
SECTION "I" – 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's liability under this arrangement shall be limited to the actual amount of Work authorized in the Individual Supply Contracts and performed within the terms and conditions specified.

The provisions set out herein will form part of, and shall be incorporated into, any and all the resulting Contracts.

SP2 SUPPLY ARRANGEMENT CONTRACT AWARD PROCESS

- a. Where Individual Supply Contracts are issued, they will be to the Qualified Suppliers on an as-and-when-requested basis for the required Services. Once a Services requirement has been determined, a Level of Effort form along with the individual Statement of Work (SOW), based on the Description of Services (DOS), will be provided to the Qualified Suppliers by the Departmental Representative for a Proposal for the specific requirement. The Qualified Supplier shall present the Departmental Representative with a completed Level of Effort form. The Proposal must quote fixed per diem rates and must not exceed the ceiling per diem rates as set out in the Supply Arrangement.
- b. The Qualified Suppliers will have up to seven (7) calendar days to respond to the Departmental Level of Effort request unless otherwise directed by the Departmental Representative. No response within the specified period will be considered as a refusal to proceed to a resulting Individual Supply Contract. Should Her Majesty deem the completed Level of Effort form unreasonable, She reserves the right to ask the Qualified Supplier for a further, detailed breakdown of the Level of Effort.
- c. At that point, Her Majesty will award an Individual Supply Contract(s) to the Qualified Supplier(s) based on the Lowest Proposed Price and Level of Effort form submission per each individual project.
- d. Each Individual Supply Contract issued in accordance with the resulting SA shall be subject to the Terms and Conditions stated in the SA.
- e. In response to the call-up, a Qualified Supplier shall present the Departmental Representative a proposed work plan (including staff to work on the call-up and devoted hours, and schedule of deliverables), travel costs and estimated call-up value.

SP3 EXTENSION OPTIONS

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

SP4 BASIS OF PAYMENT – CEILING PER DIEM RATES

Per Diem Rates are in CAD and exclusive of taxes

(To be filled in on award of Supply Arrangement)

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with any resulting call-up.

Type of Personnel	Price Proposal (Fixed Per Diem, GST/HST Excluded)		
	SA Year 1, 2 and 3 (a)	Option Year 1 (b)	Option Year 2 (c)
Senior Partner	\$	\$	\$
Senior Code Specialist	\$	\$	\$
Intermediate Code Specialist	\$	\$	\$
Administrative Support	\$	\$	\$

Definition of a Day/Proration:

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

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

SP5 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 Consultant agrees to stand in readiness throughout the Supply Arrangement period to perform the Work described in the Contract. Her Majesty's maximum liability for Work performed under any resulting Contract must not exceed the Maximum Contract Amount, unless an increase is authorized in writing by the Departmental Representative.

SP6 PRICE BREAKDOWN

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

SP7 TRAVEL AND LIVING EXPENSES

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in appendices B, C and D of the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/d10/en>), and with the other provisions of the directive referring to travellers, rather than those referring to employees. All payments are subject to Government Audit. All travel must have prior authorization of the Designated User.

As per Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/d10/en>), airfare shall be limited to full-fare economy class only. Contractors are required to seek the lowest possible airfares, including charters and other discounts for each trip, and to book immediately upon approval of this agreement, in order to take advantage of the lowest fares. DFATD retains the right to limit the reimbursement of the air portion when the lowest appropriate fare is not obtained. Upgrades to business or first class may be personally paid by the contractor, where this is company policy. All traveling and living expenses must be pre-approved by DFATD. The Contractor shall be responsible for all travel arrangements and associated cost, hotel accommodation, meal allowances, incidentals and local transportation for his installation team. DFATD is not responsible for any extra costs incurred due to changes made to travel or accommodation arrangements by the Contractor. The Contractor is responsible for notifying the Departmental Representative of any changes to travel and accommodations.

Contractor (or contractor's employee) is to be cleared for international travel at all times. Travel will be completed without layovers.

SP8 REPLACEMENT OF SPECIFIC INDIVIDUALS

If specific individuals are identified in the Supplier's Proposal (as a result of this Request For Supply Arrangement) to perform the Work, the Contractor must provide the services of these individuals for any resulting Call-up unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of specific individual(s) as identified in the Supplier's Proposal or in a resulting Call-up, it must provide a replacement with similar or greater qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Departmental Representative of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement. The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Supply Arrangement Contract. Any costs associated with replacing personnel shall be the responsibility of the Contractor.

SP9 PROJECT RESPONSE TIME REQUIREMENTS

It is a requirement of all projects covered under this contract that the prime consultant and any proposed sub-consultants should be personally available to attend meetings and respond to inquiries within two (2) days of the Departmental Representative/Project Manager's reasonable request.

SP10 NON-PERFORMANCE

The Departmental Representative shall monitor the performance of the Contractor throughout the period of the Standing Offer. Up to five (5) non-performance "strikes" may be issued to a Contractor by the Departmental Representative. Examples of non-performance include, but are not necessarily limited to, the following:

- a. No response as a result of a request for Call-up;
- b. Inexcusable delays caused by the Contractor related to the schedule of Deliverables in a resulting call-up;
- c. No response as a result of a consistent effort on behalf of Her Majesty to communicate with the supplier.

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

SECTION "II" – 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** "Call-Up" and "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:
- 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;
 - 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;
 - 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;
 - 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:

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

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

GC15.5 The Supplier must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the period of the Supply Arrangement and of any resulting contracts. The Supplier must also, when so requested, provide Canada with the corresponding Consent Forms.

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

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

require the individual to file a return under section 5 of the [Lobbying Act](#).

GC15.8 The Supplier certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract resulting from this Supply Arrangement. In addition, the Supplier certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Supplier nor any of the Supplier's affiliates has ever been convicted of an offence under any of the following provisions:

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

GC16 ACCESS TO INFORMATION

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 (DOS)

PROJECT BACKGROUND

The Department of Foreign Affairs, Trade and Development (DFATD), Project Delivery, Professional & Technical Services (AWD) is responsible for all property abroad. DFATD requires individuals who have Canadian and international code knowledge to provide code compliance analysis and reviews regarding fire and life safety requirements for the design and construction, renovation, acquisition of leased spaces and operation and maintenance of DFATD projects (Chanceries and Official Residences) in various locations around the world.

DFATD is required to ensure that their buildings and properties abroad meet or exceed Canadian codes and standards to a reasonable and practical extent, as well as meet Treasury Board (TB) standards, regulations and/or guidelines. Specifically, these standards must be implemented to ensure life safety, accessibility and provide quality building environments and working conditions for occupants of the Chanceries and official residences.

In addition, DFATD must ensure that all designs and installations meet the applicable local codes, standards and regulations. The Consultant shall provide, as part of their mandate, a statement of compliance with codes and standards applied to the delivery of the projects.

Projects will vary in size, complexity and local jurisdiction. “Typical” projects are for new or existing chanceries: new building construction on a new site, generally around 4,000 sq. m. of usable space; restoration and/or renovation of an existing chancery; new fit-up in leased building, etc. Other types of projects may also include new Official Residences (OR) on new sites, leased or existing Official Residences (Operations and Maintenance) and staff quarters.

The Contractor will provide building and fire code expertise under the resulting Supply Arrangement.

The intent of the services required is:

Design and Construction/Renovation/Alteration: This includes reviewing new construction and alteration projects, provide code conflict resolution between local building code and National Building Code of Canada (NBCC) to the extent reasonably practicable to meet the requirement of the NBCC; application of performance based fire safety design method to develop a code strategy for achieving code compliance while incorporating design flexibility; identify and develop acceptance testing and commissioning procedure of newly installed fire protection and life safety equipment to ensure best value fire protection and life safety.

