates identified hereunder and will not be permitted as direct charges.



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ANNEX C - INSURANCE REQUIREMENTS

IC1 Proof of Insurance

- **1.1** The Contractor shall, at its own expense, obtain and maintain insurance as provided hereunder with companies subject to approval in writing by His Majesty.
- 1.2 Immediately following notification of Contract award and preceding the start of any on-site Work, the Contractor shall have its insurance broker, agency or underwriter inform the Departmental Representative in writing that all insurance required hereunder is in force.
- 1.3 Within fourteen (14) days after acceptance of the Contractor's tender, the Contractor shall, unless otherwise directed in writing by the Departmental Representative, deposit with the Departmental Representative an Insurer's Certificate of Insurance in the form displayed in this document and, if requested by the Departmental Representative, the originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Insurance Coverage Requirements shown hereunder.

IC2 Payment of Deductible

2.1 The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

IC3 Types of Insurance Required

- 3.1 The Contractor will obtain the following types of commercial insurance coverage:
 - 3.1.1 Comprehensive General Liability Insurance ("CGL"); and

IC4 Additional Named Insured

4.1 Each insurance policy shall insure the Contractor, and shall include as Additional Named Insured, the Owner, being His Majesty the King in right of Canada, represented by the Minister of Foreign Affairs and the Employees or servants of both His Majesty and the Contractor.

IC5 Period of Insurance Coverage

5.1 Unless otherwise directed in writing by the Departmental Representative, the policies required hereunder shall attach from the date of contract award and shall be maintained until the day of issue of the Final Certificate of Completion.

IC6 Notification

6.1 Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the Insurer to the Departmental Representative in the event of any material change in, cancellation of, or expiration of coverage. Any notice affecting a material change in, cancellation of coverage received by the Contractor shall be transmitted forthwith to the Departmental Representative.

Comprehensive General Liability (CGL)



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1. Limits

1.1 The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 - Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than SAR 1,000,000.00, inclusive of Bodily Injury and Property Damage for any one occurrence or series of occurrences arising out of one cause. Legal or defense costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

2. Coverages

- 2.1 The policy shall include but not necessarily be limited to the following coverages:
 - **2.1.1** All premises, property and operations necessary or incidental to the performance of this Contract;
 - **2.1.2** Personal injury:
 - 2.1.3 Bodily injury and Property Damage on an "occurrence" basis;
 - 2.1.4 "Broad Form" Property Damage including the loss of use of property;
 - **2.1.5** Removal or weakening of support of any property, building or land whether such support be natural or otherwise:
 - **2.1.6** Elevator Liability (including Escalators, Hoists and Similar Devices);
 - **2.1.7** Contingent Employer's Liability;
 - 2.1.8 Owner's and Contractor's Protective Liability;
 - 2.1.9 Contractual and Assumed Liabilities under this Contract;
 - 2.1.10 Completed Operations and Products Liability;

The insurance shall continue for a period of at least two (2) years beyond the date of the Departmental Representative's Final Certificate of Completion for the Completed Operations Hazard.

2.1.11 Cross Liability:

The clause shall be written as follows:

Cross Liability

The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of the Insurer's liability.

2.1.12 Severability of Interests Clause;

The clause shall be written as follows:

Severability of Interests

This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as it a separate policy had been issued to each. This inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.

2.2 Period of Insurance Coverage:

The period of required insurance coverage for all insurance elements listed in CGL2: Coverages shall be from the date of execution of this contract until the date of issuance by the Departmental Representative of the Final Certificate of Completion.

3. Additional Exposures

3.1 The policy shall be endorsed to include the following exposures or hazards if the Work is subject





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thereto:

- 3.1.1 Blasting;
- **3.1.2** Pile driving and caisson work;
- 3.1.3 Underpinning;
- **3.1.4** Risks associated with the activities of the contractor on an active airport;
- 3.1.5 Radioactive contamination resulting from the use of commercial isotopes; and
- **3.1.6** Damage to the portion of an existing building beyond that directly associated with an addition, renovation or installation contract. (The care, custody and control exclusion shall not apply.).

4. Insurance Proceeds

4.1 Insurance Proceeds from this policy are payable directly to a Claimant/Third Party.

5. Deductible

The policy shall be issued with a deductible amount of not more than \$500.00 CAD per occurrence applying to Property Damage claims only.





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Broker's Certificate of Insurance

(TO BE DELIVERED TO THE DEPARTMENTAL REPRESENTATIVE **BEFORE THE START OF ANY ON-SITE WORK)**

COVERING: DESCRIPTION O	F WORK:					
LOCATION OF W	/ORK:					
ISSUED BY: BROKER/AGENT	-:					
ADDRESS:						
ISSUED TO: ADDRESS:	FOREIGN AFFA 125 SUSSEX DF					
NAMED INSURE CONTRACTOR:						
ADDRESS:						
of the Insured, eff	ective from nada, for the		20 in	connection	with Foreign A	ring all operations Affairs, Trade and nd Foreign Affairs,
T) (DE	BOLLOV.	EXPIRY	/ DATE OF LIA	BILITY		DEDUCTIONS
TYPE	POLICY NUMBER	DAY	MONTH	YEAR	LIMITS	DEDUCTIBLE
Comprehensive General Liability						
Builder's Risk "All Risks"						
part of this Contra	act. es to notify His M	lajesty and t	he Named Inst	ıred in writir		n "IV" which form
Name - Broker/Aç Authorized Repre		ure-Broker/A			Telephone	Number
ISSUANCE OF T	HIS CERTIFICAT	E SHALL NO	OT LIMIT OR F	RESTRICT T	HE RIGHT (OF HIS MAJESTY

TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.





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Insurer's Certificate of Insurance

(TO BE DELIVERED TO THE DEPARTMENTAL REPRESENTATIVE **BEFORE THE START OF ANY ON-SITE WORK)**

COVERING: DESCRIPTION OF V	WORK:					
LOCATION OF WO	RK:					_
ISSUED BY: BROKER/AGENT: _						_
ADDRESS:						_
			AND DEVELO VA, ONTARIO			
NAMED INSURED: CONTRACTOR:						_
ADDRESS:						_
This document certif of the Insured, effect Development Canad Affairs, Trade and D	ive from da, for the	anada.	20_ made	in connect between the	ction Foreign	Affairs, Trade and
TYPE	POLICY	EXPIRY DATE OF LIABILITY			LIMITS	DEDUCTIBLE
ITPE	NUMBER	DAY	MONTH	YEAR	LIMITS	DEDUCTIBLE
Comprehensive General Liability						
Each of these polici part of this Contract. The Insurer agrees material change in, or	to notify His M	lajesty and t	he Named Inst	ured in writir		
Name - Insurer's Authorized Represe				e	Telephone	e Number
ISSUANCE OF THIS	S CERTIFICAT	E SHALL NO	T LIMIT OR RI	ESTRICT TH	HE RIGHT O	F HIS MAJESTY

TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.

Canada

Contract Number / Numéro du contrat

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ANNEX D - SECURITY REQUIREMENTS CHECK LIST (SRCL)

*	Government of Canada	Gouvernement du Canada			Contract Number / Numéro du c	ontrat
	or ounded	ou canada			Security Classification / Classification	de sécurité
PART A - CO	NTRACT INFORM	LISTE DE VERIFIC	ECURITY REQUIREMENT ATION DES EXIGENCE INFORMATION CONTRA	S DEI ATIVES	ST (SRCL) : À LA SÉCURITÉ (LVERS)	
 Originating 	Government Depa	artment or Organization	on /		2. Branch or Directorate / Direction ge	nérale ou Direction
		ernemental d'origine néro du contrat de sou	Initial Formulation of Pro	oject	EMBASSY OF CANADA, RIYADH	
				ame and Address	of Subcontractor / Nom et adresse d	u sous-traitant
	ption of Work / Br anical Services	ève description du tra	ivail			
Le fourni	sseur aura-t-il acc	cess to Controlled Go ès à des marchandis	es contrôlées?			✓ No Yes
Regulation	ns?				s of the Technical Data Control	✓ No Yes
Sur le cor	ntrole des donnée	es a des données ted s techniques? equired / Indiquer le ty		ifiées qui sont as	sujetties aux dispositions du Règlem	ent
(Specify t	sseur ainsi que le: he level of access	s employés auront-ils s using the chart in Qu	ss to PROTECTED and/or (accès à des renseignement uestion 7. c) u qui se trouve à la question	ts ou à des biens	rmation or assets? PROTÉGÉS et/ou CLASSIFIÉS?	✓ No Yes Oui
6. b) Will the s PROTEC	upplier and its em TED and/or CLAS	ployees (e.g. cleaner SSIFIED information of	s, maintenance personnel) or assets is permitted.	require access to	restricted access areas? No access	Y N
Le fournis	sseur et ses emple	oyés (p. ex. nettoyeur	rs, personnel d'entretien) au ÉS et/ou CLASSIFIES n'est	ront-ils accès à d	es zones d'accès restreintes? L'accè	s Non Dou
6. c) is this a c S'agit-ii d	commercial courier l'un contrat de me	r or delivery requirem ssagerie ou de livrais	ent with no overnight storag on commerciale sans entre	je? posage de nuit?		No Yes
7. a) Indicate t	he type of informa	ation that the supplier	will be required to access /	Indiquer le type o	l'information auquel le fournisseur de	vra avoir accès
	Canada		NATO / OTAN	<u>ا</u>	Foreign / Étran	ger
7. b) Release		rictions relatives à la d	diffusion All NATO countries		No selecte contributions	
Aucune restri à la diffusion	iction relative		Tous les pays de l'OTAN		No release restrictions Aucune restriction relative à la diffusion	e 🗌
Not releasabl À ne pas diffi				_		
Restricted to:	/ Limité à :		Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify coun	try(ies): / Préciser	le(s) pays :	Specify country(les): / Pré	ciser le(s) pays :	Specify country(les): / Pré	éciser le(s) pays :
7. c) Level of it	nformation / Nivea	u d'information				
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PROTECTE			NATO NON CLASSIFIÉ NATO RESTRICTED		PROTÉGÉ A PROTECTED B	
PROTÉGÉ B			NATO DIFFUSION REST	REINTE L	PROTÉGÉ B	
PROTECTED			NATO CONFIDENTIAL		PROTECTED C	
PROTÉGÉ C CONFIDENT			NATO CONFIDENTIEL NATO SECRET		PROTÉGÉ C CONFIDENTIAL	
CONFIDENT			NATO SECRET		CONFIDENTIEL	
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TRÈS SECR					TRÈS SECRET	
TOP SECRE			STREET, STREET		TOP SECRET (SIGINT)	
TRÈS SECR	ET (SIGINT) L	1/2/2012/05/2013	PROGRAMMENT OF THE PARTY.		TRÈS SECRET (SIGINT)	Manufacture 17
TBS/SCT 35	0-103(2004/12)		Security Classification / C	lassification de s	écurité	Canadä





Gouvernement du Canada

Solicitation Number Numéro d'appel d'offres

21-184605

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*	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat
	0.00.000		Security Classification / Classification de sécurité

**NATE A CONTRIBUTE A SURIOR **Will this supplier require access to PROTECTED and/or CLASSIFIED COMSEC Information or assets?* **Le fournisseur auris-1 a code à des rentseignements ou à des biens COMSEC designés PROTECES et/ou CLASSIFIÉS?* **Le fournisseur auris-1 arcobé à des rentseignements ou à des biens COMSEC designés PROTECES et/ou CLASSIFIÉS?* **J. Will this supplier require access to extremely sensible in INFOSEC information or assets?* **J. Will this supplier require access to extremely sensible in INFOSEC de nature extrémement délicate?* **Short Title(s) of materia) 1 Trançó pictográfico de material 1 Trançó pictográfico de la sécurité du personnel requise 1 Trançó pictográfico de la sécurité du personnel requise 1 Trançó pictográfico de la sécurité du personnel requise 1 Trançó secret 1	PART A (CONT				
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Top Secret - Signature - It access a des renseignements ou à des biens NFOSEC de nature extrémement desiculie? Short Title(s) of material / Titre(s) shrégé(s) du matérial : Document Number / Number où docoment	MAII the eur	dier require access to extremely ser	esitive INFOSEC information or a	ssels?	
Decement Number / Number of udocument: ARRES PERSONNEL (SUPPLEIR! FARTIES = PERSONNEL (FOURNISSEUR) 0. a) Personnel security screening level required / Niveau de contrôte de la sécurité du personnel requis RELIABILITY STATUS	Le fournisse	ur aura-t-il accès à des renseignem	ents ou à des biens INFOSEC de	nature extremement delicate?	Non Cou
ART B - PERSONNEL (SUPPLIER) PARTIES - PERSONNEL (FOURNISSEUR)			matériel :		
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PART D - AUTHORIZATION / PART	hereé de projet de l'orr	nanisme				
13. Organization Project Authority / C			Signature			
Name (print) - Nom (en lettres moulé	Title - Titre		A			
Khadidiatou Gassama	Counselor (Management) and Consul		- Celler			
Telephone No N° de téléphone (966-11) 202-3288 EXT 304-3300 Facsimile No N° de		télécopieur E-mail address - Adresse con Khadidiatou.Gassama@inter				
14. Organization Security Authority /	Responsable de la séc	urité de l'organi	isme			
Name (print) - Nom (en lettres moulé	Title - Titre		Signature O			
Allison Poff	Counsellor (Security)		ullion (8)			
Telephone No N° de téléphone Facsimile No N° de (966-11) 202-3288 EXT 304-332		Allison.Poff@international.g			Date 17-11-2020	No Yes
 Are there additional instructions (Des instructions supplémentaires 	e.g. Security Guide, Se s (p. ex. Guide de sécu	ecurity Classific rité, Guide de c	ation Guide) attached? lassification de la sécurité) so	nt-elles jointes	17	Non Yes Non Oui
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé		Title - Titre		Signature		
Eric Rainville	Procurement Specialist		Rainville, Eric Signature numerique de Rainville, Eric			
Telephone No N° de téléphone Facsimile No N° de		e télécopieur E-mail address - Adresse o eric.rainville@internationa			Date	
17. Contracting Security Authority /	Autorité contractante er	n matière de sé	curité			
Name (print) - Nom (en lettres mould	Title - Titre		Signature			
Telephone No Nº de téléphone	e télécopieur	E-mail address - Adresse courriel Date				

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