



**C. ARTICLES OF AGREEMENT**

**C1. DEPARTMENTAL REPRESENTATIVE**

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**DRAFT**

**Standing Offer  
and Call-up authority**

Between

**Her Majesty the Queen in right of  
Canada** (referred to herein as "Her  
Majesty") represented by the Minister of  
Foreign Affairs (referred to herein as the  
"Minister")

and

(INSERT FULL LEGAL NAME OF  
CONTRACTOR)  
(INSERT ADDRESS OF  
CONTRACTOR)  
(referred to herein as the "Contractor")

for

Performance of the Work described in  
Appendix "A" – Statement of Work on an "as  
and when requested basis"

**THIS IS NOT A CONTRACT**

<b>C2. TITLE</b> ARCHITECTURE & ENGINEERING SERVICES		<b>C3. DATE</b>
<b>C4. STANDING OFFER PERIOD</b> Start: _____ End: _____		
<b>C5. STANDING OFFER NUMBER</b> ARB-INTL-AESVC-13066/XX		<b>C6. PROJECT NUMBER</b> N/A
<b>C7. STANDING OFFER DOCUMENTS</b> <ol style="list-style-type: none"> <li>1. Call-Up Against Standing Offer (Section "IV")</li> <li>2. These Articles of Agreement</li> <li>3. Supplementary Conditions (Section "II")</li> <li>4. Standing Offer Particulars (Section "I")</li> <li>5. General Conditions of Call-ups (Section "III")</li> <li>6. The Request for Standing Offer</li> <li>7. The Proponent's Proposal to the RFSO</li> <li>8. Description of Services (Appendix "A")</li> <li>9. Travel Directive (Appendix "B")</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<b>C8. STANDING OFFER AMOUNT</b> Her Majesty shall pay the Proponents the actual amount of work authorized in each call-up, up to a maximum sum of \$500,000.00 for all Standing Offer Agreements combined.  Payments are in CANADIAN CURRENCY, exclusive of VAT and shall be made in accordance with the Standing Offer Particulars (Section "I") and <b>GC20 Payment</b> .		
<b>C9. CALL-UP LIMITATION</b> N/A		
<b>C10. INVOICES FOR CALL-UPS</b> Two (2) copies are to be sent to the Departmental Representative showing: <ol style="list-style-type: none"> <li>a. the amount of the progress payment being claimed for Services satisfactorily performed;</li> <li>b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation;</li> <li>c. the date;</li> <li>d. the name and address of the consignee;</li> <li>e. description of the Work performed;</li> <li>f. the Project name; and</li> <li>g. the Standing Offer number.</li> </ol>		
<b>C11. GOVERNING LAWS</b> Laws in force in the Province of Ontario, Canada		
<b>FOR THE PROPONENT</b>  _____ <b>Signature</b> <span style="float: right;">_____</span> <b>Date</b>  _____ <b>Print Name and Capacity</b>		Corporate Seal
<b>FOR THE MINISTER</b>  _____ <b>Signature</b> <span style="float: right;">_____</span> <b>Date</b>  _____ <b>Print Name and Capacity</b>		

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**SECTION "I" – STANDING OFFER PARTICULARS****SP1 STANDING OFFER (SO)**

A Standing Offer is not a contract and does not represent the commitment of funds by Her Majesty or the commitment to use any organization on the SO List;

A contractual obligation will come into force when there is Work authorized against the SO by the issuance of a Call-Up against the SO and only to the extent designated in the authorization;

Her Majesty's liability under this arrangement shall be limited to the actual amount of Work authorized in the Call-Ups (Contracts) and performed within the terms and conditions specified;

The terms and conditions set out herein will form part of, and shall be incorporated into, any and all the resulting Call-Ups (Contracts); and

The Proponent shall perform and complete with care, skill, diligence and efficiency the Work that is described in each Call-Up (Contract) issued and authorized against the SO.

**SP2 STANDING OFFER PROCESS**

- a. The Standing Offer method of supply is essentially a two Phase procurement process.
- b. Phase I is the issuance of an RFSO to Suppliers, and the issuance, following evaluation of the offers received in response to the RFSO in accordance with the terms and conditions of the RFSO, of one or more SOs to Qualified Supplier(s).
- c. It is expected that no more than Three (3) SOs will be established as a result of this RFSO.
- d. If no more than three responsive offers are received, Canada reserves the right to issue less than three (3) Standing Offers or to cancel this solicitation.
- e. Once the Qualified Supplier(s) has been established and an appropriate Standing Offer entered into with the Qualified Supplier(s), Phase II begins through the issuance of separate Call-Ups, on an as-and-when-requested basis for the required Services in accordance with the terms and conditions of the Standing Offers and Her Majesty's procurement policies. These Call-Ups form a contractual agreement between Her Majesty and the Qualified Supplier(s) for the Services offered.
- f. The Standing Offer will be available for use upon signature by Her Majesty and will be effective on the same date. A Supplier will be considered to have been added to the Qualified Suppliers list upon signature of the Standing Offer. The issuance of Standing Offers does not oblige Canada to issue Call-Ups to Contract for any of the Services described in SOs or to spend any monies whatsoever.
- d. Call -Ups will be issued on a competitive basis to the Qualified Supplier determined by Percentage basis, through the issuance of separate Call-Ups, on an as-and-when-requested basis for the required Services. It is the intention of Her Majesty to request a volume of 50% of the total value of the SO from the first ranked Qualified Supplier for the provisions of services, a volume of 30% from the second ranked Qualified Supplier, and 20% from the third ranked Qualified Supplier. If only two firms qualify it is the intention of Her Majesty to request a volume of 60% of the total value of the SO from the first ranked Qualified Supplier, and a volume of 40% from the second ranked Qualified Supplier. Each call-up will be issued on a rotational basis, with the first call-up issued to the first ranked Qualified Supplier, and so on. At such time the volume percentage is consumed for a Qualified Supplier, the rotation will continue amongst the Suppliers with volume percentage remaining. Each Call-Up issued in accordance with the resulting SO shall be subject to the terms and conditions stated in the SO.
- e. If two standing offers are issued, the highest ranked Qualified Supplier will receive 60% of the work, the second highest Qualified Supplier will receive 40% of the work.

- g. If one Standing Offer is issued, the highest ranked Qualified Supplier will receive 100% of the work.
- h. The Qualified Supplier will have two (2) business days to respond to the request unless otherwise directed by the Departmental Representative. No response within the two (2) business days, or the specified time, will be considered as a refusal to complete the work. A refusal to complete the work may be grounds for receiving a non-performance strike as per SC4 of the Draft Standing Offer and Call-up Authority.
- i. In response to the call-up, a Qualified Supplier shall present the Departmental Representative a proposed work plan (including staff to work on the call-up and devoted hours, and schedule of deliverables), and estimated call-up value.

**SP3 OPTIONS**

Her Majesty may, at Her sole discretion, extend the period of this Standing Offer by one (1) year. The Proponent agrees that, during the extended period, the prices will be in accordance with SP4.

**SP4 BASIS OF PAYMENT – FIRM FIXED PER DIEM RATE**

Type of Personnel	Firm Fixed Per Diem Rates, GST/HST Excluded in CAD		
	SO Year 1	SO Year 2	Option Year 1
Senior Architect (lead and backup)			
Intermediate Architect			
Technologist			

**ADMIN COSTS WILL NOT BE REIMBURSED SEPARATELY**

Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{firm fixed per diem rate}}{7.5 \text{ hours}}$$

**SP5 DISBURSEMENTS**

1. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
  - a. standard office expenses such as any photocopying, computer costs, Internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
  - b. courier and delivery charges for deliverables specified in the Project Brief;

- c. plotting;
  - d. presentation material;
  - e. local project office.
2. Subject to any provisions specifically to the contrary in the Supplementary Conditions, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
  - a. reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Project Brief;
  - b. transportation costs for material samples and models additional to that specified in the Project Brief;
  - d. other disbursements made with the prior approval and authorization of the Departmental Representative.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable
4. shall not exceed the amount entered in the Agreement Particulars, without the prior authorization of the Departmental Representative.

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**SECTION "II" – SUPPLEMENTARY CONDITIONS****SC1 - Travel****TRAVEL AND LIVING EXPENSES**

Travelling and living expenses will be in accordance with the rates and conditions that are specified in the Treasury Board Travel Directive. Airfare shall be limited to full-fare economy class only. Contractors are required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon approval of this agreement, in order to take advantage of the lowest fares. The Department of Foreign Affairs, Trade and Development Canada retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the contractor, where this is company policy. All traveling and living expenses must be pre-approved by DFATD.

All airfare, accommodations, meals and incidentals receipts must be provided with invoice in order to be reimbursed for these expenditures. Meals and incidentals will only be paid up to the amount referenced in Treasury Board Travel Directive Appendix "D" Allowances.

Contractor (or contractor's employee) is to be cleared for international travel at all times. The maximum number of hours paid per day while in transit will be 12 hours at regular rate regardless of time in transit. Travel will be completed without layovers.

For budgeting purposes prior to issuance of the call up, the contractor shall provide an estimate of the costs based on the scope of work for the specific call up.

As per the TB travel directive, costs for travel visas and travel immunizations are the responsibility of the Contractor and not reimbursable expenses.

Travel and living expenses will be in accordance to the rates and conditions that are specified in the Treasury Board Travel Directives found at:

[HTTP://WWW.NJC-CNM.GC.CA/DIRECTIVE/TRAVEL-VOYAGE/S-TD-DV-A4-ENG.PHP](http://www.njc-cnm.gc.ca/directive/travel-voilage/s-td-dv-a4-eng.php)

**SC2 – SECURITY REQUIREMENT**

The Contractor must at all times during the performance of the Contract, hold a valid Security Clearance at the level of SECRET, issued by the Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CISD/PWGSC.

The Contractor MUST NOT remove any CLASSIFIED information from the identified work site(s) and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor must comply with the provisions of the:

- (a) THS Generic Security Requirements Check List EN578-060502/B, attached at Annex "B" of Part A of the Contractor's Supply Arrangement for Temporary Help Services, incorporated herein by reference.
- (b) Industrial Security Manual (latest edition)

**SC3 – PROJECT RESPONSE TIME REQUIREMENTS**

It is a requirement of all projects covered under this contract that the prime consultant and any proposed sub-consultants should be personally available to attend meetings and respond to inquiries within 12 hours of the Departmental Representatives request.

**SC4 – NON-PERFORMANCE**

The Departmental Representative shall monitor the performance of the Contractor throughout the period of the Standing Offer. Up to ten (10) non-performance "strikes" may be issued to a Contractor by the Departmental Representative. Examples of non-performance include, but are not necessarily limited to, the following:

- a. No response as a result of a request for Call-up;
- b. Inexcusable delays caused by the Contractor related to the schedule of Deliverables in a resulting call-up;
- c. No response as a result of a consistent effort on behalf of Her Majesty to communicate with the supplier.
- d. Failure by the Qualified Supplier to provide final written reports and/or studies within the allotted timeframe as stipulated in the approved Call-up schedule

Should a Qualified Supplier reach the maximum number of strikes during the Standing Offer period, Her Majesty, upon an acceptable and reasonable review of the non-performance issues, for that reason alone, may revoke the Standing Offer from the Qualified Supplier.

## SECTION "III" – GENERAL CONDITIONS OF CALL-UPS

<b>GC1</b>	<b>INTERPRETATION</b>		
	In the present Standing Offer,		Minister, and any assignment made without that consent is void and of no effect.
<b>GC1.1</b>	"Standing Offer (SO)": A Standing Offer (SO) is not a Contract. It is an Offer made by an Offeror (a Supplier or a Provider) for the provision of certain Services to clients at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for acceptance by authorized user(s) on behalf of the Minister during a specified period of time. A separate Contract is formed each time a Call-Up for the provision of goods and/or services is made against a Standing Offer.	<b>GC4.2</b>	No assignment of the Call-Up shall relieve the Contractor from any obligation under the Call-Up or impose any liability upon Her Majesty or the Minister unless otherwise agreed to in writing by the Minister.
<b>GC1.2</b>	"Call-Up" and "Contract" means an order issued under the authority of a duly authorized user against a particular Standing Offer. Communication of a Call-Up against a Standing Offer to the Offeror constitutes acceptance of the Standing Offer to the extent of the Goods, Services, or both, being ordered and causes a Contract to come into effect.	<b>GC5</b>	<b>TIME OF THE ESSENCE</b>
<b>GC1.3</b>	"invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter;	<b>GC5.1</b>	Time is of the essence of the Call-Up.
<b>GC1.4</b>	"Minister" means Minister of Foreign Affairs and any person duly authorized to act on behalf of the Minister.	<b>GC5.2</b>	Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been foreseen and could not have been avoided by the Contractor by means reasonably available to the Contractor, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
<b>GC1.5</b>	"Work", unless otherwise expressed in the Standing Offer, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;	<b>GC5.3</b>	The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay. Any additional costs caused by the delay shall be supported by the Contractor.
<b>GC1.6</b>	"Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Standing Offer. A Departmental Representative may from time to time act as a Technical Authority;	<b>GC5.4</b>	Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
<b>GC1.7</b>	"Technical Authority" (also sometimes referred to as "Project Authority"): Canada's agent in charge of inspecting the accuracy of any aspects of the Work as described in the Statement of Work.	<b>GC5.5</b>	Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.
<b>GC1.8</b>	"Days" means continuous calendar days, including weekends and statutory public holidays.		
<b>GC1.9</b>	The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation;		
<b>GC1.10</b>	In the Standing Offer, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.	<b>GC6</b>	<b>INDEMNIFICATION</b>
<b>GC2</b>	<b>INFORMATICS SECURITY</b>	<b>GC6.1</b>	The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Work furnished to, or in respect of which any payment has been made by Canada.
<b>GC2.1</b>	In accordance with the departmental informatics security policy, all diskettes, whether software or data must be scanned for viruses. The approval of the Information Management & Technology Bureau / SXD must be obtained prior to loading any software, computer programs or data onto any departmental computer.	<b>GC6.2</b>	The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in
<b>GC2.2</b>	Non-compliance with this requirement could result in your organization being excluded from consideration for future work contracted by Foreign Affairs, Trade and Development Canada.		
<b>GC3</b>	<b>SUCCESSORS AND ASSIGNS</b>		
	The Call-Up shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.		
<b>GC4</b>	<b>ASSIGNMENT</b>		
<b>GC4.1</b>	The Call-Up shall not be assigned in whole or in part by the Contractor without the prior written consent of the		

	respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.		Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
<b>GC6.3</b>	The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.	<b>GC8.6</b>	The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC8 except as expressly provided therein.
<b>GC6.4</b>	The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Minister, the Contractor agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.	<b>GC9</b> <b>GC9.1</b>	<b>TERMINATION DUE TO DEFAULT OF CONTRACTOR</b> Her Majesty may, by notice to the Contractor, terminate the whole or any part of the Work if: <ul style="list-style-type: none"> <li>a. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or</li> <li>b. the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.</li> </ul>
<b>GC7</b> <b>GC7.1</b>	<b>NOTICES</b> Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by email or by fax addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by email and, by fax, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.	<b>GC9.2</b>	In the event that Her Majesty terminates the Work in whole or in part under GC9.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the Work.
<b>GC8</b> <b>GC8.1</b>	<b>TERMINATION OR SUSPENSION</b> The Minister may, by giving notice to the Contractor, terminate or suspend the Work with respect to all or any part or parts of the Work not completed. The Contractor shall proceed to complete parts of the work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.	<b>GC9.3</b>	Upon termination of the Work under GC9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. Her Majesty shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the Work.
<b>GC8.2</b>	All Work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract.	<b>GC9.4</b>	The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
<b>GC8.3</b>	All work not completed before the giving of such notice shall be paid by Her Majesty to the Contractor on the following terms: <ul style="list-style-type: none"> <li>a. the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining Cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;</li> <li>b. all Costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Contractor with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination; and</li> <li>c. where Her Majesty pays for costs for inventory under GC8, this inventory shall vest with Her Majesty.</li> </ul>	<b>GC9.5</b>	If, after the Minister issues a notice of termination under GC9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.
<b>GC8.4</b>	Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the party thereof so terminated.	<b>GC10</b>	<b>APPROPRIATION</b> In accordance with Section 40 of the Financial Administration Act, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
<b>GC8.5</b>	The Contractor shall not be entitled to be reimbursed any amount which, when taken together with any amounts paid or becoming due to the Contractor under the		



<p><b>GC11 MEMBERS OF THE HOUSE OF COMMONS</b> No member of the House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.</p>	<p><b>GC15.2</b></p>	<p>has the obligation to respect any other warranty provided for by law.</p> <p>In the event of a defect or non-conformance in any part of the Work during the warranty period defined in GC15.1 and GC15.5, the Contractor, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make the part of the Work found to be defective or not in conformance with the requirements of the Contract.</p>
<p><b>GC12 ACCOUNTS AND AUDIT</b> <b>GC12.1</b> The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Minister, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of six (6) years after final payment under this Contract, or until the settlement of all outstanding claims and disputes, whichever is later.</p>	<p><b>GC15.3</b></p>	<p>The Work or any part thereof found to be defective or non-conforming shall be returned to the Contractor's plant for replacement, repair or making good; provided that, when in the opinion of the Minister it is not expedient to remove the Work from its location, the Contractor shall carry out any necessary repair or making good of the Work at that location, and to the extent the defect does not occur during the warranty period, shall be paid the fair and reasonable Cost (including reasonable traveling and living expenses) incurred in so doing, with no allowance therein by way of profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.</p>
<p><b>GC12.2</b> All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in GC12.1 be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish all such information as the representatives of the Minister may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.</p>	<p><b>GC15.4</b></p>	<p>Canada shall pay the transportation cost associated with returning any Work or part thereof to the Contractor's plant pursuant to GC15.3, and the Contractor shall pay the transportation cost associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point specified in the Contract, or such lesser cost as may be required to transport the Work or part thereof to another location directed by the Departmental Representative.</p>
<p><b>GC13 CONFLICT OF INTEREST</b> <b>GC13.1</b> The Contractor declares that the Contractor has no interest in the business of any third party that would cause a Conflict of Interest or seem to cause a Conflict of Interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.</p>	<p><b>GC15.5</b></p>	<p>The warranty period set out in GC15.1 shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non-conformance referred to in this section, less the duration of any delay by Canada in informing the Contractor of the defect or non-conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part remaining, including any such extension.</p>
<p><b>GC13.2</b> It is a term of this Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.</p>	<p><b>GC15.6</b></p>	<p>The warranties set out in GC15.1 shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to GC15.2, for the greater of</p> <ol style="list-style-type: none"> <li>a. the warranty period remaining under GC15.5, or</li> <li>b. ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.</li> </ol> <p>All of the provisions of GC15.2 to GC15.6 inclusive apply, with such minimum changes as the context may require, to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.</p>
<p><b>GC14 CONTRACTOR STATUS</b> This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the purpose(s) of delivering a good or goods and/or providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.</p>	<p><b>GC16 AMENDMENTS AND WAIVERS</b> <b>GC16.1</b></p>	<p>No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Contractor.</p>
<p><b>GC15 WARRANTY</b> <b>GC15.1</b> Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for a period of twelve (12) months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Property, the Contractor's warranty shall extend only to its proper incorporation into the Work. In addition, the Contractor</p>	<p><b>GC16.2</b></p>	<p>While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with GC16.1.</p>
<p></p>	<p><b>GC16.3</b></p>	<p>No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Departmental Representative and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.</p>

<b>GC16.4</b>	The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.	<b>GC20.6</b>	her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
<b>GC17</b>	<b>ENTIRE AGREEMENT</b> The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.	<b>GC21</b>	<b>INTEREST ON OVERDUE ACCOUNTS</b> For the purposes of this section: a. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association. b. "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable; c. an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and d. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable. e. Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor. f. Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Contractor. g. Canada shall not be liable to pay interest on overdue advance payments.
<b>GC18</b>	<b>OFFICIAL LANGUAGE</b> In accordance with the Official Languages Act, any survey, questionnaire, report or other forms may be required to be conducted and prepared in both Official Languages at the discretion of the Departmental Representative.	<b>GC22</b>	<b>GOODS AND SERVICES TAX / HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES</b>
<b>GC19</b>	<b>CONFIDENTIAL INFORMATION</b>	<b>GC22.1</b>	All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.
<b>GC19.1</b>	Any information of a character confidential to the affairs of Her Majesty to which the Contractor, or any officer, servant or agent of the Contractor becomes privy as a result of the Work to be performed under this Contract, shall be treated as confidential, during as well as after the performance of the said Services.	<b>GC22.2</b>	The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT, or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.
<b>GC19.2</b>	All persons working through Foreign Affairs, Trade and Development Canada on a Contract basis must sign a declaration of secrecy, and consent to be cleared through a security check to the level designated for the work assignment. Rights to access Foreign Affairs, Trade and Development Canada premises and material shall cease with the termination of the Contract.	<b>GC23</b>	<b>INCAPACITY TO CONTRACT WITH GOVERNMENT</b>
<b>GC20</b>	<b>PAYMENT</b>		
<b>GC20.1</b>	Payments under this Contract except advance payments, shall be conditional upon performance, completion and delivery of the Work, or any part of the Work to the satisfaction of the Minister but subject to the submission to the Departmental Representative of a claim for payment.		
<b>GC20.2</b>	Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made: a. in the case of an advance payment, within thirty (30) days of the signing of this Contract by both parties or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, b. in the case of progress payment, within thirty (30) days following the date of receipt of a duly completed Work or progress report or within thirty (30) days of receipt of an invoice requesting payment, whichever is later, and c. in the case of a final payment, within thirty (30) days following the date of receipt of the completed Work or within thirty (30) days of receipt of an invoice requesting payment whichever is later.		
<b>GC20.3</b>	For purposes of this Contract, a full day is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.		
<b>GC20.4</b>	If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.		
<b>GC20.5</b>	If Her Majesty has any objections to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as		

	The Contractor certifies that the Contractor, including the Contractor's officers, agents and employees, has not been convicted of an offence under the following provisions of the Criminal Code:		provisions of the Contract relating to default by the Contractor, and therefore to recover damages from the Contractor, including reprourement costs arising out of such a termination.
	<ul style="list-style-type: none"> <li>a. Section 121, Frauds upon the Government;</li> <li>b. Section 124, Selling or Purchasing Office;</li> <li>c. Section 418, Selling Defective Stores to Her Majesty;</li> <li>d. (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.)</li> </ul>	<b>GC26.3</b>	The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site: <a href="http://www.dfaic.gc.ca/trade/sanctions-e.asp">www.dfaic.gc.ca/trade/sanctions-e.asp</a>
<b>GC24</b>	<b>CERTIFICATION - CONTINGENCY FEES</b>	<b>GC26.4</b>	Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Contractor, but the Contractor agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Contractor waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Contractor's reliance on the text of a regulation as reproduced on the electronic bulletin board.
<b>GC24.1</b>	The Contractor certifies that it has not directly or indirectly paid or agreed to pay any covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.	<b>GC26.5</b>	If the Contract is concluded prior to the imposition of a sanction as described in GC26.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.
<b>GC24.2</b>	All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provision of the Contract.	<b>GC27</b>	<b>STATUS AND REPLACEMENT OF PERSONNEL</b>
<b>GC24.3</b>	If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default or recover from the Contractor by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.	<b>GC27.1</b>	If at any time during the period of the Contract the Contractor is unable to provide the Services of any person who must perform the Work in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give notice to the Minister of: <ul style="list-style-type: none"> <li>a. the reason for the removal of the person from the Work;</li> <li>b. the name, qualifications and experience of the proposed replacement person; and</li> <li>c. proof that the person has the required security clearance granted by Canada, if applicable.</li> </ul>
<b>GC24.4</b>	In this section: <ul style="list-style-type: none"> <li>a. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.</li> <li>b. "employee" means a person with whom the Contractor has an employer/employee relationship.</li> <li>c. "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes an individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th supplement) as the same may be amended from time to time.</li> </ul>	<b>GC27.2</b>	The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection (1), secure a further replacement.
<b>GC25</b>	<b>PROVINCIAL SALES TAX</b>	<b>GC27.3</b>	The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.
	The property and/or services ordered/purchased hereby are for the use of, and are being purchased by Foreign Affairs and International Trade Canada with Her Majesty's funds, and are therefore not subject to visible Provincial Sales Tax.	<b>GC27.4</b>	If the Contractor intends to use any person in fulfillment of this Contract who is or who is not an employee of the Contractor, the Contractor hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the Work and, the Contractor has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the work to be performed in fulfillment of this Contract.
<b>GC26</b>	<b>INTERNATIONAL SANCTIONS</b>	<b>GC28</b>	<b>NO BRIBE</b>
<b>GC26.1</b>	From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier Subcontractors.		The Contractor represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
<b>GC26.2</b>	The Contractor agrees that Canada relies on the Contractor's undertaking in subsection (1) to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the	<b>GC29</b>	<b>SEVERABILITY</b>
		<b>GC30</b>	If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.
		<b>GC30.1</b>	<b>COPYRIGHT</b> In this section,

<p>a. "Material" includes anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation;</p> <p>b. "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.</p> <p><b>GC30.2</b> Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and the following notice:</p> <p><b>GC30.3</b> HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)</p> <p><b>GC30.4</b> At the completion of the Contract, or at such other time as the Contractor or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.</p> <p><b>GC30.5</b> Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.</p> <p><b>GC30.6</b> The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.</p> <p><b>GC30.7</b> At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work, or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.</p> <p><b>GC30.8</b> If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.</p> <p><b>GC31</b> <b>COMPLIANCE WITH NETWORK ACCEPTABLE USE POLICY</b> The Contractor must at all times during the performance of the Work comply with the Policy on the Use of the DFATD Electronic Networks. A Contractor who does not abide by the terms and conditions of the policy may be subject to termination of the Contract as per GC8.</p> <p><b>GC32</b> <b>HANDLING OF PERSONAL INFORMATION</b> The Contractor acknowledges that DFATD is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act.</p>	<p>The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of DFATD, and the Contractor shall have no right in or to that information. The Contractor shall deliver to DFATD all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to DFATD, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.</p> <p><b>GC33</b> <b>LANGUAGE</b> The language of communication between Her Majesty and the Contractor shall be English or French.</p> <p><b>GC34</b> <b>PROACTIVE DISCLOSURE</b> The Government of Canada is committed to publicly disclose all Contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement Contracts for goods and services. It is a term of this Contract that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site <a href="http://www.fac-aec.gc.ca/department/disclosure/menu-en.asp">http://www.fac-aec.gc.ca/department/disclosure/menu-en.asp</a>. Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.</p>
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## Call-up Against Supply Arrangement

## Commande subséquente à un arrangement en matière d'approvisionnement

<b>Project/Ship to - Expédier à</b>	<p><b>To the supplier:</b> Your supply arrangement referred to below is hereby accepted as follows: You are required to supply the services shown below at the prices or pricing basis and in accordance with the other terms and conditions stated in the supply arrangement. Only services included in the supply arrangement shall be supplied against this call-up.</p> <p><b>Au fournisseur:</b> Votre offre à arrangement en matière d'approvisionnement, dont le numéro figure plus bas, est acceptée selon les modalités suivantes: Vous devez fournir les biens ou services indiqués ci-dessous aux prix ou selon les modalités de prix et en conformité des autres conditions stipulés dans l' arrangement en matière d'approvisionnement. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l' arrangement en matière d'approvisionnement.</p>
<b>Supplier - Fournisseur</b>	<p><b>Security:</b> This call-up includes security provisions. <input type="checkbox"/> No Non</p> <p><b>Sécurité :</b> Cette commande comprend des exigences en matière de sécurité. <input type="checkbox"/> Yes Oui</p>

Invoices are to be addressed in accordance with: Adresser les factures selon:

The detailed instructions in the supply arrangement  
Les instructions détaillées de l' arrangement en matière d'approvisionnement

The address shown in the "Ship to" block  
L' adresse indiquée dans la case « Expédier à »

Special instructions below  
Les instructions particulières ci-dessous

All invoices and travel costs must show the following reference numbers.

Financial Code(s) - Code financier(s)

Supply Arrangement No. - N° d'arrangement en matière d'approvisionnement	Requisition no. - N° de commande Client Order. Off. - Bur. dem. YY - AA Serial no. - N° de série	Reference No. / CALL-Up No. N° de référence / N° commande subséquente
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Start Date:

Completion Date:

Item No. N° de L'art	Item Description/ Description de l'article	Qty Qté	Unit Price Prix unitaire (\$)	VAT	Extended Price Prix calculé (\$)
Special Instructions - Instructions particulières				Total Price (before taxes) Prix total (avant taxes)	
				GST/HST Amount Montant TPS/TVH	
				Total Extended Price Prix calculé total	

For further information call - Pour renseignements supplémentaires

Name - Nom Marie-Louise Gidaro	Telephone No. - N° de téléphone 343-203-0889
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For the Consultant's	Approved for the Minister - Approuvé pour le Ministre
Signature (Mandatory) _____ Date _____	Signature (Mandatory) _____ Date _____
Print Name (Mandatory -) _____	Print Name (Mandatory -) _____

## APPENDIX "A"

## DESCRIPTION OF SERVICES

**PROJECT BACKGROUND**

The Department of Foreign Affairs, Trade and Development (DFATD) and the Physical Resources Bureau (ARD) are responsible for all property portfolios abroad. DFATD requires firms to provide Architectural services for DFATD Embassy / Consulate projects in various locations around the world.

Projects will vary in size and complexity and may be for new or existing chanceries. Some may be a new fit-up in a leased building while other types of projects could be stand-alone Chanceries or mission compounds.

Through the acceptance of a call-up, the SOA holder will be required but not limited to perform any or all of the work described herein. The specific work requirements will be defined in each call-up issued.

**STATEMENT OF WORK**

The Consultant shall perform and complete the work as described herein.

**1. Objective of the Work:**

To provide Architectural Services for such as but not limited to:

- Pre-Design
- Schematic design
- Design Development

To provide Advisory services such as but not limited to:

- Heritage consulting
- Acoustic analysis and recommendations
- Lighting design
- Input into feasibility studies
- Technical issues resolution,

**2. Project Location:**

The work shall be performed in Ottawa and under exceptional circumstances possibly require travel to locations abroad.

**3. Tasks to be performed:**

Tasks are project specific and to be determined in each call-up request by DFATD Architect within the context of the Statement of Work.

**4. Time frame:**

It is a requirement of all work covered under this contract that the Contractor and any sub-consultants be personally available to attend meetings and respond to inquiries within half (1/2) a day of the departmental representative's request in the locality of the place of work from the date of the award of the consultant call-up.

**5. Required resources:**

Senior and intermediate Architects licensed to practice in any of the provinces/territories of Canada supported by Technologists and administration as necessary.

**6. Contractor's responsibilities:**

The Contractor shall communicate with the DFATD Architect only unless instructed otherwise in order to facilitate the performance of the work;  
Contractor shall submit three (3) hard copies of any documentation and a single CD of same.

7. DFATD support, documentation to be provided
- DFATD subject matter experts will be available in order to provide support and information regarding Departmental regulations and Treasury Board policies (if required).
  - All project documentation will be made available (if available) to the Contractor such as:
    - i. Canadian Chancery and Official residence Project brief.
    - ii. Canadian Chancery and Official residence Functional Programme.
    - iii. Other relevant documents project specific
8. **Constraints:**  
Embassies are building types having stringent security design requirements.  
Designers, landlords, and developers are located outside Canada.
9. **Deliverables:**  
As defined by the Call-up and per Statement of Work and Required Services.
10. **Travel:**
- Travel to various locations may be required.
  - If necessary, arrangements for travel, accommodations and meals must be undertaken by the Consultant and shall follow Treasury Board policies.
  - Original invoices must be submitted and approved by DFATD.
  - Necessity of anticipated travel is specific to each projects and to be confirmed by DFATD point of contact.

**SECURITY REQUIREMENTS:**

The Contractor personnel and/or other persons including sub-contractors and any other person involved in the work shall hold a valid personnel security screening at the level of SECRET or above at all times during the performance of the call-up if access to Foreign Affairs, Trade and Development Canada is required for the performance of the Work. The requirement for a Secret Security Clearance must be demonstrated by the successful proponent before call-up award. The security screening level required is granted by the Canadian & International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada (PWGSC).

**REQUIRED SERVICES:**

- RS 1 Pre-Design Services
- 1.1 Intent  
To investigate, evaluate study, analyse and recommend.  
Deliverables:
- Detailed Investigation reports
  - Feasibility studies / options analysis
  - Sustainability strategies and reports
  - Facility Equipment evaluation and reports
  - Heritage investigation / study / analysis
- RS 2 Schematic Design Services
- 2.1 Intent  
To prepare and explore design options on the basis of design and program objectives in sufficient detail to illustrate the design concept and to demonstrate compliance with the project brief.
- 2.2 Deliverables
- Schematic design drawings
  - Description of options with recommendation for preferred solution

## RS 3 Design Development Services

## 3.1 Intent

To further develop the Schematic Design.

The Design Development documents consist of drawings and other documents to fully describe the size and character of the entire project as related to Architecture, materials and such other elements as may be appropriate.

## 3.2 Deliverables

- Floor plans
- Building sections
- Demolition plans
- Millwork and finishing details
- Reflected ceiling plans
- Elevations
- Finish and colour schedules
- Door schedules
- Outline specifications



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## Appendix "B"

### Travel Directive for Person Under Contract with the Canadian Federal Government

#### As per Treasury Board Directive

#### *Persons on contract*

##### **1 Identify travel costs in contract**

The authority to enter into a contract with persons outside the Public Service is contained in the *Contracting Policy*. The rates and allowances to be reimbursed for government business travel are stipulated in Appendices B, C and D of the *Travel Directive*. Travel expenses must be treated as an amount payable under the contract for services rendered. All travel expenses payable should be specified and the costs should be included as part of the overall cost of the contract. Only original receipts will be accepted from consultants; photocopies of hotel bills, air tickets, etc. are not claimable.

##### **2 Amounts payable**

Where a contract specifies that "travel is in accordance with the *Travel Directive*", it refers strictly to the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D, and to those policy provisions referring to "travellers" rather than those referring to "employees". It is a department's responsibility to inform consultants (and those bidding on contracts) of the current government rates and allowances.

##### **3 No fees paid**

A contract may be entered into where the only consideration for services rendered is payment of all or part of the travelling expenses incurred, and there are no fees paid. This could include volunteers and private sector experts. Where the contract is a verbal agreement between the parties concerned, officers with payment authority should obtain a memorandum from the contracting authority outlining the agreed-upon terms of the engagement and the applicable travel provisions.

##### **4 Air fares**

In an effort to contain costs, the department will reimburse consultants for fares up to full-fare economy only. Consultants are required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon contract approval, in order to take advantage of the lowest fares. The employing department retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Consultant or private sector company, where this is company policy.

##### **5 Private motor vehicles**

Consultants who use a private motor vehicle are entirely responsible for the management and underwriting of risk pertaining to the operation of the vehicle. Insurance premiums are paid by the Consultant and are not reimbursed other than through the payment of the kilometric allowance (Appendix B of the *Travel Directive*). This mode of travel, once parking and time-billed are included, is only permitted when cost-effective in relation to commercial transportation.

## 6 Crown-owned vehicles

Crown-owned vehicles should not be driven by Consultants or other people travelling on government business. If they are authorized by a department, it is with the knowledge that the Crown self-insures for vehicles and that insurance protection is not provided for either the driver or vehicle.

## 7 Insurance

Individuals other than public servants who travel as passengers in government-owned vehicles are not covered by the Crown for any type of insurance purposes. Certain insurance benefits are part of employees' compensation package, but it is the financial responsibility of Consultants to cover the cost of insurance, such as, for cars/accidents/sickness/airline travel and immunizations.

## 8 Booking air and hotels

Reservations for transportation and accommodation will, where determined to be practical by the department concerned, be arranged through the department in order to qualify for reduced rates. In cases, where they are not, hotel management is not obligated to provide government preferred rates to government consultants, although it may elect to do so. Consultants are expected to use moderately priced hotels, and they risk partial reimbursement of actual costs should claims be for unreasonably high-priced accommodation or transportation. Should a consultants stay with friends or relatives, the private non-commercial accommodation rate is reimbursed. When a department makes the travel arrangements, the transportation expenses must be booked through the government travel services.

## 9 Reimbursement of costs

Consultants, when so advised, are permitted to make their own travel arrangements. Arrangements may be made through private travel agents or directly with suppliers. In such cases the consultant is expected to pay for all travel and related living expenses personally and subsequently invoice the department for reimbursement. Departments shall not pay the suppliers of travel and related services (hotel, air, etc.) directly, but will reimburse the consultant for appropriate costs incurred. Such expenses as telephone calls home, child care and weekend travel home are not paid to consultants (persons other than employees).

## 10 Travel advances

Consultants are not supposed to be provided with a travel advance as this is one of their normal business expenses. Advances could imply an employer-employee relationship. Consultants are expected to fund their own travel expenses and bill the department following the trip, within the terms of the appropriate travel provisions and the level of travel funds authorized within the terms of the contract. The cost of self-funding travel is to be covered within the administrative overhead of the contract and/or per diem payment. Departments can approve a limited advance, only in highly exceptional circumstances where the consultant is in the unusual situation of being unable to finance the trip, for example, to a university professor. Departments are advised that it would be difficult to recover an advance from an individual or company in the event of financial difficulties.

## 11 Business and pleasure

When consultants combine government business travel with either personal or business travel for other clients, or other departments, the travel expenses must be appropriately apportioned. Additional travel costs pertaining to indirect routings and stopovers, or extensions at work location(s) will be paid by the Consultant.

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