Acquisition of Lease Space: This includes developing procedures for acquiring space that provides an environment safe from fire to a reasonable extent and meet the requirement of the NBCC and of the National Fire Code of Canada (NFCC). Identify potential code issues before the project proceeds to a point where changes are difficult and expensive.

Operations and Maintenance: This includes identifying and mitigating potential unsafe conditions in DFATD owned and leased buildings; ongoing inspection, maintenance and testing of fire protection equipment.

Policy and Standard: Policy development and research to include issues such as, but not limited to, updating DFATD Guidelines for Fire Safety, the fire inspection logbook and development of preapproved mitigation solutions catalogue.

DFATD is seeking the services of a Code specialist (building and fire code) with significant experience and knowledge in the following area:

- implementing the NBCC and NFCC requirements in projects located in foreign countries;

- ability to provide workable and reasonable solutions to code variances which will meet the general intent of the NBCC, NFCC and TB requirements;
- working with security regulations and requirements for Chanceries and Official residences;
- experience in projects from high value and complexity to smaller projects and interior fit-up;
- knowledge of TB policies, NBCC, Labour codes, fire protection services policies and all applicable codes and regulations applicable for Canadian employees abroad;
- ability to quickly understand local codes and regulations abroad; and
- ability to communicate in writing and orally, on behalf of the DFATD Departmental Fire Protection Coordinator (DFPC), negotiate with TB and/or local authorities in foreign countries.

The Consultant shall perform and complete the work described herein.

1. Objective of the Work:

A qualified code specialist is an integral part of the design team and must be involved in every aspect of the design as it relates to fire protection. This includes, but not limited to, building code analysis, code conflict resolution, life safety code analysis, analysis of automatic detection and suppression systems, analysis of firefighting water supply, and a multi-discipline review of the entire project.

The code specialist is to provide advice to DFATD on how to mitigate differences between Canadian and local building codes and/or authorities having jurisdiction as they relate to each specific project as described in the following objectives:

- Review existing documentation available at various stages of the project with respect to NBCC, NFCC and local fire and life safety inherent to the Local Building Code and/or applicable regulations;
- Review available documentation (project documentation can be at various stages) and prepare comments in view of discussions with local team of consultants and/or local authorities, provide summary of discussion (form of meeting minutes);
- Review the information provided relative to the requirements of the NBCC, NFCC and the expected level of life safety, the general fire risks, and the performance level intended by the codes and assess impact on new leased property in foreign country;
- Make recommendations to mitigate non-conformity with the NBCC/NFCC in consultation with Local Building Authorities (host country) as well as Canadian Authorities Having Jurisdiction (AHJ);
- Provide assurances to DFATD that the fundamentals and principles of the NBCC, NFCC and Canadian fire and life safety standards and principles are met;
- Perform site inspections, if necessary;
- Identify any potential concerns and/or problems that may arise when compared to the NBCC and Canadian labor codes, more specifically from a fire and health safety matter following inspection and / or review of available documentation;
- Propose reasonable mitigation measures and justification as necessary to address NBCC requirements and still be acceptable with local authorities; negotiate as necessary;
- Document the major issues associated with the existing building relative to the criteria noted above;
- Provide acceptable conceptual options and ideas to address the major issues. These options and ideas can be explored with the local building owner or agent, and AHJ;
- Attend meetings and working day sessions (if necessary);
- Provide final report including site inspection, problem identifications, solutions and recommendations, summary of discussion. Identify issues which may not be found to be compliant with the NBCC, NFCC and/or TB policies and which will require further negotiation or discussions and justification. Format of report to be confirmed by the DFATD point of contact. The report must be signed and sealed by a Professional Architect or Engineer;
- Answer questions; provide recommendations and advice during negotiations with the building owner/agent;

- Provide solutions and resolve the issues raised by AHJ and associated with fire and life safety compliance;
 - Attend meetings with AHJ and present solutions. Effort associated with these to be identified in each specific project.
2. **Project Location:**
Various locations abroad.
3. **Tasks to be performed:**
Tasks are project specific and to be determined by DFATD point of contact.
4. **Knowledge:**
- Successful proponents must have sufficient and relevant knowledge and understanding in the applicable building and fire codes and standards, fire dynamics, fire modelling, fire protection systems, fire prevention methodology, fire testing and other applicable fire science & engineering principles; and
 - Knowledge of Treasury board policies, National Building Code of Canada, National Fire Code of Canada, Canadian Labour codes, fire protection services policies and all applicable codes and regulations applicable for Canadian employees abroad.
5. **Time frame, milestones:**
Various time frames specific to each project will be provided by the project manager.
6. **Required resources:**
The code specialist must be an Architect or Engineer, licensed in any province/territory of Canada to practice Code Consultancy in their applicable jurisdiction.
7. **Contractor’s responsibilities:**
- Contractor shall communicate with the DFATD point of contact only, unless otherwise instructed by the DFATD point of contact in order to facilitate the performance of the work;
 - Contractor shall respond to questions and/or inquiries posed by DFATD within two (2) working days from date of request;
 - Submit to the DFATD point of contact, three (3) copies of each report (as per the template in Appendix “C”) in an 8 ½” x 11” size pages, single spaced and with a 12 points font. Provide a single CD/USB of the same documents; and
 - The report shall be written in English or French, as instructed by the DFATD point of contact.
8. **DFATD support, documentation to be provided:**
- DFATD subject matter experts will be available to the code consultants in order to provide support and information regarding Departmental regulations and Treasury Board policies (if required).
 - All project documentation will be made available (if available) to the Contractor such as:
 - i. Canadian Chancery and Official residence Project brief.
 - ii. Canadian Chancery and Official residence Functional Programme.
 - iii. Other relevant documents project specific
9. **Constraints:**
- Embassies are building types with stringent security design requirements.
 - Designers, landlords, developers are all typically located outside Canada.
10. **Deliverables:**
The following list of deliverables is only a sample of what can be requested to each project. This does not imply that there will not be any on-going documentation of discussions, comments, recommendations

and drawings which will eventually constitute each report. Note that each project may have its own specific deliverables.

- Schedule of deliverables
- "Code Compliance Report" following the review of available documents.
- Fire Protection Engineering Design Brief (Concept Report)
- Fire Protection Objective Based Design Report (Design Report) as per NBCC Div. A
- Class 'D' (Rough Order of Magnitude) Estimate for conceptual options, and/or proposed mitigation measures
- Applicable meeting minutes
- Assist in technical review session with consultants
- Assist in negotiation with AHJ

11. Travel:

- Travel to various locations may be required.
- If necessary, arrangements for travel, accommodations and meals must be undertaken by the Consultant and shall follow Treasury Board policies (<http://www.njc-cnm.gc.ca/directive/d10/en>).
- Original invoices must be submitted and approved by DFATD.
- Necessity of anticipated travel is specific to each projects and to be confirmed by DFATD point of contact

SECURITY REQUIREMENTS

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

Appendix “B”
Travel Directive for Person under Contract with the Canadian Federal Government

As per Treasury Board Directive

<http://www.njc-cnm.gc.ca/directive/d10/en>

Appendix “C”
CODE COMPLIANCE REPORT TEMPLATE

A. GENERAL

A.1 EXECUTIVE SUMMARY

A.2 INTRODUCTION

- A 2.1 Name and Address of the Mission
- A 2.2 Purpose and Background of this Report
- A 2.3 Project and Building Summary Description
- A 2.4 Scope of Report and Methodology
- A 2.5 Team Members and Organization of Work

B. COMPLIANCE WITH THE NATIONAL BUILDING CODE OF CANADA (NBCC) - latest edition and latest amendments

NBCC - DIVISION B ACCEPTABLE SOLUTIONS - PART 3 FIRE PROTECTION, OCCUPANT SAFETY AND ACCESSIBILITY – where applicable

- 3.1 General
- 3.2 Building Fire Safety
- 3.3 Safety Within Floor Areas
- 3.4 Exits
- 3.5 Vertical Transportation
- 3.6 Service Facilities
- 3.8 Barrier free design

