



**C. ARTICLES OF AGREEMENT**

**C1. DEPARTMENTAL REPRESENTATIVE**

Foreign Affairs, Trade and Development  
Canada  
125 Sussex Drive  
Ottawa, Ontario  
Canada, K1A 0G2

Telephone:  
Mobile:  
Fax:  
E-Mail: @international.gc.ca

**Departmental Representative**

**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> RELOCATION & STORAGE SERVICES		<b>C3. DATE</b> INSERT DATE
<b>C4. STANDING OFFER PERIOD</b> Start: INSERT DATE End: INSERT DATE		
<b>C5. STANDING OFFER NUMBER</b> 0	<b>C6. PROJECT NUMBER</b> L-CNGNY-104	
<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</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 Proponent the actual amount of work authorized in each call-up, up to a maximum amount of INSERT AMOUNT.  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> Individual call-ups against this Standing Offer placed by the Department Representative must not exceed \$68,000 USD (Applicable tax included). Any call-up which exceeds this limitation must be performed by the Standing Offer Authority.		
<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;">_____ <b>Date</b></span>  _____ <b>Print Name and Capacity</b>		<b>Corporate Seal</b>
<b>FOR THE MINISTER</b>  _____ <b>Signature</b> <span style="float: right;">_____ <b>Date</b></span>  _____ <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.

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**SECTION "II" – SUPPLEMENTARY CONDITIONS****SC1. INSURANCE REQUIREMENTS**

## 1. Insurance Requirements

The Contractor must provide a "COI" or Certificate of Insurance from an insurance broker or an insurance company licensed to operate in New York City stating that the Contractor, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified below.

If the information is not provided in the proposal, the Standing Offer Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the proposal non-responsive.

1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000.00 USD per accident or occurrence and in the annual aggregate. Sample "COI" documents detailing the mandatory requirements are included in Appendix F.

1.2 The Commercial General Liability policy must include the following:

- a. Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Proof of Worker's compensation insurance as required by New York State.
- d. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- e. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- f. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- g. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- h. Employees and, if applicable, Volunteers must be included as Additional Insured.
- i. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program.
- j. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- k. Notice of Cancellation: The Insurer must provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- l. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- m. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right

to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

A copy of the letter must be sent to the Standing Offer Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **SC2 – SUPPLEMENTAL GENERAL CONDITIONS**

### **Anti-Terrorism Clause**

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian Criminal Code, the United Nations Al-Qaida and Taliban Regulations or the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism.

If the Contractor breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General for Canada via DFATD all unspent funds provided under this Contract.

## **SC3 - AUTHORITIES**

### **Standing Offer Authority**

The Standing Offer Authority is:

Name: Donna Roman  
Title: Contracting Advisor  
Department of Foreign Affairs, Trade and Development  
Directorate: AAO  
Address: 125 Sussex Drive, Ottawa, Ontario Canada  
Telephone: 343- 203-8283  
E-mail address: Donna.Roman@international.gc.ca

## 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		

<b>GC11</b>	<b>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.	<b>GC15.2</b>	has the obligation to respect any other warranty provided for by law. 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.
<b>GC12</b>	<b>ACCOUNTS AND AUDIT</b>	<b>GC15.3</b>	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.
<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.	<b>GC15.4</b>	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.
<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.	<b>GC15.5</b>	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.
<b>GC13</b>	<b>CONFLICT OF INTEREST</b>	<b>GC15.6</b>	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 a. the warranty period remaining under GC15.5, or b. ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.  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.
<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.		
<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.		
<b>GC14</b>	<b>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.		
<b>GC15</b>	<b>WARRANTY</b>	<b>GC16</b>	<b>AMENDMENTS AND WAIVERS</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	<b>GC16.1</b>	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.
		<b>GC16.2</b>	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.
		<b>GC16.3</b>	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.</p> <p><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.</p> <p><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.</p> <p><b>GC19</b> <b>CONFIDENTIAL INFORMATION</b> <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.</p> <p><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.</p> <p><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.</p> <p><b>GC20.2</b> Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:</p> <ul style="list-style-type: none"> <li>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,</li> <li>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</li> <li>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.</li> </ul> <p><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.</p> <p><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.</p> <p><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</p>	<p>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.</p> <p><b>GC20.6</b> Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, establishes to the satisfaction of the Minister that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances.</p> <p><b>GC21</b> <b>INTEREST ON OVERDUE ACCOUNTS</b> For the purposes of this section:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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;</li> <li>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</li> <li>d. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.</li> <li>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.</li> <li>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.</li> <li>g. Canada shall not be liable to pay interest on overdue advance payments.</li> </ul> <p><b>GC22</b> <b>GOODS AND SERVICES TAX / HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES</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.</p> <p><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.</p> <p><b>GC23</b> <b>INCAPACITY TO CONTRACT WITH GOVERNMENT</b> The Contractor certifies that the Contractor, including the Contractor's officers, agents and employees, has not</p>
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	been convicted of an offence under the following provisions of the Criminal Code:		Contractor, including procurement 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.dfaif.gc.ca/trade/sanctions-e.asp">www.dfaif.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, Trade and Development 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 provisions of the Contract relating to default by the Contractor, and therefore to recover damages from the	<b>GC29</b>	<b>SEVERABILITY</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</b>	<b>COPYRIGHT</b>	
<b>GC30.1</b>	In this section, 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; b. "Moral Rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.	protection of personal information as defined in that Act. 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 DFAIT, and the Contractor shall have no right in or to that information. The Contractor shall deliver to DFAIT 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 DFAIT, 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.
<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:	
<b>GC30.3</b>	HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)	
<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.	
<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.	
<b>GC30.6</b>	The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.	<b>GC33</b> <b>LANGUAGE</b> The language of communication between Her Majesty and the Contractor shall be English or French.
<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.	<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.
<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.	
<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 DFAIT 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.	
<b>GC32</b>	<b>HANDLING OF PERSONAL INFORMATION</b> The Contractor acknowledges that DFAIT is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the	

SECTION "IV" – CALL-UP AGAINST STANDING OFFER

 Government of Canada / Gouvernement du Canada		CALL-UP AGAINST A STANDING OFFER COMMANDE SUBSÉQUENTE À UNE OFFRE PERMANENTE				Page 1 of 2
To: A:		Originator - Initiateur	Contact - Personne-ressource	Tel. No. - N° de Tél.	Fax. No. - N° de télécop.	Order No. - N° de la demande
		Standing Offer - Offres à commandes ou Supply Arrangement - Arrang. en mat. d'appro. AMA SOA 002/008	Amendment No. - N° de la modification	Previous Value - Valeur précédente	Order date - Date de la demande	
Vendor No. - N° du fournisseur		Tel. No. - N° du Tél.	Fax. No. - N° de télécop.	Inc./Doc. - Aug./Dim.	Revised value - Montant révisé	Date required - Demeuré pour la
		06/6554824	06/6590789			
Item No. / Article n°	Description / Description	U of I / U de D	Quantity / Quantité	Unit Price / Prix unitaire	Ext. Price / Prix prévu	
00010		EA				
Delivery Address - Adresse de livraison Canadian Embassy via ZARA 30 I-00198 ROME, ITALY RM  Tel: 011-39-06-854442 Fax: 011-39-06-854442535		Invoicing address - Adresse de facturation CANADIAN EMBASSY VIA ZARA 30 I-00198 ROMA RM		FOB - FAB SVC Rome	Amount - Montant / EUR 800.00	
Terms of payment - Modalités de paiement Due on Receipt				T. taxes - T. taxes / EUR 0.00  T. Arrivals - Montant T. / EUR		
To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number.				Certified pursuant to subsection 32(1) of Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur le gestion des finances publiques.		
Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulés dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissements et bordereaux d'emballage doivent tous porter le numéro de la demande.				Signature _____ Date _____ Approved for the Minister / Approuvé pour le Ministre		

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**APPENDIX "A" – STATEMENT OF WORK (SOW)****SECURITY REQUIREMENTS**

This contract does not have any security requirements.

**STATEMENT OF WORK****1. Scope**

Commercial Moving and Warehousing Services

**2. Objective**

The objective of this Standing Offer is to obtain a professional services supplier for the provision of moving and warehousing services mainly in New York City and to/from New York City.

**3. Context**

DFATD requires commercial moving and warehousing services for both New York Missions to support the consolidation of its offices to a third location.

The existing Mission offices (approximately 80,000 r.s.f.) are located at 1251 Avenue of the Americas (Concourse and Mezzanine floors) and 885 Second Avenue (14th and 15th floors).

The new Mission offices (approximately 72,000 r.s.f.) are located .at 237 Park Avenue (19th and 20th floors).

The services include the provision of a secure, segregated, climate controlled warehouse, receipt of shipments (road or air from Ottawa, Canada), storage, delivery, moving and support for the installation of furniture, art and supplies at the new Mission offices.

For existing offices, services include packing, moving and delivery services for boxed files, furniture, fine art, IM/IT equipment including servers and large scale printers, x-ray machines and office desk chairs are required.

Art services will include the packing, moving and installation of fine art using qualified Art Technicians under the direction of DFATD personnel.

**4. Tasks / Technical specifications****4.1 The Mission will:**

- a. Prepare a call-up against the Standing Offer each time a service is requested (see Section IV);
- b. Have access at all times to the work performed by the Contractor and perform inspections of the work when the Departmental Representative deems necessary.
- c. Provide the necessary customs documentation for the clearance of incoming and outgoing shipments (artwork, furniture and other goods and equipment etc.).
- d. Provide guidance to the Contractor with respect to the performance monitoring system to be employed with the Call-up.

- e. For incoming shipments, provide the Contractor with shipment notification and details in a timely fashion.
- f. For internal relocations, discuss with the Contractor to the procedures relating to preparing, packing, removing and unpacking of DFATD goods.
- g. Make freight elevator reservations in all 3 locations.

#### **4.2 The Contractor must**

##### **4.2.1 In preparation for each Call-up:**

- a. Discuss specific requirements relating to estimating, preparing, packing and removing of the effects with the Departmental Representative as required.

##### **4.2.2 Undertake advance planning and prepare documentation by:**

- a. Inspecting all routes to and from the building(s).
- b. Informing the local relevant authorities of the date of loading or unloading including making arrangements for parking.
- c. Determining if pedestrian traffic or vehicular traffic could impede access and if necessary employ a flagman to assist in directing vehicles.
- d. Providing cones and safety equipment to cordon off parking spaces or sidewalks during the physical move if street parking becomes necessary.
- e. Arranging for and pay for all permits as required.
- f. Identifying over-sized equipment or furnishings and preview elevators, thoroughfares and doorway clearances, to determine the best approach for accomplishing transport safely and without damage.
- g. Providing the required landlord vendor agreements and insurance documentation.
- h. Confirming freight elevator/loading dock reservations.
- i. Providing a documented/signed/dated bill of lading prior to departure from the current offices and upon completion of the moves.

##### **4.2.3 For all import operations:**

- a. In the event of a consolidated shipment determine in conjunction with the Departmental Representative the most appropriate delivery option.
- b. Carry out the import customs clearance for a particular shipment in accordance with the instructions and documentation received from the Departmental Representative.
- c. For incoming shipments of furniture, supplies and/or other goods directed to the Mission at the rates provided in the Basis of Payment sheets, provide temporary climate controlled, secure, segregated storage in a facility complete with a fire suppression system, security alarm system, and pest control program. All DFATD goods shall be segregated, identified, stored on pallets and remain crated while in storage.

- d. Load inventory and schedule dates for the delivery and unpacking of the shipments as directed by the Departmental Representative.
- e. Deliver the shipments.
- f. Assist the furniture installation crew by moving, unpacking and staging furniture as directed.
- g. Remove all packing material on a daily basis.

#### **4.2.4 For general moving services and internal relocations:**

- a. The Contractor shall assign and identify the project manager (PM) who will manage this effort.
- b. The Contractor `s PM shall have a thorough knowledge of the move and of the relocation points at the new facilities for all items and shall properly direct employees with their assigned tasks to ensure the move is accomplished in an effective and efficient manner.
- c. The Contractor `s PM and any necessary personal will conduct an on-site visit and discuss arrangements and timelines with the Departmental Representative.
- d. The Contactor `s Project manager will attend regular move planning meetings either by phone or in-person.
- e. The Contractor shall assign an experienced supervisor to each site during the course of the relocation efforts.
- f. Four weeks in advance of the scheduled moves, the Contractor shall provide packing materials to allow the Mission to pack up files, desk top IT equipment and personal effects. Packing equipment may be in the form of reusable bins, padded bags, boxes, tape, tape dispensers etc. (Reusable packing materials will be returned 1 week after the move.)
- g. The Contractor shall pack and unpack all other DFATD goods as instructed by the Departmental Representative and in accordance with normal commercial standards for internal relocation.
- h. The Contractor shall assist the Mission with the marking and tagging of all items being relocated.
- i. The Contractor shall provide or arrange for suitable truck transport with appropriately licensed drivers for the delivery of DFATD goods to destination given road and loading dock clearances.
- j. The Contractor shall remove/dispose packing and protective material on a daily basis.
- k. The Contractor shall use all reasonable precautions to protect goods from damage by weather while they are being moved.
- l. The Contractor shall exercise skill and judgment in utilizing proper handling equipment for loading DFATD goods and shall properly protect the Mission premises during the loading operation. The Contractor shall be liable for actual property damage replacement/repair costs.
- m. The Contractor shall reserve at least one freight elevator at each of the commercial premises located at the locations below and is responsible for confirming all road, loading dock and freight elevator clearances. The move locations are as follows:
  - 1251 Avenue of the Americas, New York, NY

- 885 Second Avenue, New York, NY
- 237 Park Avenue, New York, NY

#### 4.2.5 Protection

- a. All necessary protection of building and common/public areas must be installed and removed before and after each evening or weekend. The move must comply with all building rules and regulations in regards to protection. Note that protective materials are to be selected and installed following a methodology that will not leave any residue or damage existing materials in any way.
- b. For the existing Mission offices, the mover will be required to install Masonite in main areas and elevator lobbies. Koroflex and corner guards will be installed as required throughout the floor.
- c. For the new Mission offices, the mover will be required to install Masonite in main areas and elevator lobbies. Koroflex and corner guards will be installed as required throughout the floor. Common /public area protection on the 19<sup>th</sup> floor must be installed and removed before and after each evening or weekend.
- d. Protection within the new Mission offices shall be installed as indicated in the attached protection plans, including doorframes, floors and walls. These plans indicate the minimum level of protection required and any further protection which the Contractor feels is necessary in order to safeguard the site is the responsibility of the Contractor. Protection within the Mission offices at 237 Park Avenue will be installed on July 17<sup>th</sup> and remain through the duration of the contract. The Contractor will remove the protection material in November 2018.

#### 4.2.6 Storage.

- a. The estimated storage requirements are 225,000 lbs and 50,000 cubic feet.
- b. Store designated goods for short or long term in a climate controlled, secure, segregated storage in a facility complete with a fire suppression system, security alarm system, and pest control program. All DFATD storage shall be segregated, identified, stored on pallets and remain crated while in storage.
- c. With the approval of the Departmental Representative add or withdraw of goods from the storage.
- d. Upon the approval of the Departmental Representative, add or withdraw items per the moving plan established.

#### 4.2.7 Art Packing, Installation and Transport

- a. All work to be completed by Art Technicians:
  - With knowledge and experience in techniques and practices of fine art handling, installation, packing and transportation; and
  - An understanding of museological practices in the case of fine arts objects.
  - The Contractor will receive up to 15 crates in early October and store the crates at their warehouse (Maximum crate dimensions: (68 x 103 x 36 inches – Height x Width x Depth). All crates will be handled with due care by the Contractor s Art Technicians exclusively.
- b. The crates will be received at the Contractor's warehouse and be delivered to 237 Park Avenue in their protective wrapping. Artwork must be transported in a separate vehicle.

c. The Contractor's Art Technician will pack 6-10 artworks at 885 Second Avenue with the following techniques;

- Paintings shall be wrapped in clean plastic and then have rigid material over the face of the work such as cardboard or corrugated plastic to add additional protection to the painted surface.
- Art framed with Plexiglas protecting the face of the work can be wrapped with bubble pack.
- Sculptures and art not protected by Plexiglas shall be wrapped in clean plastic first, then bubble pack as necessary.
- Small sculptures shall be wrapped and placed in protective packing in a cardboard box. The cardboard box shall be placed in a second box with "Styrofoam peanuts" or similar cushioning material around the sculpture and between the boxes.
- With regard to art framed with glass, the front of the glass shall be taped with masking tape in horizontal and vertical strips every 2 to 4 inches and then wrapped in bubble wrap. Rigid material shall be placed over the face of the art works, such as cardboard or corrugated plastic, to add additional protection.

c. The Contractor's Art Technician exclusively will transport art works from 885 Second Avenue to 237 Park Avenue using the following techniques:

- Artworks must be transported in a dedicated vehicle.
- The Contractor's Art Technicians shall install up to 70 poster prints
- The Contractor's Art Technicians shall install up to 60 artworks with a maximum dimension of 93 x 124 inches. Artworks will be installed into drywall and hung on cables by ceiling rails. Some installations will require the use of ladders.
- The Contractor will supply all required packing materials, installation tools and ladders.
- The Contractor will not be responsible for supplying hanging devices or hardware

#### 4.2.8 Personnel: Movers and Art Technicians

a. All approved on-site personnel shall have visible Contractor name/logo Identification at all times.

b. The Contractor will be required to provide a list of their staff that will be on site and it is requested that the staff remain consistent as much as possible. The Mission Security Staff will verify the movers and installers on a daily basis. Personnel must carry photo identification.

c. The Contractor's Supervisors and Project Manager will be permitted to carry a cell phone. No other staffs are permitted to carry cell phones while on the site.

d. The Contractor must provide staff that is able to distinguish between colors.

e. The movers shall be escorted and supervised at all times by one of the following staff:

f. Security Supervisors

g. DFATD Move Coordinator

h. DFATD installs team members

**4.2.9 Tentative Schedule**

The Contractor will be required to review the following schedules with Departmental Representative.

A day is defined as 7.5 hours exclusive of meal breaks.

An evening is defined as 7.5 hours exclusive of meal breaks the primary part of which take place in after duty hours (between 6pm and 8am EST)

A day during the weekend is defined as 7.5 hours exclusive of meal breaks taking place on Saturday or Sunday.

**# 1 Tentative Schedule for Deliveries**

<p>The Contractor will deliver the items stored at the Contractor’s facility.</p> <p>The Contractor will have access to (1) elevator for the duration of furniture deliveries to site. The Contractor must adhere to the following schedule for the furniture delivery, or as requested by the Departmental Representative.</p>						
Tentative Schedule for <b>Deliveries</b>						
	Dates	Location : From	Location: To	# of days	# of movers	Items Delivered to site
MPR – Public Assembly installation	June 28	Warehouse	237 Park Avenue	1 ( evening)	4 movers,	115 stackable chairs – delivered .
Phase 1 - Teknion workstations spines installation	July 18-22	Warehouse	237 Park Avenue	3 evenings & 2 days during the weekend	10 movers,+ 2 supervisors	To delivered the workstation components, spines, glass, and frames.
Phase 2- Furniture installation ( various furniture )	October 1- 6 <u>*Left over items can be delivered on the weekend October 7-8</u>	Warehouse	237 Park Avenue	5 evenings	10 movers, + 2 supervisors	Workstation Components (Open & Enclosed Offices) Storage Areas File Cabinets Wardrobes Bookcases Monitor Arms, Keyboard Trays, CPU Holders Meeting Tables Seating ( chairs, sofas, lounge chairs) Occasional Tables Lounge Furniture Technical Benches File Carts Mail room furniture Posters Accessories

# 2 Tentative Schedule for **Installation**

Tentative Schedule for <b>Furniture Installations</b>					
	Dates	Location:	# days	# of movers	Activity
MPR – Public Assembly installation	June 29	237 Park Avenue	1 day – regular hours ( 2 hours)	2 movers	Place 115 chairs in the MPR space in the lecture stile seating
Phase 1 - Teknion workstations spines installation	July 23 -27	237 Park Avenue	5 days ( 7.5 hours)	4 mover + 1 supervisor	Movers on site to assist Installation Crew with moving, unpacking and staging furniture, and removal and disposal of all packing material
Phase 2- Furniture installation ( various furniture )	October 3-19	237 Park Avenue	17 days, including possible weekends) *hour days	4 mover + 1 supervisor <b>*Additional 2 movers for the first 3 days</b>	Movers on site to assist Installation Crew with moving, unpacking and staging furniture, and removal and disposal of all packing material

# 3 Tentative Schedule for **Fine Art and Posters - Installation**

Tentative Schedule for <b>FINE ART and Posters Installation -</b>				
Services	# of Art technicians	Dates	Days (max)	Notes
Receipt, Uncrating and delivery of artworks	2 (2 additional for evening delivery)	October 2018 – date to be determined	Installation 5 days regular, 1 day weekend , Delivery : 1 evening	The Contractor will receive the incoming shipment of 15 crates ( 60 artworks) from Canada at their warehouse for temporary storage. Fine Art Technicians will uncrate the artworks, leaving pieces in their protective packaging. Technicians will deliver the artworks to the site 466 Lexington Avenue.
Local Delivery	2	October 2018 – date to be determined	1 evening	Wrap and transport 6 – 10 artworks from PRMNY at 885 2nd Ave with delivery to 466 Lexington Avenue
Artwork installation	2	October 22-26	5 days regular	Fine Art Technicians on site at 466 Lexington Avenue to assist with moving, unpacking and staging artwork. 60 artworks, 70 posters. Work includes the removal and disposal of all packing material.

# 4 Preliminary Schedule for **CNGNY move**

The Contractor must adhere to the following schedule for CNGNY Move weekend						
Preliminary Schedule for <b>CNGNY move</b>						
	Dates	Location : From	Location : To	# days	# of movers	Activity
CNGNY move	October 2018	Warehouse	1251 Avenue of the Americas	1	TBD	Delivery of labels and moving materials
CNGNY move	November 9-11	1251 Avenue of the Americas	237 Park Avenue	1 evening and 2 days – weekend	10	Move office contents , personal boxes, computers, x ray machine, task chairs, 4 safes
CNGNY after move	November 12	237 Park Avenue	237 Park Avenue	1 days	4	Assisting the mission with after move small items relocations in the new space

# 5 Preliminary Schedule for **PRMNY move**

The Contractor must adhere to the following schedule for CNGNY Move weekend						
Preliminary Schedule for <b>PRMNY move</b>						
	Dates	Location : From	Location : To	# days	# of movers	Activity
PRMNY move	October 2018	Warehouse	885 Second Avenue	1	TBD	Delivery of labels and moving materials
PRMNY move	November 16-18	885 Second Avenue	237 Park Avenue	1 evening and 2 days – weekend	10	Move office contents , personal boxes, computers, task chairs, 1 safe.
PRMNY after move	November 19	237 Park Avenue	237 Park Avenue	1 day regular	4	Assisting the mission with after move small items relocations in the new space

#### 4.2.10 Hazardous materials

The Contractor is required to conform to all Federal, State, Municipal, as well as International regulations governing the transportation packaging and crating of the material including dangerous goods as defined by the International Air Transport Association (IATA) and / or the International Maritime Organization (IMDG) and adherence to any dangerous goods regulations, is or will be met and/ or obtained before the commencement of any service. Any legal actions and any extra costs resulting from non-compliance with these regulations will be the responsibility of the Contractor.

#### 4.2.11 Constraints

- a. The Contractor must comply with labour regulations in terms of site safety, social security and with ecological environmental standards in force in the United States.
- b. The Contractor certifies that all employees used to perform relocation work under this Standing Offer will be unionized employees. The Contractor must acquaint himself with all locations in relation to trades present to ensure there is no jurisdictional dispute or legal work stoppage (i.e. maintaining trades harmony).

It is the responsibility of the Contractor s to adhere to all building rules and regulations in Appendix E. This includes, but is not limited to, lobby and elevator protection throughout the project.

#### 4.2.12 Tools and equipment

The Contractor shall provide all necessary tools and equipment to carry out all the work and appropriately handle the art, furniture and equipment as required under this standing offer including book carts, four-wheel dollies, appliance dollies and computer carts. Tools and equipment must be in good condition, meet safety standards for satisfactory work performance and will be maintained and kept available for the duration of the Standing Offer.

#### 4.2.13 Route Inspection & Vehicles

It is the responsibility of the Contractor to inspect all routes to and from the building(s), the loading and unloading areas in order to accomplish the project goals in a timely manner. All drivers shall be properly licensed for the required vehicle class

#### 4.2.14 Permits, Licenses and other Lawful Authority

The Contractor must, at their own expense, obtain and maintain any necessary permits, licenses or other lawful authority required for site access or in performance of moving services required to complete the duties described herein. The Contractor will be required to produce proof of compliance with all local, state and federal provisions.

#### 4.2.15 Support offered by DFATD

DFATD will not provide any equipment required to carry out the work described above. It is the responsibility of the Contractor to provide the necessary equipment, vehicles, tools and materials.

#### 4.2.16 Non-admissible items

The Contractor is not required to pack and transport the following non-admissible items:

- a. Ammunition;

b. Dangerous materials, such as flammable and combustible liquids, compressed gases, corrosive materials, explosive, flammable solids, magnetized material, oxidizing material, poison, radioactive materials, noxious or irritating substances, etc.

c. Propane tanks.

**4.2.17 No part of this Standing Offer may be contracted to 3<sup>rd</sup> party vendors to accomplish any part of the services, unless agreed to in advance by Her Majesty the Queen.**

**APPENDIX B:****PACKING STANDARDS AND INSTRUCTIONS**

DFATD goods will be packed and crated in accordance with normal commercial standards and international standards which govern packing material. The minimum standards as described below must be met in all cases. All packing costs must be included in the Basis of Payment in APPENDIX C. Any exceptions to these standards must be approved by the Departmental Representative.

**1. Packing Material**

- a. Cartons: All cartons shall be adequate for intended use, and must be dry, clean, and free from vermin, acid, paint, grease, and other substances injurious to the employee or to the article(s) packed.
- b. Filler Material: Good quality unprinted newsprint, fibreboard, or Kraft paper shall be used as filler. Filler shall be clean, dry, and free from vermin or any substances injurious to the articles to be packed. Art work may require the use of good quality Styrofoam peanuts.
- c. Padding: New or good quality used shredded paper pads, bubble wrap, moving blankets, rain covers or other equally suitable material shall be used as required. Artworks may require new good quality corrugated plastic, corrugated cardboard.
- d. Use of damp, wet or dirty packaging material is prohibited.
- e. Protection: Material for the protection of surfaces and flooring should consist of new tempered Masonite sheets and Koroflex.

**2. Packing and Tagging Instructions**

- a. Packing and unpacking all items located in the common areas, including the contents of shelving, storage rooms and shared areas.
- b. Files and personal items will be packed and unpacked by Mission staff using packing materials supplied by the Contractor
- c. Electrical and Computer Equipment, and similar items: Laptops, computers, telephones and keyboards will be packed and packed and unpacked by Mission staff using packing materials supplied by the Contractor .
- d. All other electronic equipment including printers, copiers, servers and audio visual equipment will be disconnected and reconnected by DFATD technicians.
- e. All surfaces of furniture and personal effects must be protected against scratching or breakage.
- f. The Contractor will provide all tagging materials and assist the Mission in the marking and tagging of all items being relocated. Specific items or groups of items will be designated for departments with corresponding color coded tags.

**APPENDIX C:****BASIS OF PAYMENT**

The prices given below for the services will remain in force for the entire duration of the standing offer..

All prices must be stated in USD excluding applicable tax.

Contractor s are required to submit a firm fixed price for the receipts of shipments, warehousing and moves from warehouse to the new location at 237 Park Avenue.

These elements are listed on

# 1 Tentative Schedule for **Deliveries**

# 2 Tentative Schedule for **Installation**

Contractor s are required to submit a firm fixed price for the receipts of shipments of artwork, warehousing; moves and installation to the new location at 237 Park Avenue. As well as, the packing, move and installation of artworks from existing Mission offices to the new location at 237 Park Avenue.

These elements are listed on

# 3 Tentative Schedule for **Fine Art and Posters - Installation**

Contractor s are required to supply all necessary moving materials in accordance with the specifications herein and submit unit prices relating to the acceptable performance of the existing offices relocation at protection services from 885 Second Avenue and 1251 Avenue of the Americas.

Calculations for payment are based on the actual amount of labor, vehicles, materials and equipment using the schedule of rates attached in Appendix D.

# 4 Preliminary Schedule for **CNGNY move**

# 5 Preliminary Schedule for **PRMNY move**

## APPENDIX D

## UNIT RATES

## Scope of other Work

- a) DFATD **may** have a requirement for additional manpower to support the DFATD Fit Up and install teams.
- b) DFATD **may** have a requirement for additional storage services, packing materials, transportation
- c) These additional requirements will be scheduled as the need arises.

## RATES: STORAGE SERVICES

1.	STORAGE FACILITY	USD	3.	LABOUR	USD
	30 Days/per 100 weight			Rates/Hourly	
	Warehouse Handling/per 100 weight			Project Manager	
	Oversize			Supervisor	
	Insurance Monthly			Labourer	
				Art Technician	
2.	CARGO COVERAGE			OT Rates/Hourly	
	Depreciated coverage/\$1000 of coverage			After hours	
	Full coverage			Stat holidays	
				Saturday/Sunday	

## RATES: MOVING SERVICES

1.	PACKING MATERIALS	USD	2.	LABOUR	USD
	1.Boxes (leased)			Rates/Hourly	
	1.5 cube			Project Manager	
	3.0 cube			Supervisor	
	4.5 cube			Labourer	
	2. Monitor Bag (leased)			Art Technician	
	3. Keyboard Bag (leased)			OT Rates/Hourly	
	4. Unprinted paper/lbs.			After hours	

	5. Bubble Wrap/linear Ft.			Stat holidays	
				Saturday	
	6. Packing Tape <ul style="list-style-type: none"> <li>• 55 Yds.</li> <li>• 110 Yds.</li> </ul>			Sunday	

3	<b>TRANSPORTATION</b>	<b>USD</b>	4.	<b>CARGO COVERAGE</b>	<b>USD</b>
	Fixed price/vehicle/Hourly:			Depreciated coverage/\$1000 of coverage	
	Straight truck			Full coverage	
	5 Ton Truck				
	Other				
	*Please note that trucks must fit under the Vanderbilt overpass.				
5.	<b>MOVING EQUIPMENT (Dollies/lifts/flat bed trolleys)</b>		6.	<b>PROTECTIVE MATERIALS</b>	
	Rate/Hourly			Elevator/Wall covering	
				Masonite floor covering	
				Koroflex	

**APPENDIX E**

Building Rules and Regulations

See attached documents:

1. 1251 Tenant Handbook (1251 Avenue of the Americas)
2. One Dag – Building Rules and Regulations (885 Second Avenue)
3. Tenant Handbook (237 Park Avenue)

**APPENDIX F**

Sample of Certificates of Insurance and Provider Agreement

See attached files

1. 237 Park Avenue – Tenant Vendor Sample COI (237 Park Avenue)
2. RXR Provider Agreement (237 Park Avenue)
3. COI template – One Dag (885 Second Avenue)
4. 1251 CNGNY COI requirements (1251 Avenue of the Americas)

**APPENDIX G**

Move Protection Plans

1. 19<sup>th</sup> Floor Move Protection Plan
2. 20<sup>th</sup> Floor Move Protection Plan.

Note: These documents will be released after receipt of a duly executed Non-Disclosure Agreement.