



C. ARTICLES OF AGREEMENT

C1. DEPARTMENTAL REPRESENTATIVE
TBD

Global Affairs Canada (GAC)
125 Sussex Drive
Ottawa, Ontario Canada K1A 0G2

DRAFT

Supply Arrangement

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" – Description of Services on an
"as and when requested basis". Any resulting
Statement of Work will be based on the
Description of Services contained in the
Supply Arrangement but may not be identical.

C2. TITLE Supply Arrangement Terms and Conditions - Structural Engineering Services		C3. DATE 10 July 2018
C4. SUPPLY ARRANGEMENT PERIOD Start: 01 April 2018 End: 31 March 2020		
C5. SUPPLY ARRANGEMENT NUMBER AWT-AESVCS-STRUCT-15129	C6. PROJECT NUMBER N/A	
C7. SUPPLY ARRANGEMENT DOCUMENTS <ol style="list-style-type: none"> 1. Supply Arrangement Terms and Conditions 2. Supply Arrangement Definitions (Section "I") 3. Supply Arrangement Particulars (Section "II") 4. General Conditions (Section "III") 5. Description of Services (Appendix "A") 6. The Request for Supply Arrangement Proposal 7. The Proponent's Proposal in response to the RFSAP 8. Undertaking of Confidentiality (Appendix "B") 9. Example Level of Effort Form for Individual Supply Contract (Appendix "C") 10. Draft Individual Supply Contract (Appendix "D") 11. 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. 		
FOR THE PROPONENT _____ Signature _____ Print Name and Capacity		Corporate Seal
FOR THE MINISTER _____ Signature _____ Print Name and Capacity		

SECTION "I" – DEFINITIONS

SD1 DEFINITIONS

FOR THE PURPOSE OF THE RFSAP PROCESS, ALL "DEFINED TERMS" ARE DEFINED UNDER SR1 OF THE RFSAP. ONCE THE RFSAP PROCESS HAS BEEN COMPLETED THIS SECTION WILL BE UPDATED UPON AWARD.

SECTION "II" – SUPPLY ARRANGEMENT PARTICULARS

SP1 SUPPLY ARRANGEMENT (SA)

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;

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;

Her Majesty has no liability under this SA.

The provisions set out herein will form part of, and will 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 Request for Individual Supply Contract Proposal 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.
- b. Types of Contract tendering (Request for Individual Supply Contract Proposal (RfISCP)):

For Least Cost; a Request for Level of Effort (RfLOE) form, along with the individual Statement of Work (SOW), based on the Description of Services (DoS), will be issued to all Qualified Suppliers. The Qualified Supplier shall present the Departmental Representative with a completed Level of Effort form.

For Non-Competitive; (If the Structural Engineering Services Individual Supply Contract DR is of the expectation that the total value of an RfISCP will be below \$ 50 000.00, the ISCDR may issue an RfLOE to only one of the successful proponents as an Opportunity of First Offer.) an RfLOE form, along with the individual Statement of Work (SOW), based on the Description of Services (DoS), will be issued to the selected Qualified Supplier on an Opportunity of First Offer basis.

For Highest Combined Rating of Technical Merit and Price; a Technical Merit and Price Request for Proposal (TMPrfP) will be issued to all Qualified Suppliers, along with the Draft ISC and individual Statement of Work (SOW), based on the Description of Services (DoS). The Qualified Suppliers shall present the Departmental Representative a Technical Proposal and a completed LOE.

- c. For all RfLOE, The Qualified Suppliers will have a minimum of seven (7) calendar days to respond to the Departmental RfISCP unless otherwise directed by the Departmental Representative. Not responding within the specified period will be considered as a refusal to proceed to a resulting Individual Supply Contract. **Her Majesty reserves the right to ask the Qualified Supplier for a further, detailed breakdown of the Level of Effort.**

SP3 EXTENSION OPTIONS

Her Majesty may, at Her sole discretion, extend the period of this Supply Arrangement by three (3) periods of one (1) year. During the extended period the *Per Diem* rates will be in accordance with SP4. The remaining Supply Arrangement Amount, if any, from the original Supply Arrangement period shall be carried forward to the option year(s).

SP4 BASIS OF PAYMENT – CEILING PER DIEM RATES

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

Personnel Type	Supply Arrangement Initial Two (2) Year Term	Option Year 1	Option Year 2	Option Year 3
Senior Structural Engineer – Licensed Professional Engineer				
Intermediate Structural Engineer – Licensed Professional Engineer				
Junior Structural Engineer				
Structural Technical Support				
Civil Engineer				
Geotechnical Engineer (<i>blended rate</i>)				
CAD Operator/Draftsperson				
Site Engineer/Technician				
Seismologist				
Architect (<i>blended rate</i>)				
Mechanical Engineer (<i>blended rate</i>)				
Electrical Engineer (<i>blended rate</i>)				

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

Definition of a Day/Proration:

A day is defined as 7.5 hours of work. Payment will 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 RIGHTS OF HER MAJESTY

- a. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- b. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- c. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- d. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

SP6 MINIMUM WORK GUARANTEE – ALL THE WORK – AUTHORIZED INDIVIDUAL SUPPLY CONTRACTS

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 Contractor 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 prior to incurring the increase.

SP7 PRICE BREAKDOWN

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.

SP8 PERSONNEL REPLACEMENTS

Substitutions to identified team members must be approved in writing by the Departmental Representative.

Her Majesty reserves the right NOT to accept Personnel Substitutions should a Proponent be unable to provide services by personnel identified in the Proponent's Proposal.

SP9 TRAVEL AND LIVING EXPENSES

Travel and living expenses will be reimbursed in accordance to the rates and conditions that are specified in the Treasury Board Directive on Special Travel Authorities for Persons on Contract and the National Joint Council Travel Directive found at:

<https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html>, and

<http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a4-eng.php>

Her Majesty will reimburse the following in accordance with the Treasury Board Directive on Special Travel Authorities for Persons on Contract and the National Joint Council Travel Directive: Airfare (including airline fees); Hotel; Work-related licensed taxi; Meals; Visas; Vaccinations; Least-cost Home-Airport & Airport-hotel ground Transport.

SP10 ELECTRONIC FILE PROCESSING, STORAGE AND SHARING

The use of Cloud-Based file sharing services for the production, processing, storage, and sharing of electronic files for any ISC under this SA is not permitted without the prior written permission of the Departmental Security Office.

Her Majesty reserves the right to terminate any SA should a Proponent be found to have used a Cloud-Based file storage provider without the proper approval from the Departmental Security Office.

SECTION "III" – GENERAL CONDITIONS

GC1 INTERPRETATION

In the present Supply Arrangement,

GC1.1 "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:

- a. 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;
- b. 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;

- c. Canada's liability is limited to that which arises from contracts awarded under the Supply Arrangement;
- d. 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;
- e. 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:
- the Supplier no longer meets any of the required qualifications of the Supply Arrangement as provided in section 6;
 - 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;
 - 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:
- the conditions of the Supply Arrangement;
 - the Supplier's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
 - the Supplier's profile and its level of security clearance;
 - 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:
- directly or indirectly either one controls or has the power to control the other, or
 - 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:
- 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
 - 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
 - section 462.31 (*Laundrying proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code* of Canada, or
 - 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
- section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
 - section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
 - section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
 - 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

- GC16.1** 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

APPENDIX “A” – DESCRIPTION OF SERVICES FOR STRUCTURAL ENGINEERING SERVICES**DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT
(DFATD)**

PART 1. GENERAL**1.1 DEFINED TERMS**

- 1.1.1 The referred to *Consultant* is the Contractor.
- 1.1.2 The referred to *DFATD Supply Arrangement Departmental Representative* (SADR) is H el ene Aroichane or designate.
- 1.1.3 The referred to *DFATD Supply Arrangement Technical Advisor* (SATA) is Damian de Krom.
- 1.1.4 The referred to *DFATD Supply Arrangement Technical Manager* (SATM) is H el ene Aroichane.
- 1.1.5 The referred to DFATD Chief Engineer (CEng) is AWT/Richard Bourassa.
- 1.1.6 The referred to *DFATD Individual Supply Contract Departmental Representative* (ISC DR) is the DFATD Departmental Representative identified in “Section C1” of the ISC.
- 1.1.7 The referred to *Supply Arrangement* (SA) is SA # *Click here to enter text.*

1.2 BACKGROUND

- 1.2.1 The Commissioning and Engineering Services Directorate (AWT) of the Department of Foreign Affairs, Trade and Development (DFATD), informally known as Global Affairs Canada (GAC), has been mandated, as part of the Delivery, Professional & Technical Services Bureau (AWD), to provide support to the Planning and Stewardship Bureau (ARD) of the Department.
- 1.2.2 ARD has the mandate to manage all international Canadian Foreign Mission Properties. It is part of ARD’s mandate to provide safe and secure work spaces at these Canadian property assets in compliance with the Canada Labour Code.

1.3 DESCRIPTION

- 1.3.1 To ensure the conditions in 1.2 are met, AWT has an ongoing occasional requirement to obtain the services of a Structural Engineering Consultant.
- 1.3.2 The requirement to obtain the services of a Structural Engineering Consultant may occasionally have an impact on other aspects of the work spaces identified in 1.2.2. This will give rise to include other professional services such as Architectural, Civil Engineering, Electrical Engineering, Mechanical Engineering, Geotechnical Engineering, Geophysical, and Seismological services to be provided through the Structural Engineering services provider.

- 1.3.3 The following document outlines the general Description of Services for the Structural and Civil Engineering services which may be required by AWT under this Supply Arrangement.

1.4 EXISTING DOCUMENTATION AND DFATD SUPPORT

- 1.4.1 Relevant existing documentation (drawings, layouts, reports, and photographs) that is available for each Individual Supply Contract will be listed in the Draft Individual Supply Contract (ISC) for each Request for Individual Supply Contract Proposal (RfISCP).
- 1.4.2 Under certain conditions, the documentation stated in 1.4.1 may not be available for a particular project.
- 1.4.3 Documentation as identified in 1.4.1 may only be available in a language other than either English or French.
- 1.4.4 It will be the Consultant’s responsibility to review and validate the conclusions of any existing documentation, including any assessment previously made by AWT.
- 1.4.5 DFATD subject matter experts will be available to provide support and information regarding Departmental regulations and Treasury Board policies.

1.5 CONSTRAINTS AND CHALLENGES

- 1.5.1 Government of Canada contracts are required to comply with many laws, policies and agreements that do not apply to Private Industry. These requirements are defined under the General Conditions and Terms of both the SA and ISC. They may also be identified within the DoS and an ISC SOW.
- 1.5.2 Canadian Missions abroad are required to meet stringent Security Standards, which must be incorporated into all elements of projects completed through contracts issued under this SA.
- 1.5.3 Projects must be designed to meet the National Building Code of Canada (NBCC) 2015 or the local building codes, whichever is more stringent, and any additional codes specified in the Statement of Work (SOW) at the time of issuance of a new RfISCP.
- 1.5.4 Chanceries at Canadian Missions abroad are generally required to meet a Post-Disaster Occupancy performance standard as defined by the National Building Code of Canada (NBCC) 2015.
- 1.5.5 Construction materials that are readily available in Canada are often unavailable in the country where the project is taking place. The Consultant must make every effort to use products/materials that are readily available in the country the project is taking place.
- 1.5.6 Designers, developers, and landlords are typically located outside Canada. This may lead to issues with language, communications and information management, particularly in developing countries.
- 1.5.7 Projects require international travel, often to higher risk locations.
- 1.5.8 Multiple larger Structural Engineering Services Individual Supply Contracts, requiring travel, may be tendered concurrently.

- 1.5.9 All work undertaken through an ISC must be approved, in writing, to proceed by the ISC DR before any work begins.

1.6 TRAVEL

- 1.6.1 As referred to in 1.5, most projects will occur outside of Canada. This may require travel to various locations around the world.
- 1.6.2 Necessity to travel is specific to each project and must be pre-approved by the DFATD ISC DR.
- 1.6.3 The Consultant must make all necessary, arrangements for travel, accommodations and meals.
- 1.6.4 The Consultant may require items including letters of reference and visas from a host country. The Mission may provide assistance through the DFATD DR with identifying and acquiring these items.
- 1.6.5 All Travel must be in accordance with the terms outlined in this SA in SP8.

PART 2. TECHNICAL PERFORMANCE REQUIREMENTS

The following technical performance requirements outline the general description of the types of work that will be required under this Supply Arrangement. Specific requirements will be outlined in the Statement of Work of each Request for Individual Supply Contract Proposal.

2.1 INVESTIGATION AND STUDY SERVICES

2.1.1 Site Investigations

- 2.1.1.1 The Consultant must travel to site to complete site investigations to document existing site conditions.
- 2.1.1.2 The Consultant will undertake Legal Land Surveys as part of their Site Investigations.
- 2.1.1.3 The Legal Land Surveys may also include mapping of the topography of the site, and the identification and location of all buildings within and in the vicinity of the site, existing site services and other improvements upon the site.
- 2.1.1.4 The Consultant, if required, must engage a local land surveyor to complete the tasks in 2.1.1.1, 2.1.1.2 and 2.1.1.3.
- 2.1.1.5 The Consultant must prepare documentation packages, as defined by the ISC SOW and PART 3 of this DoS, to complete the requirements of 2.1.1.1, 2.1.1.2 and 2.1.1.3.

2.1.2 Structural Investigations

- 2.1.2.1 The Consultant will be required to travel to site to undertake investigations to perform a detailed survey to confirm and document structural As-Built conditions.
- 2.1.2.2 For detailed Structural Investigations, the Consultant must:
- 2.1.2.2.1 Investigate all dimensional parameters of structural elements using both non-intrusive (see 2.1.3) and intrusive techniques (see 2.1.4);

- 2.1.2.2.2 Determine the reinforcing patterns of structural elements, and selectively confirm that reinforcing patterns conform with the structural drawings provided;
 - 2.1.2.2.3 Determine the properties of materials through material testing and intrusive structural investigations. This will include subcontracting all necessary resources to complete the work;
 - 2.1.2.2.4 Evaluate the adequacy of the structural framing to carry the intended loads based on the findings of the detailed survey and geotechnical information; the latter is either obtained from existing geotechnical reports, or from geotechnical investigations carried out as defined in 2.1.5; and,
 - 2.1.2.2.5 Report the findings of the investigation to the Structural Engineering Services Individual Supply Contract DR by the means established under the terms of the SOW of the ISC.
- 2.1.2.3 The Consultant must prepare documentation packages, as defined by the ISC SOW and PART 3 of this DoS, to complete the requirements of 2.1.2.1 and 2.1.2.2.

2.1.3 Non-Intrusive Investigations

- 2.1.3.1 The Consultant must review all available existing documentation to determine the following:
- 2.1.3.1.1 What information is already available;
 - 2.1.3.1.2 What information is required to be obtained; and,
 - 2.1.3.1.3 Prepare a strategy/methodology to obtain the required information; this can include the requirement to separately perform geotechnical investigations per 2.1.5 and/or seismological and geophysical studies per 2.1.10.
- 2.1.3.2 The Consultant will undertake site visit(s) to visually assess the condition of the property(ies).
- 2.1.3.3 The Consultant will be required to undertake the investigation without causing any damage to the properties. However, it is expected that opening access panels, lifting ceiling tiles, removing switch plates, etc. will be required and permitted.
- 2.1.3.4 The information to be collected includes the following:
- 2.1.3.4.1 Site description;
 - 2.1.3.4.2 Geotechnical, geological and geophysical properties of the site;
 - 2.1.3.4.3 Environmental loads (Seismic, Wind, Rain, Snow, etc.);
 - 2.1.3.4.4 Date of design and construction of the building(s);
 - 2.1.3.4.5 Key dimensions;
 - 2.1.3.4.6 Type(s) of construction;
 - 2.1.3.4.7 Construction materials used, including testing results;
 - 2.1.3.4.8 Structural framework of the building(s);

- 2.1.3.4.9 Finishes used;
- 2.1.3.4.10 State of the site and building(s) – visible damage, deterioration, site conditions, and any other factors possibly affecting the operational and safety performance of the asset(s);
- 2.1.3.4.11 Any health and safety issues observed; and,
- 2.1.3.4.12 The expected performance of the asset(s).
- 2.1.3.5 The Consultant will be required to investigate, by contacting local authorities, professionals, developers, contractors, etc., what reasonable assumptions may be made to undertake structural investigations. This will include determining local construction materials, methods, structural types, customs, etc.
- 2.1.3.6 The Consultant must provide reasonable assumptions, with the acceptance of the SATA through the ISC DR, to replace missing information. If acceptance of the assumptions is not granted, the Consultant must review with the SATA options to determine substitutions to the assumptions.
- 2.1.3.7 Due to the nature of on-site investigative work, it is required that, at a minimum, the Consultant must provide an Intermediate Structural Engineer to be present during the site visit portion of the investigation.

2.1.4 Intrusive Investigations

Intrusive investigations, as a general rule, will only be required once an Analysis and Study based on a Non-Intrusive Investigation has been completed.

- 2.1.4.1 The Consultant will review all available existing documentation including any updates resulting from 2.1.3 to determine the following:
 - 2.1.4.1.1 What information is available;
 - 2.1.4.1.2 What information is required to be obtained; and,
 - 2.1.4.1.3 Prepare a strategy/methodology to obtain the required information; this can include the requirement to separately perform geotechnical investigations 2.1.5 and/or seismological and geophysical studies as per 2.1.10.
- 2.1.4.2 The Consultant will undertake site visits in accordance with their approved work plan, to complete the following:
 - 2.1.4.2.1 Visually assess the condition of the properties;
 - 2.1.4.2.2 Investigate all dimensional parameters of structural elements using both non-intrusive and intrusive investigations;
 - 2.1.4.2.3 Determine the reinforcing pattern of structural elements, and selectively confirm that reinforcing patterns conform with the structural drawings provided;
 - 2.1.4.2.4 Determine the properties of materials through material testing and intrusive structural investigations. This will include subcontracting all necessary resources to complete the work;

- 2.1.4.2.5 Unless otherwise directed, retain other services to complete the required field work and analysis for the determination of the site specific information required under the investigation; and,
- 2.1.4.2.6 Restore the site(s)/property(ies) to its(their) pre-investigation state.
- 2.1.4.3 The Consultant must hire and manage any subcontractors to complete the work identified in 2.1.4.1.3 and 2.1.4.2.
- 2.1.4.4 The information to be collected includes the following:
 - 2.1.4.4.1 Site description;
 - 2.1.4.4.2 Geotechnical, geological and geophysical properties of the site;
 - 2.1.4.4.3 Environmental loads;
 - 2.1.4.4.4 Date of design and construction of the building(s);
 - 2.1.4.4.5 Key dimensions;
 - 2.1.4.4.6 Type(s) of construction;
 - 2.1.4.4.7 Construction materials used;
 - 2.1.4.4.8 Material design properties;
 - 2.1.4.4.9 Structural framework of the building(s);
 - 2.1.4.4.10 Finishes used;
 - 2.1.4.4.11 State of the site and building(s) – visible damage, deterioration, site conditions, and any other factors possibly affecting the operational and safety performance of the asset(s);
 - 2.1.4.4.12 Any health and safety issues observed; and,
 - 2.1.4.4.13 Expected performance of the asset(s).
- 2.1.4.5 The Consultant will be required to investigate, by contacting local authorities, professionals, developers, contractors, etc., what reasonable assumptions may be made to undertake structural investigations. This will include determining local construction materials, material availability, standards, methods, structural types, customs, etc.
- 2.1.4.6 The Consultant must provide reasonable assumptions, with the acceptance of the SATA through the ISC DR, to replace missing information. If acceptance of the assumptions is not granted, the Consultant must review with the SATA options to determine substitutions to the assumptions.
- 2.1.4.7 Due to the nature of on-site investigative work, it is required that, at a minimum, the Consultant must provide an Intermediate Structural Engineer to be present during the site visit portion of the investigation.

2.1.5 Geotechnical Investigations

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- 2.1.5.1 The Consultant will be required to travel to site to undertake geotechnical investigation(s).
- 2.1.5.2 The Consultant will hire and manage any subcontractors required to complete the work identified in 2.1.5.5.
- 2.1.5.3 The geotechnical investigation(s) will assist in the evaluation of existing foundations and assessment of seismic loads applied on a particular building.
- 2.1.5.4 The Consultant will review all available existing geotechnical documentation and assess its relevance to the commissioned geotechnical investigation(s). If deemed appropriate, the existing information can be incorporated into the investigation(s).
- 2.1.5.5 The Consultant will propose a geotechnical work plan that takes into account geological setting, type of development, terrain characteristics and geographic location, and advise on the necessary tests that have to be carried out on site, such as number and location of test pits and/or boreholes, as well as number and location of piezometers, in order to obtain the following data:
- 2.1.5.5.1 Consultant’s observations on local geology, existing site conditions, existing site surface, conditions of existing structures, and earlier uses of site;
 - 2.1.5.5.2 Consultant’s recommendations with supporting information for design and construction of foundations (bearing capacities in Ultimate Limit States and Serviceability Limit States), slabs on grade, retaining walls, services/service lines & trenches and pavements;
 - 2.1.5.5.3 The type of existing soils and rocks, as well as groundwater conditions, determined through adequate drilling and testing, in order to obtain geotechnical design parameters required for building design, as per the National Building Code of Canada 2015 (NBCC 2015);
 - 2.1.5.5.4 Geotechnical engineering characteristics, including, but not limited to: index properties, unit weight of soil in undisturbed state, dynamic soil parameters, angle of internal friction, cohesion, compressive and shear strength, consolidation characteristics, coefficients of active and passive soil pressures, etc;
 - 2.1.5.5.5 Geological data and geotechnical profiles and stratigraphy, with soil parameters for each different layer of soil encountered in the various tests;
 - 2.1.5.5.6 Earthquake considerations: soil site classification for seismic site response, as per NBCC 2015 Table 4.1.8.4.A, determined using, as appropriate, the average shear wave velocity, V_s , the energy-corrected Average Standard Penetration Resistance, N_{60} , or the soil undrained shear strength, s_u . (These properties are to be averaged over a 30 m depth immediately below the bottom of the basement or the top of the piles); the shear wave velocity is to be based on the Vertical Seismic Profile (VSP) or Multi-Channel Analysis of Surface Waves (MASW) method, whichever is the most appropriate and cost efficient.
 - 2.1.5.5.7 Liquefaction potential;

- 2.1.5.5.8 Water table elevations and monitoring thereof, overall local site conditions affecting water table conditions and drainage characteristics;
 - 2.1.5.5.9 Frost depth with seasonal variations and advice on precautions, thermal insulation or other protection;
 - 2.1.5.5.10 Effects of extreme environmental conditions including heat, expansive soils, loess, and any other local conditions not normally encountered in Canada;
 - 2.1.5.5.11 Estimates of total and differential settlements, short and long term under static and dynamic loading;
 - 2.1.5.5.12 Particularities of natural soils or bedrock in the geographic area of the site, which could be subject to special design, construction or disposal requirements.
- 2.1.5.6 The Consultant must prepare documentation packages, as defined by the ISC SOW and PART 3 of this DoS, to complete the requirements of 2.1.5.4 and 2.1.5.52.1.5

2.1.6 Post-Event Structural Investigations

- 2.1.6.1 The Consultant will travel to site to undertake structural investigations, following an event that has potentially affected the structural integrity of Mission buildings. The event can be a climatic one, such as: an earthquake, a tsunami, strong winds, a hurricane, a heavy snow; a site condition, such as: a landslide, a flood, a sinkhole, a heavy settlement of subjacent soils, a failure of a building feature or structural component; a blast event, accidental or intentional; a fire, or any other event that would have been detrimental to the structure of the building.
- 2.1.6.2 The Consultant must review all existing information available on the buildings to be assessed.
- 2.1.6.3 The Consultant must undertake a site visit to the buildings being investigated, and visually assess the structural condition of the buildings, to determine if they are safe for continued occupancy. The Consultant must inform the DFATD DR of any issue(s) or concern(s) regarding the properties which would require immediate attention.
- 2.1.6.4 Unless otherwise authorized by the DFATD DR, the investigation will be non-intrusive following the criteria in 2.1.3 as appropriate.
- 2.1.6.5 The Consultant will advise the DFATD DR on any immediate imminent risks to Mission staff (if applicable). The Consultant must recommend short term solutions (such as evacuating certain areas of the building and providing temporary shoring or reinforcing details, if applicable), and long term solutions.

2.1.7 Feasibility Studies

- 2.1.7.1 The Consultant will be required to undertake studies to determine the feasibility of implementing a particular project.
- 2.1.7.2 The Consultant will be required, depending on the ISC SOW, to undertake some of the investigative work defined elsewhere in this DoS, in preparation for the feasibility studies.

2.1.8 Floor Load Studies

- 2.1.8.1 The Consultant will be required to use structural drawings to evaluate the floor load capacity for floor areas for a Mission as defined by the DFATD DR.
- 2.1.8.2 Should drawings not be available and/or insufficient information provided, then the Consultant must undertake a site survey to obtain the required data to complete a floor load study (or use alternative methods).

2.1.9 Building Code Comparison Studies

- 2.1.9.1 As stated in 1.2, 1.3 and 1.5, DFATD may have to evaluate properties designed to various different building codes and standards. The Consultant will be required to undertake a study of the various codes and standards to assess mitigation measures to resolve conflict among these codes and standards, with the baseline code being the NBCC 2015.

2.1.10 Natural Hazards Studies

- 2.1.10.1 The Consultant must undertake climatic studies to assess the various wind, snow, sand, and rain loads, or any other climate induced loads, of a particular geographic region. As this is a very specific expertise, the Consultant may be required to subcontract this work.
- 2.1.10.2 The Consultant must undertake seismological and geophysical studies to assess the Seismic Hazard of a particular geographic region. As this is a very specific expertise, the Consultant may be required to subcontract this part of work; these studies may include evaluation of tsunami characteristics, as well as landslide potential.

2.1.11 Seismic Studies

- 2.1.11.1 The Consultant must undertake seismic studies of particular buildings, based on the requirements of the NBCC 2015. A Building Code Comparison Study as defined in 2.1.9 may be included as part of this study.
- 2.1.11.2 The Consultant must re-evaluate the structure of an existing building based on the findings of a detailed survey as defined by 2.1.2 and geotechnical investigation defined in 2.1.5. The Consultant must perform a 3-D model and dynamic analysis considering all connectivity between different components of the seismic resisting elements.
- 2.1.11.3 The Consultant must retain the services of a seismologist to undertake a Probabilistic Seismic Hazard Analysis to confirm the “Seismic Risk and Spectral Acceleration Parameters” used in the seismic study. The Probabilistic Seismic Hazard Analysis is to determine the Site Specific Seismic Hazard, such as the 2% in 50 year return period.

2.1.12 Blast Studies

- 2.1.12.1 The Consultant will be required to use structural and architectural drawings, in order to either:
- 2.1.12.1.1 Determine the blast load capacity of the overall structure, and its specific elements, at a prescribed stand-off distance; or,
- 2.1.12.1.2 Determine the performance of the overall structure, and its specific elements, under a prescribed charge size and stand-off distance.

- 2.1.12.2 Should drawings not be available and/or insufficient information be provided, then the Consultant must undertake a site survey to obtain the required data to complete a blast load study.
- 2.1.12.3 All blast analyses must be completed using the analysis methods described in CSA/S850-12 “Design and assessment of building subjected to blast loads”, Section 8.3 Analysis Methods. The consultant must clearly state which method was employed and provide justification as to why this method was appropriate for the particular structure and/or threat scenario. Response limits and acceptable hazard levels for all structural elements will be defined by DFATD.
- 2.1.12.4 Results of the assessment must be summarized and must include a matrix of threat scenarios and damage levels for all components analysed.
- 2.1.12.5 A written report must be prepared and must include the following:
- 2.1.12.5.1 Description of site and facility construction;
 - 2.1.12.5.2 Threat scenarios evaluated;
 - 2.1.12.5.3 Blast prediction methodology and results (including all assumptions);
 - 2.1.12.5.4 Structural and non-structural damage prediction methodology and results; and,
 - 2.1.12.5.5 Conclusions and recommendations.
- 2.1.12.6 All information provided to the consultant must be considered sensitive and confidential, and must not be shared with any individual or entity without the explicit consent of DFATD. All individuals handling the information within this section, including report writing, must be approved by the DFATD DR prior to commencement of the work.
- 2.1.12.7 All transmission of information, be it from DTATD to the consultant, or from the consultant to DFATD, must be undertaken via secure channels as approved by DFATD. Under no circumstance must any of the information described in the section be communicated via non-secure channels.

2.2 DESIGN AND REVIEW SERVICES

The following requirements outline the general description of services for ‘Design and Review Services’ that may be required for the duration of any Project undertaken under this SA.

- 2.2.1 Designing small repair, maintenance or fit up works. The expected level of detail will be comprehensive structural designs, complete with appropriate detail and specifications.
- 2.2.2 Providing code assessment reviews when deviating from the National Building Code of Canada’s prescriptive measures. This will include providing alternative measures to meet the intent of the NBCC. Justification must be documented for records.
- 2.2.3 Analyzing client requirements, providing direction and developing technical solutions.
- 2.2.4 Reviewing shop drawings.
- 2.2.5 Reviewing alternate proposed materials or systems, or alternate construction details.
- 2.2.6 Reviewing progress claims for completed work.

- 2.2.7 Reviewing merits of claim received from contractors for additional work. Providing opinions on whether claims are a result of revised direction, incomplete construction documentation, non-coordinated construction drawings, or any other potential causes.
- 2.2.8 Completing on-site construction review services.
- 2.2.9 Providing design services for the mitigation of unforeseen site conditions.
- 2.2.10 With the approval of the ISC DR, the Consultant will develop plans to conduct additional work.

2.3 QUALITY ASSURANCE (QA) REVIEW SERVICES

The following requirements outline the general description of services for ‘Quality Assurance Review Services’ that may be required for the duration of any Project undertaken under this SA.

- 2.3.1 DFATD may enter into contracts with General Contractors to implement construction projects. The Consultant will be required to provide DFATD with Quality Assurance Review Services.
- 2.3.2 At all Missions where construction projects proceed to implementation, the construction will require QA services. For these QA services the Consultant must:
 - 2.3.2.1 Assist in the tendering stage by responding to technical questions raised during the tendering process, and providing comment on the pre-qualification submissions of the bidders to the ISC DR;
 - 2.3.2.2 Review and provide to the ISC DR a recommendation for approval or rejection of shop drawings submitted by the General Contractor;
 - 2.3.2.3 Provide to the ISC DR detailed drawings, sketches, specifications or installation information which may be required by the General Contractor for clarification, mitigation of unforeseen site conditions, and to ensure proper execution of the work;
 - 2.3.2.4 Prepare and submit an estimated schedule for site visits detailing work to be done at each visit. Alternately, DFATD might retain a local qualified firm to provide the Quality Assurance. In this case, the Consultant will provide guidance, direction to the selected QA firm, through the ISC DR, and based on local qualified firm’s reporting validate that the completed work is in general conformance with the construction documents;
 - 2.3.2.5 Prepare a list of approved materials and makes for local or imported items required for the project;
 - 2.3.2.6 Submit to the ISC DR, in writing for approval, any additional works that the Consultant deems necessary for this stage;
 - 2.3.2.7 Answer the General Contractor’s, through the ISC DR, questions pertaining to the project;
 - 2.3.2.8 Provide site supervision or guidance to a local QA firm, including detailed reports of the field review of construction progress and deficiencies;
 - 2.3.2.9 Update the design as necessary, which must be submitted to the ISC DR for the required Quality Assurance Review (QAR);

- 2.3.2.10 Deliver a full as-built package including as-built drawings and a letter of substantial completion as per the Contract Documents to the ISC DR;
- 2.3.2.11 The Consultant will prepare detailed “Quality Assurance Review” reports for each document reviewed; and,
- 2.3.2.12 The Consultant could be tasked with preparing drawings and specifications for:
 - 2.3.2.12.1 Buildings/facilities of the Canadian Mission;
 - 2.3.2.12.2 Perimeter security upgrading (security fence, gates and guardhouse) of buildings/facilities of the Canadian Mission;
 - 2.3.2.12.3 Façade hardening (blast resistant curtain wall or precast concrete panels, reinforcing of exterior walls for specified blast loads, etc.) of existing buildings/facilities of the Canadian Mission; and,
 - 2.3.2.12.4 Renovation of existing or fit-up of buildings/facilities part of the Canadian Mission.

2.4 MISCELLANOUS ARCHITECTURE and ENGINEERING SERVICES

2.4.1 Architectural Services

- 2.4.1.1 In the event that the Structural Engineering Services have an Architectural impact on the work, the Consultant will retain a licenced Architect to provide the services required.

2.4.2 Civil Engineering Services

- 2.4.2.1 In the event that the Structural Engineering Services have an impact on the civil infrastructure located on the property, the Consultant will retain a licenced Civil Engineer to provide the services required.

2.4.3 Mechanical Engineering Services

- 2.4.3.1 In the event that the Structural Engineering Services have an impact on the mechanical systems related to the project, the Consultant will retain a licenced Mechanical Engineer to provide the services required.

2.4.4 Electrical Engineering Services

- 2.4.4.1 In the event that the Structural Engineering Services have an impact on the electrical systems related to the project, the Consultant will retain a licenced Electrical Engineer to provide the services required.

2.4.5 Geotechnical Engineering Services

- 2.4.5.1 In the event that geotechnical investigations are required to provide the Structural Engineering services, the Consultant will retain a geotechnical engineer to complete the required field work and analysis for the determination of the site specific Seismic Site Classification, as well as basic soil information.

2.4.6 Seismic Hazard Studies

2.4.6.1 The Consultant must retain the services of a Seismologist to complete “Seismic Risk and Spectral Acceleration Parameter” studies.

2.4.7 Contracting Services

2.4.7.1 The Consultant will be responsible to subcontract all services not available in-house.

2.4.8 Other Services:

2.4.8.1 The Consultant is obligated to minute the discussions of any meeting that is held with GAC or where the consultant is representing GAC, such as at Mission.

2.4.8.2 The Consultant will be responsible to subcontract translation services, as required for existing documentation as per 1.4.3.

PART 3. DELIVERABLES

The following deliverables requirements outline the general description of the deliverables that may be required under this Supply Arrangement. The actual Deliverables will be as defined by the Statement of Work for each Structural Engineering Services Individual Supply Contract (ISC).

3.1 WORK STRATEGY/METHODOLOGY DELIVERABLES

3.1.1 Prior to commencing any work, a proposed work plan, including schedule, must be submitted for any ISC. Work may commence once approval has been granted by the ISC DR.

3.1.1.1 The Consultant must prepare a written ‘Approach Methodology’ detailing the actions to be taken in order to achieve delivery of any specific ISC requirements.

3.2 TRAVEL PROPOSAL DELIVERABLES

3.2.1 If travel is required to complete the work identified in any ISC, the Consultant must attend a presentation on the Treasury Board Policies and Directives. This presentation will also outline procedures that must be followed in order to be reimbursed for travel expenses, if applicable.

3.2.2 The Consultant is not required to attend the presentation of 3.2.1 more than once unless there are new approved team members travelling under an individual ISC.

3.2.3 If travel is required to complete the work identified in any ISC, the Consultant must include, as part of the Work Plan of 3.1.1, a Travel Proposal.

3.2.4 The Consultant will be advised of potential visit dates approved by the Missions prior to submitting any proposed travel schedule and estimate. An approved visit schedule must then be prepared by the Consultant before any travel is authorized.

3.2.5 Should the Consultant deem travel additional to that identified in the ISC is warranted, the Consultant must provide a travel proposal, in writing, to the ISC DR. The travel proposal must provide proper justification as to why the travel is required. Any additional travel to the Mission required to complete this work must be approved by the ISC DR prior to making any travel plans.

3.3 REPORTING DELIVERABLES

3.3.1 Summary of Key Observations Deliverables (Trip Report)

3.3.1.1 Upon completion of any site visit, the Consultant must provide a brief summary in the form of an itemized list of key engineering observations of the site, building(s) and property(ies) environs, noting any obvious deficiencies. The summary shall be submitted in the following format:

3.3.1.1.1 Background;

3.3.1.1.2 General Observations;

3.3.1.1.3 Data that could not be collected, and proposed assumptions;

3.3.1.1.4 Recommendations; and,

3.3.1.1.5 Immediate Concerns

3.3.1.2 The observations included in the summary shall be limited to anything that may be of an immediate concern, and/or may benefit from immediate remediation or action, and/or may be of potential importance to the project. The summary shall provide any vital concerns and the estimated level of remediation (if any) necessary.

3.3.2 Technical Memoranda Deliverables

3.3.2.1 For any study or investigation that the purpose of which is to update and/or confirm the findings of any previous investigation and/or study, the Consultant must prepare a written Technical Memorandum compliant with the paragraphs of this Description of Services and the terms of the Statement of Work appended to any ISC.

3.3.2.2 All Technical Memoranda must be limited in length, exclusive of any appendices to facilitate review by the SATA or the ISC TA.

3.3.2.3 All Technical Memoranda must be signed and sealed by a Professional Engineer licensed to practice in Canada. All numeric values in any memorandum are to be presented in S.I. units unless otherwise approved. At a minimum, each memorandum is to include the following:

3.3.2.3.1 An outline of the scope of the evaluation conducted, including a list of any checklists followed, and the type of investigation conducted;

3.3.2.3.2 A general description of the property that includes, but is not limited to, description, features, and overall property dimensions;

3.3.2.3.3 A list of the documents that were used in the evaluation and a brief summary of each document;

3.3.2.3.4 A summary list and discussion of the results of any tests and sampling methods undertaken;

3.3.2.3.5 A discussion of the level of inspections and testing conducted (if applicable);

3.3.2.3.6 A discussion of the site data including site classification used;

- 3.3.2.3.7 A summary of the engineering parameters employed and assumptions considered in the analysis, including a discussion of material properties and the seismic hazard;
 - 3.3.2.3.8 A comparison between the new findings and any previous report results; and,
 - 3.3.2.3.9 A copy of all analytical procedures, calculations, photographs, material test results, the results of the geotechnical study, all necessary checklists, summary data sheet, and references.
- 3.3.2.4 All Technical Memoranda will also include the following elements:
- 3.3.2.4.1 A short executive summary;
 - 3.3.2.4.2 The body of each memorandum as outlined in 3.3.2.3;
 - 3.3.2.4.3 Recommendations; and,
 - 3.3.2.4.4 Conclusions
- 3.3.2.5 Where the format of the Technical Memoranda are clearly defined by the terms of this DoS in the SA, an electronic draft copy of the Memoranda will be submitted to the ISC DR in PDF format for review and comment, if any.
- 3.3.3 If the Consultant wishes to substitute a written report in lieu of a TM, the Consultant may do so upon approval of the ISC DR.
- 3.3.3.1 The Final Technical Memoranda are to be delivered to the ISC DR in electronic format (PDF), on CD, or other suitable permanent electronic storage medium, and, must include one (1) bound hard copy.
- 3.3.4 Report Deliverables**
- 3.3.4.1 For all studies and investigations, other than those of 3.3.2, the Consultant will prepare a written report, signed and sealed by a Professional Engineer licensed to practice in Canada. All numeric values in the report must be presented in S.I. units. All technical performance requirements must be included in the report. At a minimum, the report is to include the following:
- 3.3.4.1.1 An outline of the scope of the evaluation conducted, including a list of the checklists followed, if any, and the type of investigation conducted;
 - 3.3.4.1.2 A list of the documents that were used in the evaluation and a brief description of each document;
 - 3.3.4.1.3 A general description of the asset studied that, for example - a building, includes, but is not limited to, building description, number of stories, overall building dimensions, occupancy load, the age of the building, and the design code used for the design of the building;
 - 3.3.4.1.4 A structural description of the assets including the gravity and lateral load resisting system(s), with a description of the structural systems including components such as the floor and roof diaphragms, vertical structural elements, basement, and foundation system.

- 3.3.4.1.5 A discussion of the level of inspections and testing conducted, if applicable;
 - 3.3.4.1.6 A discussion of the site data including site classification and seismic hazard, if applicable;
 - 3.3.4.1.7 A review of research and any discussions on the performance of the asset during any unexpected accidental or rare, natural or manmade loading conditions in past events, if applicable;
 - 3.3.4.1.8 A summary of the engineering parameters employed and assumptions considered in the study and/or investigation, including a discussion of material properties, and the hazards of 3.3.4.1.7;
 - 3.3.4.1.9 A copy of all photographs, material test results, the results of any site or desktop studies, all necessary checklists, summary data sheets, and references;
 - 3.3.4.1.10 A copy of all calculations and analysis results must be available upon request;
 - 3.3.4.1.11 A description of proposed retrofit options, including the level of intrusiveness and effort to implement each option;
 - 3.3.4.1.12 A discussion regarding implementation of each structural option including implications with respect to building performance, technical constraints, retrofit costs, phasing, construction strategy, and scheduling;
 - 3.3.4.1.13 A description of upgrade options for non-structural items;
 - 3.3.4.1.14 A list of Rough Order of Magnitude (ROM) costs for the different proposed options, to include a cost estimate of the project, based on delivery of the project in Canada, and an estimate of a cost factor to account for the cost of delivery of materials to the location of the project; and,
 - 3.3.4.1.15 An assessment of the availability of local skilled labour, to carry out the required retrofit options.
- 3.3.4.2 For the purpose of defining, “As Applicable,” in 3.3.4.1, they all are applicable unless specifically identified in the SOW of any ISC as not being applicable.
- 3.3.4.3 Where the format of the Final Report is clearly defined by the terms of this Description of Services and the Statement of Work of the Structural Engineering Services Individual Supply Contract, a Draft Report is to provide at least ninety percent (90%) of the content of the Final Report. The Draft Report is to be submitted electronically in PDF format to the ISC DR who will have it reviewed and provide comments to the Consultant before the report is finalized.
- 3.3.4.4 The report must include the following elements:
- 3.3.4.4.1 An executive summary;
 - 3.3.4.4.2 The body of the report as outlined in 3.3.4.1 and the SOW of the ISC;
 - 3.3.4.4.3 Recommendations; and,
 - 3.3.4.4.4 Conclusions.

- 3.3.4.5 Final Reports are to be delivered to the ISC DR both electronically in PDF format on CD, or other suitable electronic storage medium, including any supporting documents, along with two bound hard copies of the Final Reports.

3.3.5 Field Review and Inspection Report Deliverables

- 3.3.5.1 The Consultant will prepare detailed “Field Review and Inspection” reports each time that an inspection is made in person or by any retained QA firm.
- 3.3.5.2 Detailed “Field Review and Inspection” reports are to be reviewed by and submitted by a Professional Engineer licensed to practice in Canada.
- 3.3.5.3 The reports must include details on construction progress, clearly identify the area being reviewed, clearly identify any deficiencies observed, and clearly identify any modifications required.

3.3.6 Quality Assurance Review Deliverables

- 3.3.6.1 The Consultant will prepare detailed “Quality Assurance Review” reports for each document reviewed.

3.4 DESIGN DELIVERABLES

3.4.1 Concept Drawing Deliverables

- 3.4.1.1 The Consultant must prepare concept drawings of THE PROJECT as defined in the Statement of Work of the specific Structural Engineering Services Individual Supply Contract.

3.4.2 Construction Design Drawing Deliverables

- 3.4.2.1 Upon issuance of any Construction Design ISC, the Consultant must prepare tender drawings/plans, Schedule of Quantities and Technical Specifications and submit them to the ISC DR for review by the SATA and ISC TA. The ISC DR will then return the submitted documents to the Consultant with the supporting QAR documentation.
- 3.4.2.2 The Construction Design Drawing package must include:
- 3.4.2.2.1 A complete bound Tender Drawing package;
 - 3.4.2.2.2 A full Technical Specification following the most current version of the National Master Specs (NMS) or equal format;
 - 3.4.2.2.3 A complete cost estimate including material quantities detailed for each type of material in accordance with the specifications; and,
 - 3.4.2.2.4 A bench mark construction schedule for the entire project.

3.4.3 As-Built Package Deliverables

- 3.4.3.1 The Consultant must submit a full and comprehensive As-Built Package to the ISC DR. The As-Built Package must include the following as a minimum:
- 3.4.3.1.1 As-built drawings;
 - 3.4.3.1.2 A letter of substantial completion as per the Contract Documents;

- 3.4.3.1.3 Material test reports; and,
- 3.4.3.1.4 Any other information deemed appropriate by the Consultant.

3.5 MISCELLANEOUS DELIVERABLES

3.5.1 Presentation and Meeting Deliverables

- 3.5.1.1 The Consultant must be prepared to give a brief presentation in order to provide an overview of draft reports, explain findings to the ISC TA and present recommendations, conclusions and concept design options.
- 3.5.1.2 The Consultant must be able to attend meetings both in the National Capital Region and at Missions abroad. Where physical presence is impractical, the meetings will be via videoconferencing or teleconference as required.
- 3.5.1.3 The Consultant is obligated to minute the discussions of any meeting that is held with DFATD or where whenever the consultant is representing DFATD, such as at Mission.

3.5.2 Additional Work Deliverables

- 3.5.2.1 The Consultant must prepare and submit to the ISC DR a written proposal for any additional work required.
- 3.5.2.2 The proposal must include the following:
 - 3.5.2.2.1 Issue(s);
 - 3.5.2.2.2 Justification for additional work;
 - 3.5.2.2.3 Purpose;
 - 3.5.2.2.4 Estimated schedule for the additional work;
 - 3.5.2.2.5 Cost breakdown; and,
 - 3.5.2.2.6 Cost of reimbursable expenses.

PART 4. COMMUNICATION REQUIREMENTS

4.1 SA SPECIFIC COMMUNICATIONS

- 4.1.1 All communication concerning this SA, once signed, must be conducted through the SADR with only the exceptions listed in 4.1.2.
- 4.1.2 **Exceptional Communications**
 - 4.1.2.1 If the communication is technical in nature, then the communication may be directed to the SATA and the SADR must be copied.
 - 4.1.2.2 Any communications concerning an RfISCP will be addressed to the ISC DR and both the SADR and SATA must be copied.
 - 4.1.2.3 Both the SADR and SATA may delegate their communication to others.

- 4.1.2.4 Both the SADR and SATA may reduce the scope of the requirements identified in 4.1.1, 4.1.2.1 and 4.1.2.2.
- 4.1.2.5 Communications requirements for use under an ISC are defined in 4.3 and to be clarified in the ISC SOW.

4.2 OFFICIAL LANGUAGES

- 4.2.1 In accordance with the Federal Government's policy on bilingualism the Consultant's team must be capable of working effectively in English and/or French.

4.3 ISC SPECIFIC COMMUNICATIONS

- 4.3.1 All communication concerning any ISC, once signed, must be conducted through the ISC DR with only the exceptions listed in 4.3.2.
- 4.3.2 **ISC Exceptional Communications**
 - 4.3.2.1 If the communication is technical in nature, then the communication may be directed to the ISC TA and the ISC DR must be copied;
 - 4.3.2.2 Communication with a Mission must not commence until written approval has been granted to the Consultant by the ISC DR and will only be with the identified point of contact at the mission or delegate; the ISC DR must be made aware of and copied on all communications. In addition, the approval is granted only on certain topics (for example travel arrangements, etc.), and must not be extended to other topics without consultation with the ISC DR;
 - 4.3.2.3 The Consultant must, through coordination with the ISC DR, provide the Mission the Consultant's planned itinerary including dates of arrival and departure, accommodations and the need for access to areas or any equipment they will need to complete any site investigation work. The Mission may propose alternate accommodations and local ground transport arrangements. These should be taken under consideration for safety reasons;
 - 4.3.2.4 Communication may be directed to the SADR on issues regarding immediate attention if neither the ISC DR nor ISC TA is available to respond including any occasion where there is no timely response;
 - 4.3.2.5 All verbal communication with a Mission must be summarized in writing by letter or email, as appropriate, and copied to the ISC DR; and,
 - 4.3.2.6 No discussions of Technical issues or details are to take place with Mission staff.

UNDERTAKING OF CONFIDENTIALITY

Title: Project Title

Solicitation Number: AWT-AESVCS-STRUCT-15129

Project Number(s): N/A

Name of Consultant:

1. The Consultant must keep confidential all information provided by or on behalf of Canada to the Consultant in connection with the Solicitation Number AWT-AESVCS-STRUCT-15129 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 Supply Arrangement. The Consultant shall not disclose any such information to any person, including subcontractors 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 must 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 Services and Procurement Canada Industrial Security Manual and its supplements and any other instructions issued by the Department.

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 subcontractor at any tier or any authorized supplier for security purposes at any time during the term of the Standing Offer and the Consultant must comply with, and ensure that any authorized subcontractor complies with, all written instructions issued by the Department dealing with the material so identified, including any requirement that employees of the Consultant or of any such subcontractor 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 must destroy all Documentation mentioned above.

5. Any proposed change in the security requirements after the establishment of the Supply Arrangement 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 20xx at Ottawa in the Province and Country of Ontario, Canada.

Signatures:

Name of Individual :

Title :

Corporate Name

Street Address

City, Province

ANA NAN

Witnessed by:

Name of Witness :

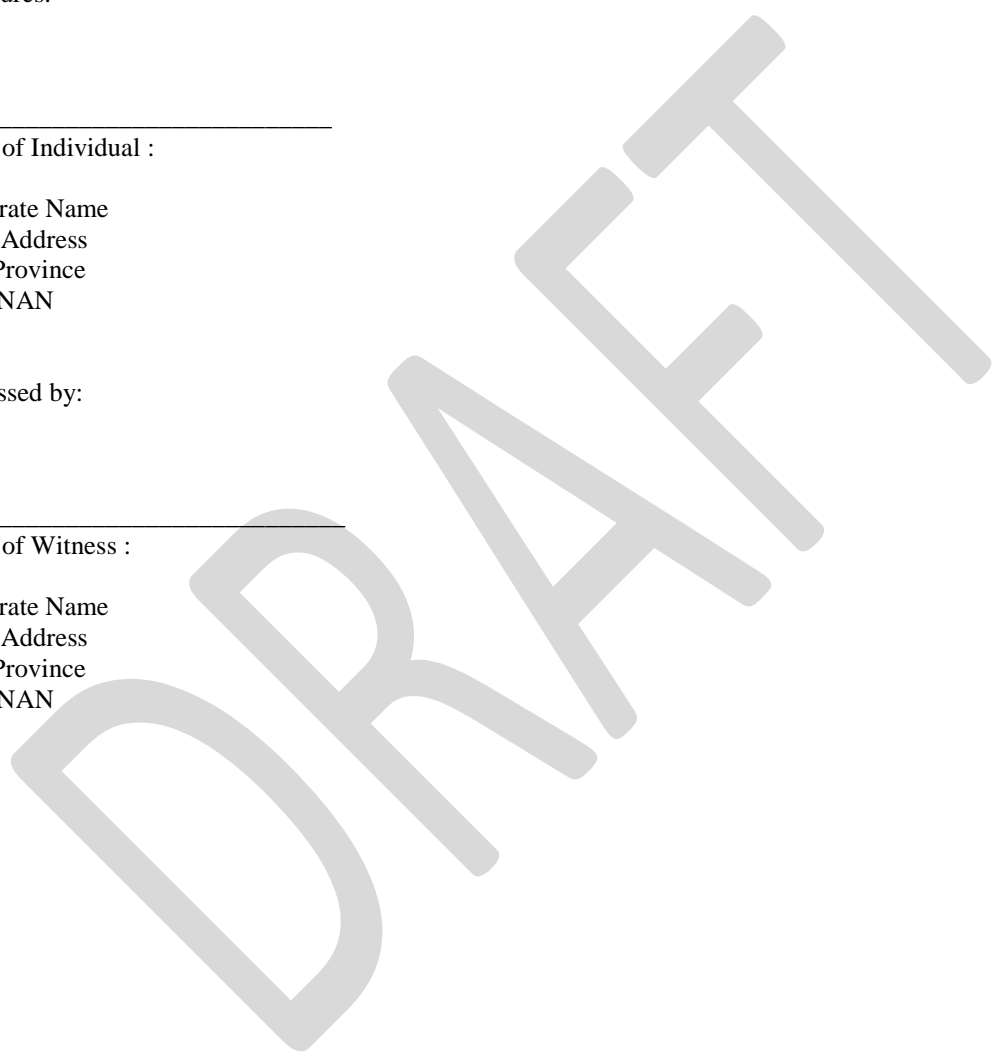
Title :

Corporate Name

Street Address

City, Province

ANA NAN



Department of Foreign Affairs,
Trade and Development (DFATD)
Commissioning and Engineering Services (AWT)

Level of Effort for Individual Supply Contracts

Request for Level of Effort

Date:
Proponent:
Project #:
Solicitation #:

1.0 Description of the Work
See attached Statement of Work.

2.0 Estimated Period of Contract
From:
To:

3.0 Location:
3.1 Country, City;
3.2 Building: Chancery, Official Residence, Staff Quarters, Others (as required).

4.0 Cost

Construction Cost Breakdown	Per Diem Rate	No. Of Days to Perform the Work	Total
Senior Structural Engineer	\$		
Intermediate Structural Engineer	\$		
Junior Structural Engineer	\$		
Structural Technical Support	\$		
Civil Engineer (<i>blended rate</i>)	\$		
Geotechnical Engineer (<i>blended rate</i>)	\$		
CAD Operator/Draftsperson	\$		
Site Engineer/Technician	\$		
Seismologist	\$		
Architect (<i>blended rate</i>)	\$		
Mechanical Engineer (<i>blended rate</i>)	\$		
Electrical Engineer (<i>blended rate</i>)	\$		
Total Labour			\$
Travel Cost Estimates			\$
Living Expenses			\$
		Sub-Total	\$
		HST/VAT	\$
		Total	\$

• The above table is applicable to all Projects; however, it will be modified slightly for each requirement. 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 : _____



C. ARTICLES OF AGREEMENT
C1. DEPARTMENTAL REPRESENTATIVE
TBD
Global Affairs Canada (GAC)
125 Sussex Drive
Ottawa, Ontario Canada K1A 0G2

DRAFT

**STRUCTURAL ENGINEERING SERVICES
INDIVIDUAL SUPPLY CONTRACT**

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 - ISC" – Statement of Work.

C2. Title	C3. Date								
Individual Supply Contract Terms and Conditions - Structural Engineering Services									
C4. Contract Period									
Start:	End:								
C5. Contract Number	C6. Project Number								
AWT-AESVCS-STRUCT-15129	N/A								
C7. INDIVIDUAL SUPPLY CONTRACT DOCUMENTS									
<ol style="list-style-type: none"> These Articles of Agreement Supplementary Conditions (Section "I") Terms of Payment (Section "IP") General Conditions (Section "IIP") Statement of Work (Appendix "A - ISC") Existing Document List (Appendix "B - ISC") Travel Directive for Person Under Contract (Appendix "C - ISC") Supply Arrangement Terms and Conditions The Completed Level of Effort Form <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>									
C8. CONTRACT AMOUNT									
Her Majesty shall pay an amount not to exceed \$(TO BE INSERTED AT TIME OF CONTRACT AWARD), to be paid in accordance with the Supplementary Conditions and the Terms of Payment, as follows:									
<table border="1"> <thead> <tr> <th>Milestone</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Labour – (fixed/up to)</td> <td></td> </tr> <tr> <td>Travel and Living (up to)</td> <td></td> </tr> <tr> <td>Reimbursable Expenses (up to)</td> <td></td> </tr> </tbody> </table>		Milestone	Amount	Labour – (fixed/up to)		Travel and Living (up to)		Reimbursable Expenses (up to)	
Milestone	Amount								
Labour – (fixed/up to)									
Travel and Living (up to)									
Reimbursable Expenses (up to)									
All amounts are in Canadian dollars and EXCLUSIVE of VAT									
C9. INVOICES									
Two (2) copies of invoices are to be sent to the Departmental Representative showing:									
<ol style="list-style-type: none"> the amount of the progress payment being claimed for Services satisfactorily performed; the amount for any tax (including VAT) calculated in accordance with the applicable legislation; the date; the name and address of the consignee; description of the Services performed; the project name; and the contract number. 									
C10. GOVERNING LAWS									
Laws in force in the Province of Ontario, Canada.									
FOR THE PROPONENT									
_____ Signature	_____ Date								
NAME AND CAPACITY									
Print Name and Capacity									
FOR THE MINISTER									
_____ Signature	_____ Date								
NAME AND CAPACITY									
Print Name and Capacity									
Corporate Seal									

SECTION "I" – SUPPLEMENTARY CONDITIONS

SC 1 PAYMENT

1.1 LABOUR

A. LUMP SUM/FIXED FEE + EXPENSES

In consideration of the Contractor satisfactorily completing all of its obligations under this Individual Supply Contract ("Contract"), the Contractor will be paid a fixed price of \$ _____ (*insert amount at contract award*) exclusive of VAT.

OR (*Select Type of Contract at Tender Stage*)

B. UPSET LIMIT/PROGRESS PAYMENTS + EXPENSES

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, a limitation of expenditure of \$ _____ (*amount to be inserted at contract award*) exclusive of VAT.

Firm Per Diem rates for the Proposed resources will be included at time of Contract Award.

Personnel Type	Firm Per Diem Rate
Senior Structural Engineer - Licensed Professional Engineer	\$
Intermediate Structural Engineer – Licensed Professional Engineer	\$
Junior Structural Engineer	\$
Structural Technical Support	\$
Civil Engineer	\$
Geotechnical Engineer	\$
CAD Operator/Draftsperson	\$
Site Engineer/Technician	\$
Seismologist	\$
Architect	\$
Mechanical Engineer	\$
Electrical Engineer	\$

1.2 TRAVEL AND LIVING

The Contractor will be reimbursed for the travel and living expenses reasonably and properly incurred in the performance of the Work, up to maximum of \$0.00 Canadian dollars according to the following terms and items. All travel and living expenses must be pre-approved, in writing, by the GAC Departmental Representative. These expenses will be paid at actual cost with mark-up (without markup, *change as necessary*), upon submission of an itemized statement supported by original receipt vouchers.

All travelling and living expenses must comply with both the Treasury Board Directive on Special Travel Authorities for Persons on Contract and the National Joint Council Travel Directive found at:

<https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html>, and
<http://www.njc-cnm.gc.ca/directive/d10/v238/en>

Up to twelve (12) hours per day will be reimbursed at the regular rate for time in travel.

Travelling and living expenses will be reimbursed without markup, based on original receipts, up to the maximum rates and conditions that are specified in the Treasury Board Travel Directives as per Appendix "C - ISC". Airfare will be limited to a maximum of full-fare economy class only. Contractors are required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon approval of this agreement, in order to take advantage of the lowest fares. Global Affairs Canada (GAC) retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the Contractors, where this is company policy.

All airfare, accommodations, meals, visas, and immunization receipts must be provided with invoice in order to be reimbursed for these expenditures. Meals and incidentals will only be paid up to the amount on the Treasury Board Appendix "D" Allowances, found at:

http://www.njc-cnm.gc.ca/directive/app_d.php?lang=eng

Type of Accommodation	City	Maximum Meal Rate			
		Breakfast	Lunch	Dinner	Meal Total
C-Day 1-30		*	*	*	*
C-Day 31-120		*	*	*	*
C-Day 121 +		*	*	*	*

C = Commercial Accommodation

* = Reasonable and justifiable expenses. Receipts required.

*ALL TRAVEL AND LIVING COSTS ARE CALCULATED AND REIMBURSED BASED ON PROOF OF RECEIPTS AND IN ACCORDANCE WITH THE TB TRAVEL DIRECTIVE.

WE WILL PAY: AIRFARE (INCLUDING AIRLINE FEES); HOTEL; WORK-RELATED TAXI; MEALS [W/RECEIPTS UP TO TB AMOUNTS]; VISAS; VACCINATIONS; LEAST-COST HOME-AIRPORT & AIRPORT-HOTEL GROUND TRANSPORT

THE ATTACHED APPENDIX "C - ISC" – *TREASURY BOARD TRAVEL DIRECTIVE FOR PERSONS UNDER CONTRACT* PROVIDES ALL APPLICABLE INFORMATION FOR PERSONS WHO ARE REQUIRED TO TRAVEL WHILE UNDER CONTRACT WITH GAC.

NOTE: ALL COSTS INCURRED RELATING TO RE-SCHEDULING OF CANCELLATION OF TRAVEL DUE TO DECISIONS MADE BY GAC WILL BE REIMBURSED AT COST WITHOUT SURCHARGE.

1.3 REIMBURSABLE EXPENSES (IF APPLICABLE)

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work, up to a maximum of \$0.00 Canadian dollars according to the following terms and items. Reimbursable expenses must be pre-approved in writing by the GAC Departmental Representative. These expenses will be paid at actual cost with mark-up (without markup, *change as necessary*), upon submission of an itemized statement supported by receipt vouchers.

The following ancillary work, if approved by the GAC Departmental Representative, will be reimbursed by GAC at cost, plus to a maximum of 0% (*insert at time of contract award*) upon presentation of actual, original invoices. The % surcharge covers the coordination of the work and the administration of the Contract. (*Change as necessary*)

Structural surveys: Structural surveys may include exploratory holes, load testing, in-situ materials testing, and sample removal for lab testing of materials, including lab testing and reporting.

Drawings and Specifications: In the event that A&E drawings and specifications are not on hand, GAC will reimburse costs incurred by the Contractor to secure the drawings.

Geotechnical/ Soil Surveys:

Level I: Research/consultation with local soils Consultants to ascertain specific soil conditions.

Level II: Detailed soils investigation which may include obtaining the services of a Geotechnical Consulting Engineering Specialist.

Seismic Geological Investigations:

Level I: Research/consultation with local seismologists to ascertain specific seismic conditions.

Level II: Detailed seismic investigation which may include obtaining the services of a Geotechnical or Seismic Consulting Engineering Specialist.

Translation services: For translation of engineering drawings, reports, standards, and codes to and from local language to and from either English or French.

Others: Any other reasonably required costs to be pre-approved by the GAC Departmental Representative. All costs directly related to the production of the deliverables is excluded; this includes photocopying, printing, binding, and delivery of drawings, specifications, reports, certificates, letters, photographs, and memoranda.

SC2 SECURITY REQUIREMENTS

This document does NOT contain CLASSIFIED information; however all or part of the Work involves possible access to CLASSIFIED and/or PROTECTED information/material.

The Contractor must NOT remove, without the express written approval of the Departmental Representative, any CLASSIFIED and/or PROTECTED information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

The Contractor will be responsible to identify the Security Requirements of the Contract to their Sub-contractors and to ensure that these requirements are complied with by Subcontractors.

The Contractor must hold an appropriate valid Security Clearance – Secret Level II for the duration of the project.

The Contractor and/or subcontractor who require access to CLASSIFIED and/or PROTECTED work sites shall be escorted into the necessary areas.

Sub-contractors, who require access to CLASSIFIED and/or PROTECTED information or sensitive work sites, will NOT be permitted access without the prior, written approval of the Departmental Representative of the ISC (Individual Supply Contract).

SECTION "IP" – TERMS OF PAYMENT

TP1 PAYMENTS TO THE CONTRACTOR

- 1.1 The Contractor will be entitled to receive payments at the stages identified in Clause TP2. Such payments shall be made not later than the due date, which will be the thirty (30) days following receipt of a properly submitted invoice.
- 1.2 The Departmental Representative shall notify the Contractor within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment will be made not later than 30 days after receipt of the corrected invoice or the required information.
- 1.3 Upon completion of each stage identified in TP2, provided at least one progress payment has been made, the Contractor must provide a Statutory Declaration evidencing that all the Contractor's financial obligations for services rendered to the Contractor or on the Contractor's account, in connection with this Contract, have been satisfied, before any further payment is made.
- 1.4 Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non-payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Services.
- 1.5 Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with Clause TP1.3.

TP2 PAYMENT STAGES

- 2.1 Payments in respect of the different Contracting Phases will be made during the performance of the Services for the following milestones, up to the amounts specified below:

<u>Travel Expenses</u>	The amount of billable travel and living reimbursable expenses is payable upon completion of said travel. The Contractor must submit the invoice within thirty (30) days after they return from their trip.
<u>Reimbursable Expenses</u>	Reimbursable expenses may be invoiced monthly.
<u>Lump Sum/Fixed Fee</u>	The amount of billable per diem fees for work completed upon receipt of the Final Deliverables as specified in the Description of Work. The Contractor must submit the invoice within 30 days of completion.
<u>Daily/Hourly Rate</u>	Under \$ 5,000.00 value contracts are billable upon receipt of the final deliverables. Otherwise, the amount of monthly billable fees of the Contractor dedicated to the project may be invoiced every Calendar month, unless the total monthly invoice is less than \$500, with the exception of the final/last invoice.
<u>Reports</u>	Contracts for Reports may be billed at 80% of total contract value upon delivery of the Draft Report; the balance upon delivery of the Final Report.
<u>Design Documents</u>	Design documents contracts may be billed for the total billable fees upon receipt for each of the 33%, 66%, 99%, Final Design Documents Packages.

- 2.2 Billable work hours completed during a previously submitted invoice period (and forgotten), should not be carried over and submitted on the next invoice. It will not be approved.
- 2.3 DFATD reverses the right to request Time sheets from the Contractor.

TP3 DELAYED PAYMENT

- 3.1** Subject to Clause TP3.4 below, if Her Majesty delays in making a payment that is due in accordance with Clause TP1, the Contractor will be entitled to receive interest on the amount that is overdue for the period of time as defined in Clause TP3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in Clause TP1.1.
- 3.2** Except as provided for in Clause TP3.4, interest shall be paid on all amounts that are not paid by the due date or fifteen (15) days after the Contractor has delivered a Statutory Declaration in accordance with Clauses TP1.2 or TP1.3, whichever is the later.
- 3.3** The rate of interest shall be the Average Bank Rate plus three percent (3%) per year on any amount which is overdue pursuant to Clause TP3.1.
- 3.4** With respect to amounts which are less than fifteen (15) days overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) days unless the Contractor so demands after such amounts have become due.

TP4 CLAIMS AGAINST, AND OBLIGATIONS OF THE CONTRACTOR

- 4.1** The Contractor shall discharge all lawful obligations, and shall satisfy all lawful claims against the Contractor, for services rendered to, or on behalf of, the Contractor in respect of the Contract, at least as often as the Contract requires Her Majesty to pay the Contractor.
- 4.2** Her Majesty may, in order to discharge lawful obligations of, and satisfy lawful claims against, the Contractor for services rendered to, or on behalf of, the Contractor in respect of the Contract, pay any amount that is due and payable to the Contractor pursuant to the Contract directly to the claimants against the Contractor.
- 4.3** A payment made pursuant to Clause TP4.2 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the Contract, and will be deducted from an amount payable to the Contractor under the Contract.
- 4.4** For the purposes of this clause a claim shall be considered lawful when it is so determined:
- 4.4.1** by a court of legal jurisdiction, or
 - 4.4.2** by an arbitrator duly appointed to arbitrate the said claim, or
 - 4.4.3** by a written notice delivered to the Departmental Representative and signed by the Contractor authorizing payment of the said claim or claims.

TP5 NO PAYMENT FOR ERRORS AND OMISSIONS

- 5.1** The Contractor will not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor has assumed responsibility in performing the Services.

TP6 PAYMENT FOR CHANGES AND REVISIONS

- 6.1** Payment for any additional or reduced Services provided by the Contractor and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.
- 6.2** Notwithstanding clause TP6.1, Her Majesty accepts no liability for any additional Services done by the Contractor over and above that required to be done by this Contract, unless a specific amendment is issued authorizing the Contractor to do such additional Services. Payment for any additional or reduced Services provided by the Contractor and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

TP7 SUSPENSION COSTS

- 7.1 During a period of suspension of the Services, the Contractor shall minimize all costs and expenses relating to the Services that may occur during the suspension period.
- 7.2 Within fourteen (14) days of notice of such suspension, the Contractor shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Contractor expects to incur during the period of suspension, and for which the Contractor will request reimbursement.
- 7.3 Payment shall be made to the Contractor for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

TP8 TERMINATION COSTS

- 8.1 In the event of termination of this Contract, Her Majesty shall pay, and the Contractor shall accept in full settlement, an amount based on these Terms of Payment, for Services satisfactorily performed, plus an amount to compensate the Contractor for reasonable costs and expenses, if any, that are related to the Services not performed and incurred after the date of termination.
- 8.2 Within fourteen (14) days of notice of such termination, the Contractor shall submit to the Departmental Representative a schedule of costs and expenses incurred plus any additional costs that the Contractor expects to incur after the date of termination, and for which the Contractor will request reimbursement.
- 8.3 Payment shall be made to the Contractor for those costs and expenses that are substantiated as having been reasonably incurred after the date of termination.

TP9 DISBURSEMENTS

- 9.1 Disbursements by the Contractor are included in either the Fixed Price or the Contractor fees (*select at Tender Stage*).

SECTION "III" – GENERAL CONDITIONS

GC1 DEFINITIONS

- 1.1 "Average Bank Rate" means the simple arithmetic mean of the Canadian Bank Rate 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;
- 1.2 "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;
- 1.3 "Construction Budget" means that portion of the 'Project Budget' applicable to a Construction Contract;
- 1.4 "Construction Contract" means a contract entered into between Her Majesty and a Contractor for the construction of the Project;
- 1.5 "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Contractor;
- 1.6 "Construction Cost Estimate" means an anticipated amount for which a Contractor will execute the construction of the Project;
- 1.7 "Construction Cost Limit" means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;
- 1.8 "Construction Documents" means all necessary working drawings and specifications;
- 1.9 "Contractor" means the Party identified in the Articles of Agreement to this Contract to perform the Contractor's Services under this Contract, and includes the officer or employee of the Contractor identified in writing by the Contractor;
- 1.10 "Contractor's Representative" means the officer or employee of the Contractor identified in writing by the Contractor to perform the Contractor's Services under the Contract;
- 1.11 "Contractor" means a person, firm or corporation with whom Her Majesty enters, or intends to enter, into a Construction Contract;
- 1.12 "Cost Plan" means the allocation of proposed costs among the various elements of the Project;
- 1.13 "Days" means continuous calendar days, including weekends and statutory public holidays;
- 1.14 "Departmental Representative" means the officer or employee of Her Majesty identified in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under this Contract;
- 1.15 "Deputy Minister" means the lawful deputy of the Minister or any person acting on behalf of the lawful deputy;
- 1.16 "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period one (1) year immediately preceding the date of this Contract;
- 1.17 "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.18 Mediation is a process of dispute resolution in which a neutral third party assists the Parties involved in a dispute to negotiate their own settlement;
- 1.19 "Minister" includes a person acting for, or if the office is vacant, in place of, the Minister and the Minister's successors in the office. Minister also includes the Minister's lawful deputy and any of the Ministers or their representatives appointed for the purpose of this Contract;
- 1.20 "Payroll Cost" means the actual cost of any person employed by the Contractor or the Contractor's Sub-Contractors as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the

- Departmental Representative;
- 1.21 "Project Brief" means a document describing the requirements of the Project and the Services to be provided and may include general project information, scope of the work, site and design data, and Project Schedule;
- 1.22 "Project Schedule" means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;
- 1.23 "Service(s)" means the Contractor Services as set forth in this Contract;
- 1.24 "Specialist Contractor" means any Architect, Professional Engineer, or other specialist, other than the Contractor, engaged by Her Majesty directly or, at the specific request of Her Majesty, engaged by the Contractor for "Additional Services";
- 1.25 "Sub-Contractor" means any Architect, Professional Engineer, or other specialist engaged by the Contractor for the Services included in this Contract;
- 1.26 "Technical Documentation" includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

GC2 INTERPRETATIONS

- 2.1 Words importing the singular only also include the plural, and vice versa, where the context requires;
- 2.2 Headings or notes in this Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
- 2.3 "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to this Contract as a whole and not to any particular subdivision or part thereof.

GC3 SUCCESSORS AND ASSIGNS

- 3.1 This Contract shall enure to the benefit of, and be binding upon, the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC4 ASSIGNMENT

- 4.1 This Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent of the Minister.
- 4.2 An assignment of this Contract without such consent shall not relieve the Contractor from any obligation under this Contract, or impose any liability upon Her Majesty.

GC5 INDEMNIFICATION

- 5.1 The Contractor shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by, or attributable to, any injury, infringement of any patent of invention or any other type of intellectual property, or damage arising from any negligent act or omission of the Contractor, the Contractor's servants or agents, or persons for whom the Contractor had assumed responsibility in the performance, or purported performance, of the Contractor's services under this Contract.
- 5.2 The Contractor's liability to indemnify or reimburse Her Majesty under this Contract shall not limit or prejudice Her Majesty from relying on the provisions of applicable provincial legislation or from exercising any other rights under law.

GC6 NOTICES

- 6.1 Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either Party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
- 6.1.1 served personally to either the Departmental Representative or the Contractor's Representative (as the case may be), on the day it is delivered; or
 - 6.1.2 forwarded by registered mail, on the day the postal receipt is acknowledged by the other Party; or
 - 6.1.3 forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 6.2 The address of either Party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.
- GC7 SUSPENSION**
- 7.1 The Departmental Representative may require the Contractor to suspend the Services being provided, or any part thereof, for a specified or unspecified period.
- 7.2 If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Contractor shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of this Contract, subject to any agreed adjustment of the time schedule.
- 7.3 If a period of suspension exceeds sixty (60) days or when taken together with other periods of suspension, the total exceeds ninety (90) days, and:
- 7.3.1 the Departmental Representative and the Contractor agree that the performance of the Services shall be continued, then the Contractor shall resume performance of the Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Contractor, or
 - 7.3.2 the Departmental Representative and the Contractor do not agree that the performance of the Services shall be continued, then this Contract shall be terminated by notice given by the Minister to the Contractor, in accordance with the terms of Clause GC8.
- 7.4 Suspension Costs related to this clause are as outlined in Clause TP7.
- GC8 TERMINATION**
- 8.1 The Minister may terminate this Contract at any time, and the fees paid to the Contractor shall be in accordance with the relevant provisions in Clause TP8.
- GC9 TAKING THE SERVICES OUT OF THE CONTRACTOR'S HANDS**
- 9.1 The Minister may take all or any part of the Services out of the Contractor's hands and may employ reasonable means necessary to complete such Services in the event that:
- 9.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of the creditors, or if an order is made, or resolution passed, for the winding up of the Contractor's affairs or business, or if the Contractor takes the benefit of any statute relating to bankrupt or insolvent debtors; or
 - 9.1.2 the Contractor fails to perform any of the Contractor's obligations under this Contract or, in the Minister's opinion, so fails to make progress as to endanger performance of this Contract, in accordance with its terms.
- 9.2 Before the Services or any part thereof are taken out of the Contractor's hands under Clause GC9.1.2, the Departmental Representative shall provide notice to the Contractor, and may require such failure of performance or progress to be corrected. If within fourteen (14) business days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Contractor's hands.
- 9.3 If the Services or any part thereof have been taken out of the Contractor's hands, the Contractor shall be liable for, and upon demand pay to Her Majesty, an amount equal to all loss and damage suffered by Her Majesty by reason of the non-completion of the Services by the Contractor.
- 9.4 If the Contractor fails to pay on demand for the loss or damage as a result of Clause GC9.3, Her Majesty shall be entitled to deduct and withhold the same from any payments due and payable to the Contractor.
- 9.5 If the Services or any part thereof are taken out of the Contractor's hands as a result of Clauses GC9.1.2, and GC9.2, the amount referred to in Clause GC9.4 shall remain with the Department until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the Contractor shall be paid together with interest from the due date referred to in Clause TP2 and in accordance with the terms of this Contract.
- 9.6 The taking of the Services, or any part thereof, out of the Contractor's hands does not relieve or discharge the Contractor from any obligation under this Contract, or imposed upon the Contractor by law, in respect to the Services or any part thereof that the Contractor has performed.
- GC10 RECORDS TO BE KEPT BY THE CONTRACTOR**
- 10.1 The Contractor shall keep accurate time sheets and cost records and, if required for the purposes of this Contract, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the Departmental Representative with such information as the Minister may from time to time require with reference to the documents referred to in Clause GC10.1.
- 10.3 The Contractor shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the Services.
- GC11 NATIONAL OR DEPARTMENTAL SECURITY**
- 11.1 If Her Majesty is of the opinion that the Work is of a class or kind that involves National or Departmental security, the Contractor may be required:
- 11.1.1 to provide any information concerning persons employed for purposes of this Contract unless prohibited by law;
 - 11.1.2 to remove any person from the Work and its site if that person cannot meet the prescribed security requirements; and
 - 11.1.3 to retain the Work's Technical Documentation while in the Contractor's possession in a manner specified by the Departmental Representative.
- 11.2 If the Work is of a class or kind that involves National or Departmental security, the Contractor shall not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of Her Majesty.
- GC12 COPYRIGHT AND REUSE OF DOCUMENTS**
- 12.1 Without prejudice to any rights or privileges of Her Majesty, where any Services is, or has been, prepared or published by,

- or under the direction or control of, Her Majesty or any government department, the copyright in the Services shall, subject to any agreement with the author, belong to Her Majesty, and in such case shall continue for a period of fifty (50) years from the date of the first publication of the Work.
- 12.2** All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Contractor pursuant to this Contract shall become the absolute property of Her Majesty upon the completion of the Services or as required and shall be delivered to the Departmental Representative.
- GC13 CONFLICT OF INTEREST**
- 13.1** The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Services, and should such an interest be acquired during the life of this Contract, the Contractor shall declare it immediately to the Departmental Representative.
- 13.2** The Contractor shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
- 13.3** The Contractor shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
- 13.4** No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest Act for Public Office Holders shall derive a direct benefit from this Contract.
- GC14 STATUS OF CONTRACTOR**
- 14.1** The Contractor is engaged under this Contract as an independent Contractor for the sole purpose of providing Services.
- 14.2** Neither the Contractor nor any of the Contractor's employees shall be regarded as employees or agents of Her Majesty, nor will they hold themselves out as such to third parties.
- 14.3** The Contractor, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law in the jurisdiction where the Services are performed, including those required for Canada or Québec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax or any other applicable tax.
- GC15 DECLARATION BY CONTRACTOR**
- 15.1** The Contractor declares that:
- 15.1.1** based on the information provided pertaining to the Services required under this Contract, the Contractor has been provided sufficient information by the Departmental Representative to enable the Services required under this Contract to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services;
- 15.1.2** the quality of Services to be provided by the Contractor shall be consistent with generally accepted professional standards and principles.
- GC16 INSURANCE**
- 16.1** The Contractor shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen (14) business days of execution of this Contract.
- 16.2** The insurance policy shall be issued with a deductible amount of not more than \$2,500.
- 16.3** Unless otherwise directed in writing by the Departmental Representative, the insurance policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.
- 16.4** The costs associated with any insurance coverage required under this Contract shall be part of the quoted Fixed Price.
- GC17 RESOLUTION OF DISAGREEMENTS**
- 17.1** In the event of a disagreement regarding any aspect of the Services or any instructions given under this Contract:
- 17.1.1** the Contractor may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Contract;
- 17.1.2** the Contractor shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
- 17.1.3** the Contractor and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Contractor's project representative and the project representative of the Department and, secondly and if necessary, at the level of a Principal of the Contractor firm and a senior manager of the Department.
- 17.2** The Contractor's continued performance of the Services in accordance with the instructions of the Departmental Representative shall be without prejudice to the Contractor in any disagreement.
- 17.3** If it was subsequently agreed or determined that the instructions given were in error or contrary to the Contract, Her Majesty shall pay the Contractor those fees the Contractor shall have earned as a result of the change(s) in the Services provided and which has been authorized by the Departmental Representative.
- 17.4** The fees mentioned in Clause GC17.3 shall be calculated in accordance with the Terms of Payment set out in this Contract.
- 17.5** If the disagreement is not settled, the Contractor may make a request to the Departmental Representative for a written corporate decision and the Departmental Representative shall give notice of the corporate decision within 14 days of receiving the request, setting out the particulars of the response and any relevant clauses of the Contract.
- 17.6** Within fourteen (14) days of receipt of the written corporate decision, the Contractor shall notify the Departmental Representative if the Contractor accepts or rejects the decision.
- 17.7** If the Contractor rejects the corporate decision, the Contractor, by notice may refer the disagreement to mediation.
- 17.8** If the disagreement is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Contractor from a list of mediators proposed by the Minister, and the Department's mediation procedures shall be used unless the Parties agree otherwise.
- 17.9** Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either Party.
- GC18 MEMBERS OF CANADIAN HOUSE OF COMMONS**
- 18.1** No Member of the Canadian House of Commons shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.
- GC19 AMENDMENTS**
- 19.1** This Contract may not be amended, or modified, nor shall any of its terms and conditions be waived, except by

agreement in writing executed by both Parties.

GC20 ENTIRE CONTRACT

20.1 This 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 arrangements relating to it, unless incorporated by reference herein.

GC21 SUPPLEMENTARY CONDITIONS

21.1 Supplementary conditions, if required, shall be as described in Section "P" of this Contract.

GC22 PROJECT INFORMATION, DECISIONS, ACCEPTANCES AND APPROVALS

22.1 The Departmental Representative shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Contractor.

22.2 No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Contractor of the professional or technical responsibility for the Services provided by the Contractor.

GC23 LOBBYIST CERTIFICATION - CONTINGENCY FEES

23.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and 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.

23.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Contract shall be subject to the accounts and audit provisions of the Contract.

23.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Services out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Fixed Price or otherwise the full amount of the Contingency Fee.

23.4 In this clause:

23.4.1 "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 term.

23.4.2 "Employee" means a person with whom the Contractor has an employer/employee relationship.

23.4.3 "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 any individual who is required to file a return with the registrar pursuant to the *Lobbying Act* as the same may be amended from time to time.

GC24 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT PRACTICES

24.1 For the purpose of this General Condition, "person" includes the Contractor, the Contractor's Sub-Contractors and other firms forming the Contractor team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the Services.

24.2 The Contractor shall not refuse to employ and will not discriminate in any manner against any person because:

24.2.1 of that person's race, national origin, colour, religion, age, sex or marital status;

24.2.2 of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or

24.2.3 a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with paragraphs GC24.2.1 and GC24.2.2 above.

24.3 Within four (4) days immediately following receipt of a written complaint pursuant to subclause GC24.2.3 above, the Contractor shall:

24.3.1 cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and

24.3.2 forward a copy of the complaint to the Departmental Representative by registered mail.

24.4 Within twenty four (24) hours immediately following receipt of a direction from the Departmental Representative to do so, the Contractor shall cause to have removed from the Contractor team any person or persons whom the Departmental Representative believes to be in breach of the provisions of subclause GC24.2 above.

24.5 No later than thirty (30) days after receipt of the direction referred to in GC24.4 above, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.

24.6 If a direction is issued pursuant to GC24.4 above, Her Majesty may withhold from monies that are due and payable to the Contractor an amount representing the sum of the costs and payment referred to in GC24.8 and GC24.9 below.

24.7 If the Contractor fails to proceed in accordance with GC24.6 above, the Departmental Representative shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by Her Majesty.

24.8 Her Majesty may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of:

24.8.1 a written award issued pursuant to the federal *Commercial Arbitration Act*, R.S., 1985, c. C-34.6; or

24.8.2 a written award issued pursuant to the Canadian *Human Rights Act*, R.S., 1985, c. H-6; or

24.8.3 a written award issued pursuant to provincial or territorial human rights legislation; or

24.8.4 a judgment issued by a court of competent jurisdiction.

24.9 The Contractor shall be liable for and upon demand shall pay to Her Majesty the supplementary costs referred to in GC24.8. If the Contractor fails to make payment on demand, Her Majesty may deduct the same from any amount due and payable to the Contractor.

24.10 A payment made pursuant to GC24.8 is, to the extent of the payment, a discharge of Her Majesty's liability to the Contractor under the terms of the Contract and may be deducted from any amount due and payable to the Contractor.

24.11 The Contractor shall ensure that the appropriate provisions of this Contract are included in all agreements and contractual arrangements entered into by the Contractor as a consequence of this Contract.

GC25 APPROPRIATION

25.1 In accordance with Section 40 of the *Financial Administration Act*, payment under this 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.

GC26 CONFIDENTIAL INFORMATION

26.1 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.
- GC27 INCAPACITY TO CONTRACT WITH CANADIAN GOVERNMENT**
- 27.1** The Contractor certifies that the Contractor, including the Contractor's officers, agents and employees, has not been convicted of an offence under the following provisions of the *Criminal Code*.
- 27.1.1** Section 121, Frauds upon the Government;
- 27.1.2** Section 124, Selling or Purchasing Office;
- 27.1.3** Section 418, Selling Defective Stores to Her Majesty;
- 27.1.4** (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.)
- GC28 INTERNATIONAL SANCTIONS**
- 28.1** From time to time, in compliance with United Nations obligations or other international agreements, Her Majesty 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 this Contract, comply with any such regulations that are in force on the effective date of this Contract, and will require such compliance by its first-tier subcontractors.
- 28.2** The Contractor agrees that Her Majesty relies on the Contractor's undertaking in subsection (1) to enter into the Contract, and that any breach of the undertaking shall entitle Her Majesty to terminate the Contract under the provisions of this Contract relating to default by the Contractor, and therefore to recover damages from the Contractor, including procurement costs arising out of such a termination.
- 28.3** The countries or groups currently subject to Canadian Economic Sanctions are listed on the Global Affairs Canada site: <http://www.international.gc.ca/sanctions/countries-pays/index.aspx?lang=eng>.
- 28.4** Her Majesty 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 Her Majesty, 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.
- 28.5** If this Contract is concluded prior to the imposition of a sanction as described in GC28.1, Her Majesty reserves the right to terminate this Contract in accordance with GC8.
- GC29 STATUS AND REPLACEMENT OF PERSONNEL**
- 29.1** If at any time during the period of this Contract the Contractor is unable to provide the Services of any person who must perform the Services in this 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:
- 29.1.1** the reason for the removal of the person from the Services;
- 29.1.2** the name, qualifications and experience of the proposed replacement person; and
- 29.1.3** proof that the person has the required security clearance granted by Her Majesty, if applicable.
- 29.2** The Minister may order the removal from the Services of any such replacement person and the Contractor shall immediately remove the person from the Services and shall, in accordance with subsection (1), secure a further replacement.
- 29.3** The fact that the Minister does not order the removal of a replacement person from the Services shall not relieve the Contractor from its responsibility to meet the requirements of this Contract.
- 29.4** 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 Work in relation to the Services 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 Services to be performed in fulfillment of this Contract.
- GC30 NO BRIBE**
- 30.1** 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 Her Majesty or to a member of the family of such a person, with a view to influencing the entry into this Contract or the administration of this Contract.
- GC31 SOVEREIGN IMMUNITY**
- 31.1** Notwithstanding any provision in this Contract, Her Majesty the Queen in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.
- GC32 HEALTH AND SAFETY**
- 32.1** The Contractor shall ensure, in fulfilling its contractual obligations under this Contract, that its employees and agents are appropriately equipped with all safety clothing and equipment required to perform the Work.
- 32.2** The Contractor shall further ensure that its employees and agents adhere to and follow all applicable health and safety regulations, standards and procedures in force in the jurisdiction and have been trained and will use all mandatory safety equipment imposed by local law when completing the Work under this Contract.
- GC33 PROACTIVE DISCLOSURE**
- 33.1** 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 <https://open.canada.ca/data/en/dataset/d8f85d91-7dec-4fd1-8055-483b77225d8b>. 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.
- GC34 TIME OF THE ESSENCE**
- 34.1** Time is of the essences of the Contract.
- 34.2** 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.
- 34.3 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.
- 34.4 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.
- 34.5 Notwithstanding that the Contractor has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.
- GC35 HANDLING OF PERSONAL INFORMATION**
- 35.1 The Contractor acknowledges that DFATD is bound by the *Privacy Act*, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. All such personal information is the property of DFATD, and the Contractor shall have no right in or to that information. The Contractor shall deliver to DFATD all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to DFATD, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.
- GC36 GOODS AND SERVICES TAX/HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES**
- 36.1 All prices and amounts of money in this 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 Her Majesty.
- 36.2 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.
- GC37 ACCOUNTS AND AUDIT**
- 37.1 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.
- 37.2 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.
- GC38 WARRANTY**
- 38.1 Notwithstanding inspection and acceptance of the Work by or on behalf of Her Majesty 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 this 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 has the obligation to respect any other warranty provided for by law.
- 38.2 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.
- 38.3 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.
- 38.4 Her Majesty 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.
- 38.5 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 Her Majesty 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.
- 38.6 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:
- 38.6.1 the warranty period remaining under GC15.5; or
- 38.6.2 ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.
- 38.7 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 this Contract.
- GC39 PAYMENT**
- 39.1 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.
- 39.2 Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:
- 39.2.1 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,
- 39.2.2 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
- 39.2.3 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.
- 39.3 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.
- 39.4 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.
- 39.5 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 Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days only result in interest being calculated from the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 39.6 Notwithstanding any other provision of this 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.
- GC40 INTEREST ON OVERDUE ACCOUNTS**
- 40.1 For the purposes of this section:
- 40.2 "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;
- 40.3 "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;
- 40.4 an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of this Contract; and
- 40.5 an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable;
- 40.6 Her Majesty 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;
- 40.7 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor;
- Her Majesty shall not be liable to pay interest on overdue advance payments.

APPENDIX "A – ISC" – STATEMENT OF WORK

***Statement of Work (Appendix "A - ISC"), based on the SA DoS, to be provided with request for Level of Effort.

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APPENDIX "B - ISC" – EXISTING DOCUMENT LIST TABLE

*** Existing Document List Table (Appendix "B - ISC") to be provided with request for Level of Effort.

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APPENDIX "C - ISC"

**TRAVEL DIRECTIVE FOR PERSONS UNDER CONTRACT WITH THE CANADIAN FEDERAL
GOVERNMENT AS PER TREASURY BOARD DIRECTIVE**

All travelling and living expenses must comply with both the Treasury Board Directive on Special Travel Authorities for Persons on Contract and the National Joint Council Travel Directive found at:

<https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html>, and
<http://www.njc-cnm.gc.ca/directive/d10/v238/en>

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