AND / OR

NBCC - DIVISION B - ACCEPTABLE SOLUTIONS - PART 9 HOUSING AND SMALL BUILDINGS - where applicable

- 9.1 General
- 9.2 Definitions
- 9.3 Materials, Systems and Equipment
- 9.4 Structural Requirements
- 9.5 Design of Areas and Spaces
- 9.6 Glass
- 9.7 Windows, Doors and Skylights
- 9.8 Stairs, Ramps, Handrails and Guards
- 9.9 Means of Egress
- 9.10 Fire Protection

C. COMPLIANCE WITH THE NATIONAL FIRE CODE OF CANADA (NFCC) - latest edition and latest amendments

NFCC - DIVISION B ACCEPTABLE SOLUTIONS - PART 2 BUILDING AND OCCUPANT FIRE SAFETY – where applicable

- 2.1 General
- 2.2 Fire Separations
- 2.3 Interior Finishing, Furnishing and Decorative Materials
- 2.4 Fire hazards
- 2.5 Fire Department Access to Buildings

- 2.6 Service Equipment
- 2.7 Safety to Life
- 2.8 Emergency Planning

NFCC - DIVISION B ACCEPTABLE SOLUTIONS - PART 4

FLAMMABLE AND COMBUSTIBLE LIQUIDS – where applicable

- 4.1 General
- 4.3 Tank Storage
- 4.4 Leak Detection of Storage Tanks and Piping Systems

NFCC - DIVISION B ACCEPTABLE SOLUTIONS - PART 5

HAZARDOUS PROCESSES AND OPERATIONS – where applicable

- 5.6 Construction and Demolition Sites

NFCC - DIVISION B ACCEPTABLE SOLUTIONS - PART 6

FIRE PROTECTION EQUIPMENT – where applicable

- 6.1 General
- 6.2 Portable Extinguishers
- 6.3 Fire Alarm and Voice Communication Systems
- 6.4 Water-Based Fire Protection Systems
- 6.5 Emergency Power Systems and Unit Equipment for Emergency Lighting
- 6.6 Special Fire Suppression Systems – where applicable
- 6.7 Smoke Alarms and Carbon Monoxide Detectors

D. LIST OF DEFICIENCIES AND RESPECTIVE RECOMMENDATIONS FOR MEASURES AND ACTION TO ACHIEVE CODE COMPLIANCE

Appendix "D"
EXAMPLE LEVEL OF EFFORT FORM FOR INDIVIDUAL CONTRACTS



Department of Foreign Affairs,
Trade and Development Canada (DFATD)
Professional and Technical Services Division (AWB)

Request for Level of Effort for A&E Code Compliance Services

Date:
Consultant:
Project #:
Solicitation #:

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

Cost Breakdown	Per Diem Rate	No. Of Days to Perform the Work	Total
Senior Partner	\$		
Senior Code Specialist	\$		
Intermediate Code Specialist	\$		
Administrative Support	\$		
Total Labour			\$
Estimated Travel			\$
Living Expenses			\$
Sub-Total			\$
HST/VAT			\$
Total			\$

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

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

Name of Consultant authorized to sign (type / print)

Title of Consultant authorized to sign (type / print)

Date: _____

Signature: _____

Appendix "E"
UNDERTAKING OF CONFIDENTIALITY

Title: A&E Code Compliance Services

Supply Arrangement Number: AWB-INTL-SA-AACR17042

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 [Click here to enter text.](#) 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 20____ at _____ in the Province and Country of _____.

Signatures:

Name of Individual:

Title:

Corporate/Company Name:

Address:

Witnessed by:

Name of Witness:

Title:

Corporate/Company Name:

Address: