



**SECTION "I" – SUPPLY ARRANGEMENT PARTICULARS****SP1 SUPPLY ARRANGEMENT (SA)**

- a. A Supply Arrangement is not a contract and does not represent the commitment of funds by Her Majesty or the commitment to use any organization on the SA List.
- b. A contractual obligation will come into force if and when there is Work authorized against the SA by the issuance of an Individual Supply Contract (Contract) against the SA and only to the extent designated in the Contract.
- c. The provisions set out herein will form part of, and shall be incorporated into, any and all the resulting Contracts.

**SP2 SUPPLY ARRANGEMENT CONTRACT AWARD PROCESS**

- a. Where Individual Supply Contracts are issued, they will be to the Qualified Suppliers on an as-and-when-requested basis for the required Services. Once a services requirement has been determined, a Level of Effort form along with the individual Statement of Work (SOW), based on the Description of Services (DoS), will be provided to the Qualified Suppliers by the Departmental Representative for a Proposal for the specific requirement. The Qualified Supplier shall present the Departmental Representative with a completed Level of Effort form. The Proposal must quote fixed per diem rates and must not exceed the ceiling per diem rates as set out in the Supply Arrangement.
- b. The Qualified Suppliers will have no less than five(5) calendar days to respond to the Departmental Level of Effort request unless otherwise directed by the Departmental Representative. No response within the specified period will be considered as a refusal to proceed to a resulting Individual Supply Contract. Should Her Majesty deem the completed Level of Effort form unreasonable, She reserves the right to ask the Qualified Supplier for a further, detailed breakdown of the Level of Effort.
- c. At that point, Her Majesty may award an Individual Supply Contract(s) to the Qualified Supplier(s) based on the Lowest Proposed Price.
- d. For requirements below \$25,000.00 CAD (taxes included), Her Majesty reserves the right to direct the procurement to one of the Qualified Suppliers under the SA.
- e. Each Individual Supply Contract issued in accordance with the resulting SA shall be subject to the Terms and Conditions stated in the SA.

**SP3 EXTENSION OPTIONS**

- a. Her Majesty may, at Her sole discretion, extend the period of this Supply Arrangement by two (2) periods of one (1) year. During the extended period the Per Diem rates will be in accordance with SP4.

**SP4 BASIS OF PAYMENT – PER DIEM RATES**

- a. Per Diem Rates are in CAD and exclusive of taxes  
(To be filled in on award of Supply Arrangement)

Personnel Type	Supply Arrangement Initial Three (3) Year Term	Option Year 1	Option Year 2
<b>Architecture</b>			
Principal			
Senior			
Intermediate			
Junior			
Draft			
<b>Structural Engineering</b>			
Principal			
Senior			
Intermediate			
Junior			
Draft			
<b>Mechanical Engineering</b>			
Principal			
Senior			
Intermediate			
Junior			
Draft			
<b>Electrical Engineering</b>			
Principal			
Senior			
Intermediate			
Junior			
Draft			

Hourly rates for any specialists proposed by the Contractor which are not listed in the above table must fall within the industry standard for that profession.

Surcharge \_\_\_\_\_ % for Subcontracted work. (To be filled in on award of Supply Arrangement.)

Definition of a Day/Proration:

A day is defined as 8 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:

$$\frac{\text{Hours worked} \times \text{firm fixed per diem rate}}{8 \text{ hours}}$$

**SP5 MINIMUM WORK GUARANTEE – ALL THE WORK – AUTHORIZED INDIVIDUAL SUPPLY CONTRACTS**

- a. Her Majesty will call up the Qualified Suppliers in accordance with the terms and conditions of this Supply Arrangement on an as and when required basis as described in any resulting Contract during the period of the Supply Arrangement. In consideration of such obligation, the Consultant agrees to stand in readiness throughout the Supply Arrangement period to perform the Work described in the Contract. Her Majesty's maximum liability for Work performed under any resulting Contract must not exceed the Maximum Contract Amount, unless an increase is authorized in writing by the Departmental Representative.

**SP6 PRICE BREAKDOWN**

- a. Her Majesty reserves the right to request a breakdown of the components of the proposed Per Diem Rate should She believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the price of each component of the Work, will lead to disqualification.

