



A1. Contract Advisor

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Services

Request for Proposals (RFP)

for

Performance of the work as described in Annex "A" – Statement of Work of the draft contract.

A2. Title HVAC System Maintenance and Service for the Embassy of Canada to Vienna, in Austria		
A3. Solicitation Number 24-252785	A4. Project Number N/A	A5. Date February 21, 2024
A6. RFP Documents <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements (Part 1) 3. Evaluation and Basis of Selection (Part 2) 4. Tender Form (Part 3) 5. General Instructions (Part 4) 6. Draft Contract <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
A7. Proposal Delivery In order for the proposal to be valid, it must be received no later than 14:00 Eastern Daylight Time on March 18, 2024 , referred to herein as the "Closing Date". Electronic proposals must be sent only to the following email address: realproperty-contracts@international.gc.ca		
A8. Tender Form The completed Tender Form (Part 3) must be in a separate attachment named "Tender Form". The information required in section 5.0 must appear on the Tender Form (Part 3) only. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.		
A9. Site Visit It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Laurenzerberg 2, A-1010, Vienna, Austria on February 28, 2024 . The site visit will begin at 15:00 (local time in Vienna, Austria) . Bidders are requested to communicate with the Contracting Authority no later than three (3) business days prior to the site visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment, but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.		
A10. Enquiries All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three (3) business days prior to the Closing Date and Time in order to allow sufficient time to provide a response.		
A11. Language Proposals shall be submitted in English or French.		
A12. Bidders' Conference A bidders' conference will be held at Laurenzerberg 2, A-1010, Vienna, Austria on February 28, 2024 . The conference will begin at 14:00 (local time in Vienna, Austria) . The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative. Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than three (3) business days prior to the conference. Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.		
A13. Bid Security Not applicable.		
A14. Contract Documents The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A10 - Enquiries. His Majesty reserves the right not to make any amendment(s) to the Contract Documents.		



Part 1 – Submission Requirements

SR1 Submission of Proposal

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



- 1.12** Unless specified otherwise in the RFP, His Majesty will evaluate only the documentation provided with a Bidder's proposal. His Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 1.13** A proposal cannot be assigned or transferred in whole or in part.



Part 2 – Evaluation and Basis of Selection

1.0 Technical Proposal

- 1.1 The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that His Majesty has any previous knowledge of the Bidders’ qualifications other than that supplied pursuant to this RFP.
- 1.2 The Bidder’s technical response **must not** exceed 60 single-sided pages of A4 paper, minimum type face 10 pts., including organizational charts and schedule. Material exceeding the 60-page maximum will **NOT** be considered.

2.0 Technical Evaluation

2.1 Mandatory Requirements

Minimum Bidder Experience			
Criteria	Mandatory Requirement	Compliance	Cross-Reference in Proposal (ex: attachment 1, pg.6)
M1	<p>Licensing, Certification, or Authorization</p> <p>Bidders responsible for the provision of HVAC services must have a Mechanical and Electrical license or authorization to provide the services to the full extent that may be required by the local laws in which the Respondent resides.</p>	<p>Bidders must provide the following information:</p> <ul style="list-style-type: none"> • Name of firm; • Provide a copy of the license or authorization and/or indicate how the Bidder meets the licensing requirements. 	
M2	<p>The Bidder must have a completed at least one (1) project within the past three (3) years of the RFP closing date of similar size and scope to that outlined in the Statement of Work.</p> <p>Only the first project will be considered for evaluation. Any additional projects provided will not receive consideration.</p>	<p>Bidders must provide the following information:</p> <ul style="list-style-type: none"> • Title of project; • Client name and contact information; • Project description (scope of work); • Project location (city, country); • Narrative describing how the project is similar in nature to the Work described in the Statement of Work; • Location of the Respondent’s office during the project (city, country); • Final services cost in Euros (€); • Start and completion date (month, year); • Description of services provided by the Bidder. 	
M3	<p>Bidders must provide a list of the proposed personnel including at minimum the following disciplines:</p> <ul style="list-style-type: none"> • At least one (1) Senior Manager; • At least one (1) Contract Manager; and • At least one (1) Site Engineer. 	<p>Bidders must provide the following information:</p> <ul style="list-style-type: none"> • Area(s) of expertise of key individuals being proposed; • Individuals' years of experience; • Responsibilities held, by the individuals; and • Provide a copy of the license or authorization and/or indicate how the Respondent meets the provincial or territorial licensing requirements. 	



2.2 Point-Rated Criteria (Total of 130 points)

Points for the Technical Proposal account for 60 percent (60%) of the total score and are allocated to the criteria listed in PR1 to PR3 inclusively.

PR1: Work Plan (20 points)	
Submission Requirement	Scoring Criteria
<p>Intent: Evaluate the Bidder’s approach to ensure services are delivered according to the SOW.</p> <p>Description: Adequate response consists of an effective delivery strategy to meet the requirements of the Statement of Work (SOW) and a clear description of how the team will be effectively managed.</p> <p>Compliance: The work plan should include the following criterion:</p> <ul style="list-style-type: none"> a) A strategy for how requirements in the attached SOW will be addressed; b) All key resources including subcontractors have an assigned responsibility; and c) A transition plan. <p>For a proposal to receive higher marks, it must elaborate on the strategy for delivering the project and describe in detail how the various components of the Bidder Team relate to each other, assist each other and communicate with each other.</p> <p>*This proposed approach must include a risk assessment based on the current Health and Safety at Work Act including strategies to mitigate risk.</p>	<p>20 points Bidder fully addresses all aspects of the criterion, demonstrates that it will meet the requirements and all details outlined in the attached Statement of Work.</p> <p>15 points Bidder addresses most aspects of the criterion, demonstrates the ability to meet the requirements and some details outlined in the attached Statement of Work.</p> <p>10 points Bidder does not address all aspects of the criterion, demonstrates some understanding of the requirements outlined in the attached Statement of Work.</p> <p>5 points Bidder does not address all aspects of the criterion nor is evidence presented indicating the likelihood of successfully meeting the requirements outlined in the attached Statement of Work. Significant weaknesses are demonstrated and clearly outweigh any strengths presented.</p> <p>0 points Bidder does not address any aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the requirements outlined in the attached Statement of Work.</p>

PR2: Corporate Experience (50 points)	
Submission Requirement	Scoring Criteria
<p>Intent: Evaluate the Bidder’s experience.</p> <p>Description: The Bidder must submit projects completed of similar size and scope to that outlined in the SOW, within the past 10 years of RFP closing for evaluation.</p> <p>Compliance: The project(s) should include the following criterion:</p> <ul style="list-style-type: none"> • Title of project; • Client name and contact information; • Project description (scope of work); • Project location (city, country); • Narrative describing how the project is similar in nature to the Work described in the Statement of Work; • Location of the Respondent’s office during the project (city, country); • Final services cost in Euros (€); • Start and completion date (month, year); 	<p>50 points Bidder submits six (6) or more projects of similar size and scope.</p> <p>40 points Bidder submits five (5) projects of similar size and scope.</p> <p>30 points Bidder submits four (4) projects of similar size and scope.</p> <p>20 points Bidder submits three (3) projects of similar size and scope.</p> <p>10 points Bidder submits two (2) projects of similar size and scope.</p> <p>5 points Bidder submits one (1) project of similar size and scope.</p> <p>0 points Bidder submits zero (0) projects of similar size and scope.</p>



• Description of services provided by the Bidder.	
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PR3: Experience of Proposed Key Personnel (60 points)	
Submission Requirement	Scoring Criteria
<p>Intent: Evaluate the recent experience* of the proposed three (3) key personnel on projects of similar size and scope to that outlined in the SOW on which they were responsible for providing HVAC services.</p> <p>*Recent experience is defined as experience acquired in the past 10 years of RFP closing.</p> <p>Bidders should provide the information for the proposed personnel including the following disciplines:</p> <ul style="list-style-type: none"> • At least one (1) Senior Manager; • At least one (1) Contract Manager; and • At least one (1) Site Engineer. <p>Compliance:</p> <p>The information provided should include the following:</p> <ul style="list-style-type: none"> • Area(s) of expertise of key individuals being proposed; • Individuals' years of experience; • Responsibilities held, by the individuals. 	<p>20 points Bidder fully addresses all aspects of the criterion, demonstrates that it will meet the requirements and all details outlined in the submission requirement.</p> <p>15 points Bidder addresses most aspects of the criterion, demonstrates the ability to meet the requirements and some details outlined in the submission requirement.</p> <p>10 points Bidder does not address all aspects of the criterion, demonstrates some understanding of the requirements outlined in the submission requirement.</p> <p>5 points Bidder does not address all aspects of the criterion nor is evidence presented indicating the likelihood of successfully meeting the requirements outlined in the submission requirement. Significant weaknesses are demonstrated and clearly outweigh any strengths presented.</p> <p>0 points Bidder does not address any aspects of the criterion and the information presented indicates a strong likelihood of failure to meet the requirements outlined in the submission requirement.</p>

3.0 Tender Form

3.1 All the information required in section 3.0 must appear on Part 3 – Tender Form ONLY and must be included in a separate attachment named “Tender Form”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

3.2 Firm Price

- 3.2.1 Bidders shall quote an all-inclusive firm price (excluding the cost of The Minister’s services and equipment\ furniture) on the form attached as Part 3 – Tender Form. The firm price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 3.2.2 Bidders shall estimate the value of the taxes (including VAT as per 5.3) expected to be payable by His Majesty as a result of entering into a contract with the Bidder;
- 3.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;
- 3.2.4 Exchange rate fluctuation protection is not offered; and
- 3.2.5 Tender Forms not meeting the above requirements will not be given any further consideration.

3.3 Taxes & Duties

- 3.3.1 Bidders are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.
- 3.3.2 His Majesty will pay the VAT specified in the Tender Form provided:
 - 3.3.2.1 that amount is applicable to the Work provided by the Contractor to His Majesty under the Contract. His Majesty will not be responsible for the payment of any VAT payable by the Bidder to any third party (including Subcontractors);
 - 3.3.2.2 His Majesty is unable to procure an exemption from VAT in respect of the Work;
 - 3.3.2.3 the Bidder agrees to render every reasonable assistance to His Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;
 - 3.3.2.4 the VAT is shown separately on all of the Bidder’s invoices and progress claims; and



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

3.3 Price Breakdown

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

6.0 Basis of Selection

- 6.1 To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
- 6.2 Bids not meeting (a) or (b) will be declared non-responsive.
- 6.3 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.
- 6.4 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 %.
- 6.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %. The total firm price (exclusive of applicable taxes) will be used for evaluation.
- 6.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 6.7 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.
- 6.8 In the case of a tie for the highest total score, the Bidder submitting the lowest price will be selected. In the case of a tie for the total score and a tie for the Tender Form score, the Bidder with the highest score for the "Technical Proposal" will be selected.
- 6.9 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 230 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		210/230	185/230	175/230
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/230 x 60 = 54.78	89/230 x 60 = 48.26	92/230 x 60 = 45.62
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		87.51	84.26	85.65
Overall Rating		1st	3rd	2nd

7.0 Ineligibility and Suspension Policy

- 7.1 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 \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
- 7.2 Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-contractors, 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.

- 7.3** 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-contractors 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 [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
- 7.4** Subject to subsection 7.5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- a. it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
 - b. 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;
 - 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-contractors 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-contractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 7.5** Where a Bidder is unable to provide any of the certifications required by subsection 7.4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
- 7.6** 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 – Tender Form

Name of Firm: _____
 Address: _____
 Contact Person: _____
 Phone number: _____
 Email: _____

TF1 Firm Price

Firm Price (exclusive of applicable taxes): (F1 + L2 + C3) _____
 (In accordance with 5.2)
 Applicable taxes: _____
 (In accordance with 5.3)
Total Price (Firm Price + Applicable Taxes): _____

All amounts are in Euros (€).

The estimates in the charts below are for evaluation purposes only and are not an accurate representation of the level of effort or value of material. The firm hourly rate and mark up percentage will be used for contract pricing. The Estimated Total Value (TF1) will be used for evaluation of the Highest Combined Rating Technical Merit and Price.

TF1.1 Pricing Schedule: Regular Maintenance, Inspection, Testing and Remote Verification

Pricing Schedule						
Regular Maintenance, Inspection, Testing and Remote Verification						
#	Period	Firm All-Inclusive Price (excluding VAT)				Sum of each period
		April to June (including Maintenance)	July to September (including inspection)	October to December (including maintenance)	January to March (including inspection)	
1	Initial Contract Period – Year 1					(A1)
2	Initial Contract Period – Year 2					(B1)
3	Option Year 1					(C1)
4	Option Year 2					(D1)
5	Option Year 3					(E1)
Sum (A1)+(B1)+(C1)+(D1)+(E1) = (F1)						(F1)



TF1.2 Pricing Schedule: Labor Excluded Services, on an as-and-when-requested basis

Pricing Schedule Labor Excluded Services							
Firm All-Inclusive Rates (excluding VAT)							
#	Category	Estimated Yearly Hours (A2)	Initial Contract Period – Year 1 (B2)	Initial Contract Period – Year 2 (C2)	Option Year 1 (D2)	Option Year 2 (E2)	Option Year 3 (F2)
1	Service Engineer	200					
2	Helper	200					
Estimated Yearly Total			G2 = (A2 x B2)	H2 = (A2 x C2)	I2 = (A2 x D2)	J2 = (A2 x E2)	K2 = (A2 x F2)
Sum (G2)+(H2)+(I2)+(J2)+(K2) = (L2)							(L2)

TF1.3 Mark up on Materials, on an as-and-when-requested basis

Pricing Schedule Materials and Parts Excluded Services				
Mark-up Percentage (excluding VAT)				
#	Description	Estimated Value of Materials during the entire Contract Period (A3)	Bidder's Percentage Mark up (VAT excluded) (B3)	Calculated material value C3 = (A3 x B3)
1	Materials and Parts	€ 12,000.00		

TF2 Acceptance and Entry into Contract

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

TF3 Integrity Declaration

I/We herewith enclose integrity certification in accordance with article 7.3 a), 7.3 b) or 7.5 and/or list of owners or board of directors.

TF4 Insurance

Within fourteen (14) calendar days after receipt of written notification of acceptance of my/our bid, I/We will furnish insurance certificate in accordance with item 10 respectively of the draft Services Contract.

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

Print the legal name of the Bidder

Signature of authorized signatory

Signature of authorized signatory

Print name(s) & titles of authorized signatory

Print name(s) & titles of authorized signatory

Signature of Witness



Part 4 – General Instructions

GI1 Responsiveness

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

GI2 Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in article A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Bidders, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

GI3 Bidder's Suggested Improvements During Solicitation Period

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

GI4 Proposal Preparation Cost

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

GI5 Proposal Delivery

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Bidder has sole responsibility for the timely receipt of a proposal by His Majesty and cannot transfer this responsibility to the Government of Canada. His Majesty will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7.

GI6 Validity of Proposal

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

GI7 Rights of Canada

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



7.1.9 not to contract at all.

GI8 Incapacity to Contract with Government

8.1 Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the *Criminal Code*:

8.1.1 Section 121, Frauds upon the Government;

8.1.2 Section 124, Selling or Purchasing Office; or

8.1.3 Section 418, Selling Defective Stores to His Majesty.

(Subsection 750 (3) of the *Criminal Code* prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

GI9 Incurring of Cost

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

GI10 Property of His Majesty

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

GI11 Rights of Unsuccessful Bidders

11.1 Bidders are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Bidders of this tender competition. The keeping of such information by Canada is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Bidders that it will at no time use those materials for any commercial purposes without the written consent of the authors.

GI12 Price Support

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

12.1.1 a current published price list indicating the percentage discount available to the Minister;

12.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;

12.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;

12.1.4 price or rate certification; and

12.1.5 any other supporting documentation as requested by the Minister.

GI13 Bidders Not to Promote Their Interest in This Project

13.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project, except for their response to His Majesty pursuant to this RFP.

GI14 Acceptance of Bids

14.1 Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.



14.2 Bidders must submit a list of sub-contractors on TF2 they propose to use on the Works. The successful Bidder shall not be allowed any subsequent substitution of the submitted list of sub-contractors, unless authorized, in advance in writing by His Majesty.

GI15 Signatures

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

15.1.1 Corporation

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

15.1.2 Partnership

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

15.1.3 Sole Proprietorship

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

15.1.4 Joint Venture

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

GI16 Return of Documents

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

GI17 Interpretation

17.1 In this RFP, "His Majesty", "the Minister" or "Canada" means His Majesty the King in right of Canada, as represented by the Minister of Foreign Affairs.

GI18 Approval of Alternative Material

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

GI19 Bid Security

Not applicable.



Purchasing Office – Bureau des Achats

Department of Foreign Affairs, Trade and Development

125 Sussex Drive
Ottawa Ontario
K1A 0G2
Canada

You are requested to sell to His Majesty the King, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

DRAFT CONTRACT

Services Contract

Name and address of Contractor

(Information to be provided at contract award)

Title HVAC System Maintenance and Service for the Embassy of Canada to Vienna, in Austria	
Contract No.	Project No. N/A
Destination of Goods and/or Services: See herein -	
Invoices to be sent to: See herein	
Departmental Representative: See herein	
Telephone No.: See herein	
Email Address: See herein	
Total Estimated Cost (Applicable taxes incl.)	Currency Euros
Signed for the Minister _____ Signature _____ Date (yyyy-mm-dd)/(aaaa-mm-jj) _____ Name/Nom	
Signed for the Contractor _____ Signature _____ Date (yyyy-mm-dd)/(aaaa-mm-jj) _____ Name/Nom	



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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 sub Contractors;

"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;

"Departmental 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.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

2035 41 (2016-04-04) *Integrity provisions—contract*



4. Security Requirements

4.1 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 escorted by a member of the Canada-based staff (CBS) on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted **with the permission of the Mission Security Officer (MSO) or by CBS as authorized by the MSO and the guards will be under the continuous escort of the MSO or CBS while working within the restricted zone**. Failure to provide a contingent of guards able 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.

5. Term of Contract

5.1 Period of the Contract

The period of the Contract is from date of Contract award to *(To be provided at contract award)* inclusive.

5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1-year 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 the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Authorities and Communication

6.1 Departmental Representative

The Departmental Representative for this Contract is:

(Information to be provided at contract award)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Address: 125 Sussex Drive Ottawa Ontario K1A 0G2

Telephone:

E-mail address:

The Departmental Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Departmental 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 Departmental Representative.

6.2 Communication and Notices

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



6.3 Management of the Contract

Subject to the other provisions of this Article, Departmental 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 Departmental 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 Departmental 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 Departmental Representative.

6.3.1 Contractor's Representative

The Contractor's Representative is:

(Information to be provided 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 Departmental Representative to that effect.

6.3.2 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Departmental Representative and the Contractor's Representative.

6.3.3 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.

7. Payment Terms

7.1 Basis of Payment

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

7.2 Limitation of Expenditure - Regular Maintenance, Inspection, Testing and Remote Verification

Canada's total liability to the Contractor under the Contract must not exceed *(information to be provided at contract award)*.

No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Departmental Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Departmental Representative. The Contractor must notify Departmental Representative in writing as to the adequacy of this sum:



- when it is 75 percent committed, or
- 4 months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

7.3 Limitation of Expenditure - Labor Excluded Services & Materials and Parts Excluded Services

Canada's total liability to the Contractor under the Contract must not exceed (*information to be provided at contract award*).

No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Departmental Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Departmental Representative. The Contractor must notify Departmental Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- 4 months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

7.4 Method of Payment – Monthly Payments

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

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

7.5 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.

7.6 Invoicing Instructions

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 Departmental Representative, 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.

7.6.1 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.

7.7 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.

7.8 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 Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

7.9 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.

8. 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.

9. 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.

10. 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.

11. 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.

11.1 Time of the Essence

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



11.1.1 Excusable Delay

11.1.1.1 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 Departmental 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 Departmental Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Departmental 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.

11.1.1.2 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.

11.1.1.3 However, if an Excusable Delay has continued for 30 Days or more, Departmental 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.

11.1.1.4 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.

11.2 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.

11.3 Successors and Assigns

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

11.4 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.

11.5 Performance of the Work

11.5.1 Independent Contractor

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



11.5.2 Conduct

The Contractor must:

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

11.5.3 Assigned Individuals

If specific individuals are identified in Annex A 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 Departmental 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.

11.5.4 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.

11.5.5 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.

11.5.6 Compliance with Local Law

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

11.5.7 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.

11.5.8 Green Procurement

11.5.8.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

11.5.8.2 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.

11.6 Health and Safety

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

11.7 Suspension and Infraction

11.7.1 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.

11.7.2 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*.

12. Insurance Terms

The Contractor shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) days of execution of this Contract.

The policy shall be issued with a deductible amount of not more than \$2,500.

Unless otherwise directed in writing by the Departmental Representative, the policy required shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.

The costs associated with any insurance coverage required under this Contract shall be part of the quoted price.

13. Governance and Ethics

13.1.1 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.



13.1.2 Incapacity to Contract with the Government

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

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against His Majesty) or section 154.01 (Fraud against His Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against His Majesty or section 418 (Selling defective stores to His Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or
- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

13.1.3 Anti-Terrorism

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

14. Priority of Documents

The Parties agree to be bound by the following documents:

- a) Articles of Agreement;
- b) Supplementary Conditions;
- c) General Conditions 2035 (2022-12-01);
- d) Statement of Work (Annex A);
- e) Basis of Payment (Annex B);
- f) Security Requirements Check List (Annex C);



- g) List of Equipment to be Serviced (Annex D);
- h) Contractor's bid dated (*information to be provided 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.

15. Dispute Resolution

15.1 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.

15.2 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.



ANNEX A - STATEMENT OF WORK (SOW)

1.0 TITLE:

Heating, Ventilation, and Air Conditioning (HVAC) system maintenance and service for the Embassy of Canada to Vienna, in Austria.

2.0 OBJECTIVE:

The HVAC system was installed between 1992 and 1994 in the Chancery located at Laurenzerberg 2,1010 Vienna and needs regular service and maintenance to prevent system failure.

3.0 SCOPE OF WORK:

There will be an inspection of the HVAC system to be carried out 2 (twice) a year in January and July (details of deliverables are listed below under "Inspections include"). The maintenance of the HVAC system will be carried out 2 (twice) a year in April and October (details of deliverables are listed below in "Maintenance includes"). A list of equipment to be inspected and maintained is detailed in Annex D. The system will be checked remotely on a daily basis and any recommended, immediate or urgent tasks identified, authorized by the client will be repaired.

4.0 TASKS, DELIVERABLES AND MILESTONES

The section summarizes the quarterly and daily inspection and maintenance checks that must be completed to ensure the HVAC system functions properly.

The checklist included in Annex D must be completed and filed to document all regular maintenance and testing.

Inspections include, but are not limited, to:

- Visual and acoustic testing of installed parts included in the contract with respect to mechanical function and tightness.
- Checking of the minimum filling level.
- Checking of the level of contamination of filters and strainers (as long as this is possible without disassembling and emptying the system).
- V-belt wearing test.
- Preparation of an inspection report.
- Daily remote system check

Maintenance and inspection include, but are not limited, to:

- Thorough inspection of all parts included in the listed equipment, including any work recommended by the suppliers of the equipment.
- Supply and replacement of V-belts.
- Supply and replacement of non-renewable air filters.
- Cleaning, supply and exchange of dirt filters.
- Supply and yearly replacement of steam cylinders.
- Supply and replacement of fans, fan motors and fire flap motors.
- Disinfection of fan coils.
- Supply and replacement of wearing parts or consumables dry-cleaning of interior and exterior installations, if accessible through inspection doors.
- Lubrication of bearings, testing and adjustment of control and safety mechanisms, if no special tools and knowledge is required to the extent not otherwise specified in the offer.
- Preparation of a maintenance report.
- Daily remote system check



Services which are not included in the contract and charged separately include:

- Services which become necessary as a result of direct or indirect third-party interventions.
- Delivery of services which require additional repair or overhaul of the equipment, based on the present condition.
- Purchase of additional material and workshop repairs as well as replacement of defective equipment.
- Liability for spare parts obtained from a third party. The contractor is responsible to obtain insurance coverage for the parts from the supplier.
- Work and troubleshooting in connection with devices and installations that do not form an integral part of this service contract.
- Elimination of faults in equipment which were caused by external impacts, such as fire, explosion, force majeure, or other reasons that cannot be attributed to the contractor or that are beyond his control.
- Any necessary chemical high-pressure cleaning of heating, air conditioning and heat recovery registers (in case of interior soiling) and addition of materials.
- Emptying, filling and ventilation of pipe work and plant systems due to necessary repairs.
- All the services listed above must be ordered separately by the client and costs are charged separately at the present hourly rate as listed in the Labor Excluded Services Pricing Schedule (Annex B).

List of equipment to be serviced:

Cold Air supply:

Pumps, control valves, servomotor, slanted seat valves, non-return valve, pressure gauge/thermometers, dirt traps, buffer store, reversing valves, compensator, water filters, shut-off elements, expansion vessel.

Fresh air supply:

Short pocket filter elements, heat recovery, cooling register, heat exchanger, fans, servomotors, louver type flaps, canvas-type connection pieces, belt drives, sound absorber, fire protection flaps, steam moistener (maintenance and inspection).

Exhaust air supply:

Short pocket filter elements, louver-type flap, canvas connection piece, belt drive, sound absorber.

Ventilation, heating system:

Pumps, control valves, servomotor, slanted seat valves, non-return valves, pressure gauge/thermometer, dirt trap.

Fan coils:

Fan coils, servomotor heating, servomotor air conditioning, shut-off valves.

Fan coil supply system:

Pumps, control valves, servomotor, slanted heat valves, non-return valves, pressure gauge, thermometers, dirt traps, Cooling units (in the attic of the building).

Wall or window mounted split systems:

Included in the QUARTERLY inspection & maintenance is:

- Inspect filters. Clean or replace as necessary.
- Outdoor condenser coil, air inlet/outlet are free of obstruction.
- Check for excessive vibration and noise of the compressor, evaporator and condenser fans.



- Check compressor intercoolers and aftercoolers (if applicable) for high cooling water temperatures.
- Vacuum air registers and air vents.
- Clean condenser and evaporative coils.
- Clean evaporator drain pan.
- Check for correct amount of refrigerant as per equipment standard.
- Check hose connections and piping for leaks.
- Check fan belts for wear and proper tension as per equipment standard.
- Check the operation and accuracy of thermostats and controls.

Included in the ANNUAL inspection and maintenance is:

- Evaporator and condenser coil fins free of damage.
- Mounting bolts are tight.
- Drive components are not loose and are free of damage.
- Check alignment of drive components.
- Clean evaporator and condenser coil.
- Clean compressor of any debris or dust.
- Clean drain piping.
- Check outdoor unit for signs of corrosion.
- Lubricate fans and compressor motors as necessary.
- Inspect electric terminals, clean and tighten connections, and apply a non-conductive coating if necessary.
- Test for refrigerant leaks using a leak detector.
- Check ducts and seals for air leakage.
- Check the operation and accuracy of thermostats and controls.

5.0 TRAVEL:

There is no travel requirement associated with this contract.

6.0 CONSTRAINTS:

At least two workers of the company must obtain a reliability status (security clearance) in order to perform work in the Embassy. Workers will be escorted by a Canada based staff member for works in the secure areas.

Environmental, and Health & Safety Considerations

The contractor must respect all applicable health and safety standards at all times, including all procedural requirements documented by the suppliers of the equipment.

Note: Prior to any maintenance procedures, shut off and lock out electric power to the equipment that is being serviced.

Note: All oil, refrigerants and other materials being discarded must be disposed of in an environmentally sound manner and their disposition must be recorded.

Note: Use caution when servicing equipment containing refrigerants. In the event of refrigerant leak or spill, follow guidelines provided by the federal government.

7.0 LOCATION OF WORK

Most work will be completed on site at the Embassy of Canada, Laurenzerberg 2, 1010 Vienna. Checks in the remote system can be completed off site.



ANNEX B - BASIS OF PAYMENT

TF1 Firm Price

The Contractor will be paid the following firm all inclusive rate for work performed in accordance with the Statement of Work at Annex A. Any Applicable Tax is extra. All work is to be completed as per the Statement of Work.

Pricing Schedule					
Regular Maintenance, Inspection, Testing and Remote Verification					
#	Period	Firm All-Inclusive Price (excluding VAT)			
		April to June (including Maintenance)	July to September (including inspection)	October to December (including maintenance)	January to March (including inspection)
1	Initial Contract Period – Year 1				
2	Initial Contract Period – Year 2				
3	Option Year 1				
4	Option Year 2				
5	Option Year 3				

TF1.1 The Contractor will be paid the following firm all inclusive hourly rate for work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis.

Pricing Schedule						
Labor Excluded Services						
Firm All-Inclusive Rates (excluding VAT)						
#	Category	Initial Contract Period – Year 1	Initial Contract Period – Year 2	Option Year 1	Option Year 2	Option Year 3
1	Service Engineer					
2	Helper					

TF1.2 The Contractor will be paid the following Mark-Up Allowance for work performed in accordance with the Statement of Work at Annex A, on an as-and-when-requested basis.

Pricing Schedule						
Materials and Parts Excluded Services						
Mark-up Percentage (excluding VAT)						
#	Description	Initial Contract Period – Year 1	Initial Contract Period – Year 2	Option Year 1	Option Year 2	Option Year 3
1	Materials and Parts					

TF1.2.1 Materials and Parts

The material and parts will be paid at the Contractor’s laid down cost plus a mark-up of (*information to be provided at contract award*) percent.

TF1.2.2 Mark-up

The difference between the Contractor’s laid down cost for the product and the resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as purchasing expense, internal handling and general and administrative expenses, less trade discounts, plus a profit.

TF1.2.3 Laid Down Cost

For the purpose of this Contract, “Laid Down Cost” shall be defined as “the cost incurred by the Contractor to acquire a specific product or service for Canada, Delivery Duty Paid (DDP) and GST, HST or VAT extra, if applicable.



TF1.2.4 Cost Limitation

The sum total of the Laid Down Cost and the Mark-up cannot exceed the manufacturers suggested retail price.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



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Security Classification / Classification de sécurité Unclassified

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

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

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Security Classification / Classification de sécurité
Unclassified





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PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
 Non Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

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

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Warren Yeung		Title - Titre DMCO	Signature Yeung, Warren <small>Digitally signed by Yeung, Warren Date: 2023.10.19 15:48:20 +02'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Andrea Kostashuk		Title - Titre MCO/ MSO	Signature Kostashuk, Andrea <small>Digitally signed by Kostashuk, Andrea Date: 2023.10.19 14:53:54 +02'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Meagan Leclair		Title - Titre Procurement Specialist	Signature Leclair, Meagan <small>Digitally signed by Leclair, Meagan DN: C=CA, O=GC, OU=DFAIT- MAECI, OU=PERS, CN=Leclair, Meagan Reason: I am approving this document with my legally binding signature Location: Date: 2024.02.07 13:48:31-05'00' Foxit PDF Editor Version: 12.1.3</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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ANNEX D – LIST OF EQUIPEMENT TO BE SERVICED

Lüftungsanlage 1-7 / Mechanical Rooms 1-7

					Jan	April	July	Oct	
	Anlagenteil	Equipment	Fabrikat / Make	Type	Inspection	Maintenance	Inspection	Maintenance	
Zuluft / Fresh Air Supply	Kurztaschnefilterteil	filters			x	x	x	x	
	Wärmerückgewinnung	heat recovery				x		x	
	Kühlregister	cooling register				x	x	x	
	Wärmetauscher	heat exchange				x	x	x	
	Ventilator	fans			x	x	x	x	
	Stellmotor 24 Volt Heizung	servomotors heating				x		x	
	Stellmotor 24 Volt Kühlung	servomotors cooling				x		x	
	Jalousieklappe	flaps				x		x	
	Segeltuchschutzen	connection pieces				x		x	
	Riementrieb	belts		106-2-SPZ	x	x	x	x	
	Schalldämpfer	dampers				x			
	Brandschutzklappe	fire protection flaps				x			
	Dampbefeuchtung Wartung	Humidifiers service				x		x	
	Dampbefeuchtung Inspektion	humidifiers inspection			x		x		
Abluft / Exhaust Air Supply	Kurztaschnefilterteil	filters			x	x	x	x	
	Ventilator	fans			x	x	x	x	
	Jalousieklappe	flaps				x		x	
	Segeltuchschutzen	connection pieces				x		x	
	Riementrieb	belts		106-2-SPZ	x	x	x	x	
	Schalldämpfer	dampers				x			
Lüftung Heizungssystem / Ventilation Heating System	Pumpe	pumps	Wilo		x	x	x		
	Regulierventil	control valves	Herz		x	x	x		
	Stellmoto	servomotors			x	x	x		
	Schrägsitzventil	slanted seat valves			x	x			
	Rückschlagventil	non-return valves			x	x			
	Manometer / Thermometer	Pressure gauge					x		
		thermometer							
Schmutzfänger	Dirt traps				x		x		
Fan - Coil / Fan Coils	Fan - Coil	fan coil	Waema			x	x	x	
	Stellmotor Heizung	servomotors, heating				x		x	
	Stellmotor Klima	servomotors, air conditioning				x		x	



	Absperrventile	shut –off valves				x		x
Fan Coil Versorgung / Fan Coil Supply	Pumpe	pumps	Wilo	IPN 50/224-1.5 Z4	x	x	x	x
	Reguliertventil	control valves	Herz		x	x	x	x
	Stellmotor	servo motor	Steaffa		x	x	x	x
	Schrägsitzventil	slanted seat valve	Herz			x		x
	Rückschlagventil	non return valve				x	x	x
	Manometer / Thermometer	pressure gauge/ thermometer				x		x
	Schmutzfänger	dirt trap				x		x
Kälteanlage / Cooling unit	Wartung	service	Trane	CGCD 109 E		x		x
	Inspektion	inspection			x		x	
	Inspektion inkl. Druckprobe gemäß § 17	Inspection Incl. tightness check according to § 17					x	x
	Wartung	service	Trane	CGCE 102 E		x		x
	Inspektion	inspection			x		x	
	Inspektion inkl. Druckprobe gemäß § 17	Inspection Incl. tightness check according to § 17					x	x
Wall or window mounted split units	Wartung	service				x		x
	Inspektion	inspection			x		x	
Kälteversorgung / Cold Air Supply	Pumpe	pumps	Wilo	IPN 40 bis 80	x	x	x	x
	Reguliertventil	control valve			x	x	x	x
	Stellmotor	servomotors			x	x	x	x
	Schrägsitzventil	slanted seat valves				x		x
	Rückschlagventil	non-return valve				x		x
	Manometer / Thermometer	pressure gauge/ thermometer				x		x
	Schmutzfänger	dirt traps		DN 40 bis 80		x		x
	Pufferspeicher	buffer store		1500 Liter	x	x	x	x
	Umschaltventil	reversing valve		DN 125	x	x		x
	Kompensator	compensator		DN 65 DN125	x	x		x
	Schmutzfänger	dirt trap		DN 125		x		x
	Wasserfilter	water filter	HL	DN 125		x		x



	Absperrorgane	shut off elements		DN 65 bis DN 125		x		x
	ADG	boiler	PND	80 Liter	x	x	x	x
	Begleitheizung	frost-protection heating equipment				x		x