**SP7 REPLACEMENT OF SPECIFIC INDIVIDUALS**

- a. If specific individuals are identified in the Proposal Contract to perform the Work outlined in any resulting Individual Supply Contracts, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- b. If the Contractor is unable to provide the services of any specific individual identified in the Proposal Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - i. the name, qualifications and experience of the proposed replacement; and
  - ii. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- c. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Supply Arrangement Contract.

**SP8 TRAVEL AND LIVING EXPENSES**

- a. 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/APP\\_D.PHP?LANG=ENG](http://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng)



## SECTION "II" – GENERAL CONDITIONS

**GC1 INTERPRETATION**

- GC1.1** In the present Supply Arrangement, "Supply arrangement (SA)": A Supply Arrangement (SA) is not a Contract. It is an Offer made by an Offeror (a Supplier or a Service 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 Contract for the provision of goods and/or services is made against a Supply Arrangement;
- GC1.2** "Contract" means an order issued under the authority of a duly authorized user against a particular Supply Arrangement. Communication of a Contract against a Supply Arrangement to the Offeror constitutes acceptance of the Supply arrangement to the extent of the Goods, Services, or both, being ordered and causes a Contract to come into effect;
- GC1.3** "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;
- GC1.4** "Minister" means Minister of Foreign Affairs and any person duly authorized to act on behalf of the Minister;
- GC1.5** "Work", unless otherwise expressed in the Supply Arrangement, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
- GC1.6** "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 Supply arrangement. A Departmental Representative may from time to time act as a Technical Authority;
- GC1.7** "Technical Authority" (also sometimes referred to as "Project Authority"): Her Majesty's agent in charge of inspecting the accuracy of any aspects of the Work as described in the Statement of Work;
- GC1.8** "Days" means continuous calendar days, including weekends and statutory public holidays;
- GC1.9** The headings used in these General Conditions are inserted for convenience of reference only and shall not affect their interpretation;
- GC1.10** In the Supply Arrangement, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

**GC2 BID SOLICITATION AND RESULTING CONTRACTS**

- GC2.1** The Supplier understands that identified users are allowed under a Supply Arrangement to solicit bids and award contracts to pre-qualified suppliers only. Suppliers must be pre-qualified and issued a Supply Arrangement to meet the requirements of a bid solicitation and/or be awarded a contract under a Supply Arrangement. If the Supply Arrangement includes ceiling prices or rates, suppliers will be allowed to lower their prices or rates based on the actual requirement or statement of work described in the bid solicitation. For competitive requirements, bid solicitations will be issued in accordance with the process established in the Supply Arrangement. Bids will be evaluated and contracts will be awarded in accordance with the process described in each bid solicitation. Each contract awarded will be considered to be a separate binding contract established between the contracting department or agency and the Supplier.

The Supplier understands and agrees that:

- issuance of a supply arrangement to the Supplier does not oblige Canada to authorize or order all or any of the goods or services described in the Supply Arrangement or to spend any monies whatsoever;
- a contract will exist only if there is an authorized contract awarded under the Supply Arrangement and only for those goods, services, or both which are described in the contract;
- Canada's liability is limited to that which arises from contracts awarded under the Supply Arrangement;
- Canada has the right to procure the goods and services specified in the Supply Arrangement by means of any other contract, standing offer or contracting method;
- Neither the Supply Arrangement nor any bid in response to a bid solicitation issued in accordance with it can be assigned or transferred in whole or in part.

**GC3 SUPPLY ARRANGEMENT PERIOD**

- GC3.1** The Supply Arrangement may be issued for a specific period as set out in the Supply Arrangement or until such time as Canada no longer considers it to be advantageous to use the Supply Arrangement to award contracts under the Supply Arrangement framework.

**GC4 MODIFICATIONS**

- GC4.1** From time to time, Canada may modify the conditions of the Supply Arrangement. Canada will advise all suppliers of any proposed modification to the supply arrangement and will provide suppliers with an opportunity to either withdraw or confirm their consent to the modification. The Supplier may withdraw if it no longer wishes to be considered for future contracts as a result of the modification. If the Supplier does not withdraw, the Supplier must confirm its consent to the modification and confirm that it meets any qualification requirement that may be affected by the modification. The Supplier must provide any information or evidence the Supply Arrangement Authority may require to verify that the Supplier continues to be a qualified supplier.
- GC4.2** Canada may also, from time to time, update the conditions of the bid solicitation and resulting contract clauses included in the Supply Arrangement. Canada will then publish the updates no less than ten (10) working days before including them in any individual bid solicitation. Canada may also modify the requirement described in the Supply Arrangement or, if the Supply Arrangement includes categories, modify the requirements associated with categories. If Canada adds a new category, the Supplier may submit an application to qualify for that category. Upon successful qualification, that category will simply be added to the Supplier's existing Supply Arrangement. In the event of a modification to the requirement, the Supplier may either be required to qualify in respect to the modification only or to submit another arrangement, depending on the extent of the modification.
- GC4.3** Modifications will not affect contracts that are already in place before the date of the modification.

**GC5 CONFIRMATION OF QUALIFICATION**

- GC5.1** The Supplier must continue to meet all the qualification requirements related to the Supply Arrangement during the entire period of the Supply Arrangement. Any certification

provided by the Supplier must be true on the date of the Supply Arrangement and remain true throughout the period of the Supply Arrangement. The Supplier must immediately notify the Supply Arrangement Authority if it no longer meets any of the qualification requirements of the Supply Arrangement.

**GC5.2** The Supply Arrangement Authority may require the Supplier to confirm its qualification at any time and provide evidence to support its confirmation. If the Supplier no longer meets any of the requirements for qualification, Canada may, at its option:

- a. suspend the Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, the Supplier will not be eligible to bid on bid solicitations issued under the Supply Arrangement;
- b. suspend the Supplier's qualification under specific categories of the Supply Arrangement until the Supplier has demonstrated, to the satisfaction of Canada, that it meets the requirements in respect of which it has been found deficient. During this time, the Supplier will not be eligible to bid on bid solicitations issued under Supply Arrangement for those categories;
- c. cancel the Supply Arrangement or the Supplier's qualification for specific categories, in which case, the Supplier will not be allowed to submit a new arrangement for a period of six (6) months following the cancellation.

**GC6 ON-GOING OPPORTUNITY FOR QUALIFICATION**

**GC6.1** The Supplier understands that either through a notice posted on the Government Electronic Tendering Service (GETS) or through a process set out in the Supply Arrangement, new suppliers may submit arrangements to pre-qualify and be added to the list of suppliers pre-qualified to provide the goods and services described in the Supply Arrangement. This process will also permit pre-qualified suppliers to qualify for requirements for which they are not already qualified. The Supplier acknowledges that Canada may issue an unlimited number of supply arrangements and may continue to issue supply arrangements to pre-qualified suppliers throughout the Supply Arrangement period.

**GC7 WITHDRAWAL BY SUPPLIER**

**GC7.1** If the Supplier wishes to withdraw from the Supply Arrangement or only from any specific category, the Supplier must advise Canada by providing no less than thirty (30) days written notice to the Supply Arrangement Authority, unless provided otherwise in the Supply Arrangement.

**GC7.2** Upon receipt of the notice, the Supply Arrangement Authority will remove the Supplier from the list of pre-qualified suppliers and the Supplier will not be eligible to bid on bid solicitations issued under the Supply Arrangement anymore. The Supplier will be required to qualify again to become a pre-qualified supplier.

**GC7.3** The Supplier acknowledges that its withdrawal will not affect any contract entered into before the receipt by the Supply Arrangement Authority of the notice. Canada may at its discretion advise the Supplier that the Supplier will not be allowed to submit a new arrangement to re-qualify for a period of time as determined by Canada.

**GC8 SUSPENSION OR CANCELLATION OF QUALIFICATION BY CANADA**

**GC8.1** Canada may, by sending written notice to the Supplier, suspend or cancel the Supply Arrangement under any of the following circumstances:

- a. the Supplier no longer meets any of the required qualifications of the Supply Arrangement as provided in section 6;
- b. the Supplier is in default in carrying out any of its obligations under any resulting contract and Canada has exercised its contractual right to terminate the contract for default;
- c. Canada has imposed measures on the Supplier under the Vendor Performance Corrective Measure Policy (or such similar policy that may be in place from time to time).

**GC8.2** Suspension or cancellation of the Supply Arrangement will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any contract entered into before the issuance of the notice. The Supply Arrangement Authority will however remove the Supplier from the list of pre-qualified suppliers and the Supplier will not be eligible to bid on bid solicitations issued under the Supply Arrangement. The Supplier will not be allowed to submit another arrangement for a period to be determined by Canada.

**GC9 TERMINATION OF CONTRACTS MADE UNDER THE SUPPLY ARRANGEMENT**

**GC9.1** If a contract made under the Supply Arrangement is terminated for default or otherwise, such termination does not terminate the Supply Arrangement. The Supplier acknowledges, however, that a default under any contract made under the Supply Arrangement may result in the suspension or cancellation of the Supply Arrangement.

**GC10 JOINT VENTURE**

**GC10.1** If the Supplier is a joint venture, the Supplier agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract awarded under the Supply Arrangement. If the membership of a joint venture changes, the Supply Arrangement will be cancelled and members who wish to qualify separately or as part of a different joint venture must submit a new arrangement by following the qualification process established by Canada.

**GC11 PUBLICATION OF SUPPLY ARRANGEMENT INFORMATION**

**GC11.1** The Supplier agrees that Canada may publish certain information related to the Supply Arrangement or a supply arrangement catalogue. The Supplier agrees to the disclosure of the following information included in the Supply Arrangement:

- a. the conditions of the Supply Arrangement;
- b. the Supplier's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
- c. the Supplier's profile and its level of security clearance;
- d. the Supplier's qualified domains of expertise or the categories for which the Supplier has qualified.

**GC11.2** Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Supplier identifies any error, inconsistency or omission, the Supplier agrees to notify the Supply Arrangement Authority immediately

**GC12 APPLICATION OF TRADE AGREEMENTS**

**GC12.1** The Supplier understands that even if the qualification process established for the issuance of the Supply Arrangement was subject to the *World Trade Organization Agreement on Government Procurement*, the *North American Free Trade Agreement*, and the *Agreement on Internal Trade*, not all three agreements will necessarily apply to individual bid solicitations under the Supply Arrangement. The trade agreements applicable to individual bid solicitations will be identified on a case-by-case basis.

**GC13 COSTS**

**GC13.1** The Supplier will not be reimbursed for any costs incurred before the award of a contract and no costs incurred before the award of a contract can be charged to the Supply Arrangement or any contract entered into under the Supply Arrangement.

**GC14 DISCLOSURE OF INFORMATION**

**GC14.1** The Supplier agrees to the disclosure of its supply arrangement unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Identified User, their employees, agents or servants in relation to such disclosure.

**GC15 CODE OF CONDUCT AND CERTIFICATIONS - CONTRACT**

**GC15.1** The Supplier agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms. In addition to complying with the *Code of Conduct for Procurement*, the Supplier must also comply with the terms set out in this section.

**GC15.2** The Supplier further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in the Supply Arrangement being cancelled and terminating for default any resulting contracts. If the Supplier made a false declaration in its arrangement, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Supplier or any of the Supplier's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Supply Arrangement, such false declaration or failure to comply may result in the cancellation of the Supply Arrangement cancelled and the termination for default of any resulting contracts. The Supplier understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Supplier and agrees to immediately return any advance payments.

**GC15.3** For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies and subsidiaries, whether partly or wholly-owned, as well as individuals and directors, are Supplier's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

**GC15.4** Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

**GC15.5** The Supplier must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the Supply Arrangement

and of any resulting contracts. The Supplier must also, when so requested, provide Canada with the corresponding Consent Forms.

**GC15.6** The Supplier certifies that it is aware, and that its affiliates are aware, that Canada may verify the information provided by the Supplier, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

**GC15.7** The Supplier certifies that neither the Supplier nor any of the Supplier's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Supply Arrangement and any resulting contracts if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

**GC15.8** The Supplier certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract resulting from this Supply Arrangement. In addition, the Supplier 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 Supplier nor any of the Supplier's affiliates has ever been convicted of an offence under any of the following provisions:

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

**GC16 ACCESS TO INFORMATION**

Records created by the Supplier, and under the control of Canada, are subject to the *Access to Information Act*. The Supplier acknowledges the responsibilities of Canada under the *Access to Information Act* and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Supplier acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both



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**APPENDIX "A" – DESCRIPTION OF SERVICES****PROJECT BACKGROUND**

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

Projects will vary in size and complexity and will be for Crown owned or leased Properties. They may consist of, but not be limited to, fit ups, retrofits, upgrades, additions or new construction.

Through the acceptance of a SA, the Consultant will be required but not limited to perform any or all of the work described herein. The specific work requirements will be provided to the Qualified Suppliers by the Departmental Representative based on a Description of Services (DoS).

**DESCRIPTION of WORK**

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

1. To provide Architecture and Engineering Services to deliver the following:

- Pre-Design
- Schematic design
- Design Development
- Construction Documents
- Contract Administration

To provide Advisory services for the following:

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

2. **Project Location:**

The work shall normally be performed in National Capital Region (NCR) and under occasional circumstances require travel to locations abroad.

3. **Tasks to be performed:**

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

4. **Time frame:**

It is a requirement of all work covered under this contract that the Consultant and any sub-consultants be personally available to attend meetings and respond to inquiries within two days of the Departmental Representative's request.

5. **Required resources:**  
Senior and intermediate Architects and Engineers, as well as sub-consultants, must be licensed to practice in any of the provinces/territories of Canada and be supported by Technologists and administration staff.
6. **Consultant's responsibilities:**  
The Consultant shall only communicate with the DFATD Architect / Engineer unless instructed otherwise in order to facilitate the performance of the work;
7. **Existing Documentation and DFATD support:**
  - DFATD subject matter experts will be available to provide support and information regarding Departmental regulations and Treasury Board policies (if required).
  - All project documentation on hand will be made available to the Contractor such as:
    - i. Canadian Chancery and Official residence Project brief.
    - ii. Canadian Chancery and Official residence Space Inventory.
    - iii. Other project specific documents.
8. **Constraints:**  
Embassies are building types having stringent security design requirements.  
Local Designers, landlords, and developers are all typically 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 to travel is specific to each project and be confirmed by DFATD point of contact.

**SECURITY REQUIREMENTS:**

The Consultant personnel and/or other persons including sub-consultants and any other person involved in the work shall hold a valid personnel security screening at the level of SECRET at all times during the performance of the call-up if access to DFATD 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 for all Disciplines**

- 1.1 **Intent:**  
To investigate, evaluate study, analyse and recommend.
- 1.2 **Deliverables:**
  - Feasibility studies / options analysis

- Sustainability strategies and reports
- Detailed Investigation reports
- Facility Equipment evaluation and reports
- Heritage investigation / study / analysis
- Site investigation report

## 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 **Architecture Deliverables:**

- Regulatory analysis / building code
- Program analysis and design options
- Schematic design drawings / report.
- Up to 3 preliminary concepts – working level documentation to facilitate selection of a final concept to be further refined and presented. This may require presentation to DFATD Design Review Committee for approval.
- 3D models and material sample / look and feel presentation boards.
- Narrative describing options, challenges and risks, pros and cons, with recommendation for a preferred solution.
- Budget / schedule / risk analysis

### 2.3 **Structure Deliverables:**

- Specify Design, physical protection and Security criteria
- Indicate proposed structural systems
- Seismic assessment and options
- Upgrade options

### 2.4 **Mechanical Deliverables:**

- HVAC System including ventilation rates
- Preliminary Heat Load calculations
- Equipment capacities
- Description of proposed or existing Fire Protection System
- Description of proposed plumbing system
- Code compliance

### 2.5 **Electrical Deliverables:**

- Design loads
- Proposed Security / IT / TC system
- Assessment of space requirement for primary and secondary electrical rooms
- Description of proposed electrical infrastructure
- Code compliance

**RS 3 DESIGN DEVELOPMENT SERVICES****3.1 Intent:**

To further develop the approved 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, Engineering, materials and such other elements as may be appropriate.

**3.2 Architecture Deliverables:**

- Floor plans
- Sections
- Demolition plans
- Millwork and finishing details
- Reflected ceiling plans
- Elevations
- Finish and colour schedules
- Door schedules
- Code check / fire protection calculations / drawings
- Outline specifications
- Budget / schedule / risk analysis update

**3.3 Structure Deliverables:**

- Structural solution options
- Seismic assessment results / options / certification
- Plans / drawings to support options
- Equipment and special assemblies floor load verifications
- Blast consultant report / analysis
- Code check / analysis
- Outline specifications

**3.4 Mechanical Deliverables:**

- HVAC load calculations
- HVAC comparative systems analysis and recommendation
- Preliminary commissioning plan
- Water distribution and proposed plumbing fixtures including fixture count
- Plans indicating preliminary HVAC duct size / runs and equipment rooms
- HVAC and Plumbing system schematics and flow diagrams
- Equipment schedules
- Plans indicating major plumbing runs, fixtures and equipment
- Code compliance check / fire protection calculations / drawings
- Fire protection water supply and fire pump calculations
- Energy conservation requirements
- Outline specifications

**3.5 Electrical Deliverables:**

- Lighting / power / load calculations
- Single line diagram for power and distribution system
- Single line Security / IT / TC system infrastructure distribution

- Code check / fire protection calculations / drawings
- Outline specifications
- Proposed lighting infrastructure
- Input to sustainable card/strategy
- Layout of major systems and review/assessment of space requirements
- Routing of primary; infrastructure
- Location of all secondary electrical rooms and TC closets

## RS 4 CONSTRUCTION DOCUMENTS

### 4.1 **Intent:**

The construction documents shall fully describe and communicate work to bidders, contractors and Authorities through the medium of drawings and specifications.

### 4.2 **Architecture Deliverables:**

- Floor plans
- Detail Plans
- Building sections
- Wall Sections
- Demolition plans
- Millwork and finishing details
- Reflected ceiling plans
- Elevations
- Finish and colour schedules
- Door / window schedules
- Plan and Section Details
- Final Specifications
- Code check / fire protection calculations / drawings
- Budget / schedule / risk analysis update

### 4.3 **Structure Deliverables:**

- Final calculations
- Plans / details / schedules
- Code check / analysis
- Final Specifications

### 4.4 **Mechanical Deliverables:**

- Final HVAC / plumbing calculations
- HVAC piping / duct layouts and sizes
- HVAC duct riser diagram
- Mechanical equipment room layouts
- Roof mounted equipment plan
- Detail drawings
- Demolition plans if required
- Schematic flow and riser diagrams (air and water flow quantities)
- Temperature control diagrams including sequence of operation
- Equipment schedules

- Plumbing piping riser diagrams including sanitary drain, waste and vent lines
- Plumbing layout and fixture plans
- Plumbing fixture schedule
- Sprinkler system
- Final Specifications
- Building management system (BMS) including point schedule

#### 4.5 **Electrical Deliverables:**

- Final calculations (lighting, power and emergency power)
- Short circuit and Arc Flash calculations
- Detail site services
- Floor and reflected ceiling plans
- Circuit layout
- Lighting control
- Power system single line diagram and secondary power distribution
- Security / IT / TC system plans
- Equipment and control schedules
- Grounding single line diagram
- Fire alarm system layout and single line diagram
- Final Specifications
- Finalise sustainable assessment/card

### RS 5 **CONTRACT ADMINISTRATION**

#### 5.1 **Intent:**

The interpretation, application and administration of the construction contract.

#### 5.2 **Deliverables:**

- Office and field functions
- Schedule review
- Documents management
- Field review, Site Instruction, Change Order / Directive
- Certificates
- Shop drawing, sample, mock-up review
- Progress claims
- O&M
- Consultant coordination

## APPENDIX 'B' — EXAMPLE LEVEL OF EFFORT FORM FOR INDIVIDUAL CONTRACTS



Department of Foreign Affairs,  
Trade and Development Canada (DFATD)

Professional and Technical Services Division (AWB)

## Request for Level of Effort for A&amp;E Services

Date:

Consultant:

Project #:

Solicitation #:

- 1.0 Description of the Work  
See attached Statement of Work.
- 2.0 Estimated Period of Contract  
From:  
To:
- 3.0 Location:  
Country, City;  
Building: Chancery, Official Residence, Staff Quarters
- 4.0 Cost

Cost Breakdown	Per Diem Rate	No. Of Days to Perform the Work	Total
<b>Architectural</b>			
Architecture Principal	\$		
Senior Architect	\$		
Intermediate Architect	\$		
Junior Architect	\$		
Draftsman	\$		
<b>Structural</b>			
Structure Principal	\$		
Senior Structural Engineer	\$		
Intermediate Structural Engineer	\$		
Junior Structural Engineer	\$		
Draftsman	\$		
<b>Mechanical</b>			
Mechanical Principal	\$		
Senior Mechanical Engineer	\$		
Intermediate Mechanical Engineer	\$		
Junior Mechanical Engineer	\$		
Draftsman	\$		

Electrical			
Electrical Principal	\$		
Senior Electrical Engineer	\$		
Intermediate Electrical Engineer	\$		
Junior Electrical Engineer	\$		
Draftsman	\$		
<b>Total Labour</b>			<b>\$</b>
<b>Estimated Travel</b>			<b>\$</b>
<b>Living Expenses</b>			<b>\$</b>
<b>Sub-Total</b>			<b>\$</b>
<b>HST/VAT</b>			<b>\$</b>
<b>Total</b>			<b>\$</b>

The above table is applicable to all Phases; however, it will be modified accordingly.

You are requested to provide a detailed cost breakdown in accordance with both the Basis of Payment in the Supply Arrangement for A&E Seismic Services, and the attached Statement of Work.

5.0 Consultant Response

Consultant **must** check one of the following options:

\_\_\_\_\_ A Level of Effort for this requirement has been completed

\_\_\_\_\_ No Level of Effort will be provided for this requirement because:

*Reason:* \_\_\_\_\_

Name of Consultant authorized to sign (type / print)

\_\_\_\_\_

Title of Consultant authorized to sign (type / print)

\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



APPENDIX 'C' – UNDERTAKING OF CONFIDENTIALITY

1. The Consultant shall keep confidential all information provided by or on behalf of Canada to the Consultant in connection with the Contract Number ARD (to be determined at Contract Award) as well as, all information developed by the Consultant as part of the Solicitation Process and any Work resulting from the Consultant Qualifying for the Standing Offer. The Consultant shall not disclose any such information to any person, including sub consultants or suppliers, without the prior written permission of the Departmental Representative.

This subsection does not apply to any information where the same information: (a) is publicly available from a source other than the Consultant ; or (b) is or becomes known to the Consultant from a source other than Canada, except any source that is known to the Consultant to be under an obligation to Canada not to disclose the information.

2. When the Contract, the Work, or any information referred to in subsection 1 is identified as SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Consultant shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the Department of Public Works and Government Services Industrial Security Manual and its supplements and any other instructions issued by PSPC or DFATD.

3. Without limiting the generality of subsections 1 and 2, when the Contract, the Work, or any information referred to in subsection 1 is identified as SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Consultant 's premises and the premises of any authorized sub consultant at any tier or any authorized supplier for security purposes at any time during the term of the Supply Arrangement and the Consultant shall comply with, and ensure that any authorized sub consultant complies with, all written instructions issued by the DFATD dealing with the material so identified, including any requirement that employees of the Consultant or of any such sub consultant or supplier execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

4. Upon award of the Contract, all other unsuccessful Proponents shall destroy all Documentation mentioned above.

5. Any proposed change in the security requirements after the establishment of the Standing Offer that would involve a significant increase in cost to the Consultant shall be fully addressed in the Contract provisions.

6. Any violation of this undertaking may result in prosecution or liability, either civil or criminal and will result in the Consultant being deemed ineligible to contract with Government of Canada.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ at \_\_\_\_\_ in the Province and Country of \_\_\_\_\_ .

Signatures:

\_\_\_\_\_  
Name of Individual:  
Title:  
Corporate/Company Name:  
Address:

Witnessed by:

\_\_\_\_\_  
Name of Witness:  
Title:  
Corporate/Company Name:  
Address: