



**A1. CONTRACT ADVISOR**

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**Services**

**Request for Proposals (RFP)**

for

Performance of the Work described in Appendix “A” – Statement of Work.

<b>A2. TITLE</b> Deputy Project Manager and Quantity Survey Services for the Relocation of the Embassy of Canada to Senegal in Dakar		
<b>A3. SOLICITATION NUMBER</b> 21-182596	<b>A4. PROJECT NUMBER</b> B-DAKAR-860	<b>A5. DATE</b> June 23, 2021
<b>A6. RFP DOCUMENTS</b> <ol style="list-style-type: none"> <li>1. Request for Proposals (RFP) title page</li> <li>2. Submission Requirements (Section “I”)</li> <li>3. Evaluation and Basis of Selection (Section “II”)</li> <li>4. Price Proposal (Section “III”)</li> <li>5. General Instructions (Section “IV”)</li> <li>6. Draft Contract (Section “V”)</li> </ol> <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
<b>A7. PROPOSAL DELIVERY</b> In order for the proposal to be valid, it must be received no later than <b>14h00 Eastern Daylight Time on July 22, 2021</b> referred to herein as the “Closing Date”. <p><b>Electronic proposals must be sent only to the following email address:</b> realproperty-contracts@international.gc.ca</p>		
<b>A8. PRICE PROPOSAL</b> All the information required in section 4.0 must appear in Section “III” - Price Proposal ONLY and included in a separate attachment named “Price Proposal”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.		
<b>A9. PROPONENTS’ CONFERENCE</b> A proponents’ conference will be held virtually on <b>Tuesday, June 29, 2021</b> . The conference will begin at <b>14h00 (local time in Dakar, Senegal)</b> . The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that Proponents who intend to submit a proposal attend or send a representative. <p>Proponents are requested to communicate with the Contract Advisor before the conference to confirm attendance. Proponents should provide, in writing, to the Contract Advisor, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than three (3) business days prior to the conference.</p> <p>Any clarifications or changes to the bid solicitation resulting from the proponents' conference will be included as an amendment to the bid solicitation. Proponents who do not attend will not be precluded from submitting a bid.</p> <p>No site visit will be held.</p>		
<b>A10. ENQUIRIES</b> All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three (3) calendar days prior to the Closing Date and Time in order to allow sufficient time to provide a response.		
<b>A11. LANGUAGE</b> Proposals shall be submitted in English or French.		
<b>A12. CONTRACT DOCUMENTS</b> The draft contract which the selected Proponent will be expected to execute is included with this RFP. Proponents are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A10 - Enquiries. Her Majesty reserves the right not to make any amendment(s) to the Contract Documents.		

**SECTION “I” – SUBMISSION REQUIREMENTS****1.0 SUBMISSION OF PROPOSAL**

- 1.1 Proposals must be received by the Department of Foreign Affairs, Trade and Development (DFATD) at the email address identified and by the date and time specified on page 1 of the solicitation.
- 1.2 Proponents should ensure that their name and the solicitation number is clearly referenced in the email subject line. It is the responsibility of the Proponent to confirm that their submission has been received on time and to the correct email address.
- 1.3 More than one (1) e-mail can be sent if necessary. If the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened.
- 1.4 Her Majesty requests that Proponents provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- 1.5 Proponents should follow the specifications format instructions described below, during the preparation of their proposal:
  - Minimum type face of 10 points.
  - All material be formatted to print on 8.5” x 11” or A4 paper.
  - For clarity and comparative evaluation, the Proponent should respond using the same subject headings and numbering structure as in this RFP document.
- 1.6 Proposals may be modified or resubmitted only before the solicitation Closing Date and Time, and must be done in writing. The latest proposal received will supersede any previously received proposals.
- 1.7 Her Majesty will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:
  - The size of attachments exceeds 10 MB.
  - The e-mail was rejected or put in quarantine because it contains executable code (including macros).
  - The e-mail was rejected or put in quarantine because it contains files that are not accepted by DFATD server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- 1.8 Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.
- 1.9 It is strongly recommended that Proponents confirm with the Contract Advisor that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the proposal is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.
- 1.10 Her Majesty requires that each proposal, at Closing Date and Time or upon request from the Contract Advisor, be signed by the Proponent or by an authorized representative of the Proponent. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Proponent of a time frame within which to provide the signature(s). Failure to comply with the request of the Contract Advisor and to provide the signature(s) within the time frame provided may render the proposal non-responsive.
- 1.11 It is the Proponent's responsibility to:

- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- prepare its proposal in accordance with the instructions contained in the RFP;
- submit by Closing Date and Time a complete proposal;
- send its proposal only to the email address specified on page 1 of the bid solicitation;
- ensure that the Proponent's name, and the solicitation number are in the subject line of the email containing the proposal; and,
- provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

**1.12** Unless specified otherwise in the RFP, Her Majesty will evaluate only the documentation provided with a Proponent's proposal. Her Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

**1.13** A proposal cannot be assigned or transferred in whole or in part.

## SECTION "II" – EVALUATION AND BASIS OF SELECTION

## 1.0 TECHNICAL PROPOSAL

- 1.1 The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that Her Majesty has any previous knowledge of the Proponents' qualifications other than that supplied pursuant to this RFP.
- 1.2 The Proponent's Technical response **must not** exceed thirty (30) single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organization charts and schedule. Material exceeding the thirty (30) page maximum will **NOT** be considered.

## 2.0 MANDATORY REQUIREMENTS

- 2.1 The amounts (Can\$) in the criteria below are excluding taxes.
- 2.2 The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 2.3 In the event that the Proponent submits more than three (3) projects, only the first three (3) projects listed, in sequence, will be evaluated and rated (with any other submitted projects not being evaluated or rated by Canada and being deemed not received by Canada).
- 2.4 Definitions:

"Diplomatic entities: As defined by the Vienna Convention on Diplomatic Relations.  
[https://legal.un.org/ilc/texts/instruments/english/conventions/9\\_1\\_1961.pdf](https://legal.un.org/ilc/texts/instruments/english/conventions/9_1_1961.pdf)

Governments: The sovereign political authority of a State, in which are vested the executive, legislative and judicial powers

"International organizations": Refer to the list of international organizations by the Global Inventory of Statistical Standards. <https://unstats.un.org/unsd/iiss/List-of-International-Organizations.ashx>

DEPUTY PROJECT MANAGER		
Item	Description	Compliance
M1	<p>The proposed Deputy Project Manager (DPM) must have provided strategic advice in the planning, overseeing and leading of three (3) projects from ideation through to completion, in the last 10 years.</p> <p>Each project must have a minimum value of Can\$1,000,000.</p> <p>The DPM must have experience in a minimum of five of the following tasks:</p> <ul style="list-style-type: none"> <li>Leading project planning sessions;</li> </ul>	<p>The DPM must provide the following for each project (maximum of 3 projects):</p> <ul style="list-style-type: none"> <li>Title of project;</li> <li>Location of project (city, country);</li> <li>Location of DPM's headquarters during project (city, country);</li> <li>Client name;</li> <li>Work period; and               <ul style="list-style-type: none"> <li>Start date of work (month, year)</li> <li>End date of work (month, year)</li> </ul> </li> <li>Demonstration that the work period is after June 22, 2011.</li> </ul>

	<ul style="list-style-type: none"> <li>• Coordinating staff and internal resources;</li> <li>• Managing project progress and adapt work as required;</li> <li>• Ensuring projects meet deadlines;</li> <li>• Managing relationships with clients and stakeholders;</li> <li>• Overseeing all incoming and outgoing project documentation; or</li> <li>• Creating detailed project reports.</li> </ul>	<ul style="list-style-type: none"> <li>• Description of services provided by the Deputy Project Manager; must include a minimum of five (5) tasks listed in M1.</li> </ul>
<b>M2</b>	The proposed Deputy Project Manager must be fluent in French (reading, writing and oral).	The proposed Deputy Project Manager must provide their resume in French.

QUANTITY SURVEYOR		
Item	Description	Compliance
<b>M3</b>	<p>The proposed Quantity Surveyor must have provided expert knowledge on all aspects of the contractual and financial side of construction projects, which includes the site selection and design stage, in three (3) real property projects, completed in the last 10 years.</p> <p>The QS must of experience in :</p> <ul style="list-style-type: none"> <li>• Forecasting the cost of the different materials needed for the project;</li> <li>• Preparing documents, contracts, budgets, bills of quantities;</li> <li>• Tracking changes to the design and/or construction work and costing projections accordingly;</li> <li>• Measuring and valuing the work done on site; and</li> <li>• Liaising with the client and other construction professionals, such as site managers, project managers and site engineers.</li> </ul> <p>Projects must be for diplomatic entities, governments and international organizations.</p>	<p>The Quantity Surveyor must provide the following for each project (maximum of 3 projects):</p> <ul style="list-style-type: none"> <li>• Title of Project;</li> <li>• Location of project (city, country);</li> <li>• Client Name;</li> <li>• Work Period; and                             <ul style="list-style-type: none"> <li>○ Start date of work (month, year)</li> <li>○ End date of work (month, year)</li> </ul> </li> <li>• Demonstration that the work period is after June 22, 2011.</li> <li>• Description of services provided by the Quantity Surveyor; must include all tasks listed in M3.</li> </ul>
<b>M4</b>	The proposed Quantity Surveyor must be fluent in French (reading, writing and oral).	The proposed Quantity Surveyor must provide their resume in French.

**3.0 POINT-RATED CRITERIA (TOTAL OF 21 POINTS)**

3.1 For a Proponent to receive points, the three (3) projects submitted in M1 for DPM and the three (3) projects submitted in M3 for the QS should clearly address and in sufficient depth the point-rated criteria that are set forth below.

<b>DEPUTY PROJECT MANAGER</b>		
<b>Item</b>	<b>Description</b>	<b>Points</b>
<b>PR1</b>	Projects should be for diplomatic entities, governments and/or international organizations.	Maximum of 15 points. 5 points per project.
<b>PR2</b>	Services provided by the DPM are to clients who are located internationally.  In this context, “internationally” means a country other than the one in which the DPM and the work is located; beyond its national boundary.	Maximum of 6 points. 2 points per project.

**4.0 PRICE PROPOSAL (40 POINTS)**

4.1 All the information required in section 4.0 must appear on Section “III” - Price Proposal ONLY and must be included in a separate attachment named “Price Proposal”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

**4.2 Hourly Rate**

- 4.2.1 Proponents shall quote all-inclusive hourly rates (excluding the cost of The Minister’s services and equipment\ furniture) on the form attached as Section “III” - Price Proposal. The hourly rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Proponent’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 4.2.2 Proponents shall estimate the value of the taxes (including VAT as per 4.3) expected to be payable by Her Majesty as a result of entering into a contract with the Proponent on the Price Proposal;
- 4.2.3 All payments shall be made according to the terms of payment set out in the attached draft contract;
- 4.2.4 Exchange rate fluctuation protection is not offered; and
- 4.2.5 Price Proposals not meeting the above requirements will not be given any further consideration.

**4.3 Taxes & Duties**

- 4.3.1 Proponents are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below ) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.
- 4.3.2 Her Majesty will pay the VAT specified in the Price Proposal provided:
- 4.3.2.1 that amount is applicable to the Work provided by the Consultant to Her Majesty under the Contract. Her Majesty will not be responsible for the payment of any VAT payable by the Consultant to any third party (including Subcontractors);
- 4.3.2.2 Her Majesty is unable to procure an exemption from VAT in respect of the Work;

- 4.3.2.3 the Consultant agrees to render every reasonable assistance to Her Majesty in obtaining reimbursement of all VAT paid in respect of the Work from the appropriate Government Agency;
- 4.3.2.4 the VAT is shown separately on all of the Consultant's invoices and progress claims; and
- 4.3.2.5 the Consultant agrees to remit to the appropriate Government Agency any amounts of VAT legally required to be remitted by the Consultant pursuant to applicable tax laws.

#### 4.4 Price Breakdown

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and assumptions used to determine the cost of each component of the Work, may lead to disqualification.

### 5.0 PHASED BID COMPLIANCE PROCESS (PBCP)

#### 5.1 General

- a. Her Majesty is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by Her Majesty at Phase I or II of the PBCP, Proponents are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Her Majesty does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Proponent to any communication from Her Majesty.

The Proponent acknowledges that the reviews in Phase I and II of this PBCP are preliminary and do not preclude a finding in Phase III that the bid is non-responsive, even for mandatory requirements which were subject to review in Phase I or II and notwithstanding that the bid had been found responsive in such earlier phase. Her Majesty may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Proponent also acknowledges that its response to a notice or a Compliance Assessment Report (CAR) (each defined below) in Phase I or II may not be successful in rendering its bid responsive to the mandatory requirements that are the subject of the notice or CAR, and may render its bid non-responsive to other mandatory requirements.

- c. Her Majesty may, in its discretion, request and accept at any time from a Proponent and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Proponent has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Her Majesty's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Proponent will have the time period specified in writing by Her Majesty to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- d. The PBCP does not limit Her Majesty's rights to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation

expressly provides for this right, or in the circumstances described in subsection c.

- e. Her Majesty will send any Notice or CAR by any method Her Majesty chooses, in its absolute discretion. The Proponent must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Her Majesty at the date and time they are delivered to Her Majesty by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Her Majesty on the date and time it is received in Her Majesty’s email inbox at Her Majesty’s email address specified in the Notice or CAR. A Notice or CAR sent by Her Majesty to the Proponent at any address provided by the Proponent in or pursuant to the Bid is deemed received by the Proponent on the date it is sent by Her Majesty. Her Majesty is not responsible for late receipt by Her Majesty of a response, however caused.

## 5.2 Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, Her Majesty will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Her Majesty’s review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b. Her Majesty’s review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development Canada.
- c. If Her Majesty determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d. For Bids other than those described in c., Her Majesty will send a written notice to the Proponent (“Notice”) identifying where the Financial Bid is missing information. A Proponent, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Proponents shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Proponents who have been sent a Notice shall have the time period specified in the Notice (the “Remedy Period”) to remedy the matters identified in the Notice by providing to Her Majesty, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Her Majesty, except in circumstances and on terms expressly provided for in the Notice.
- f. In its response to the Notice, the Proponent will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Proponent and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.



- g. Any other changes to the Financial Bid submitted by the Proponent will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Proponent's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h. Her Majesty will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Proponent in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Her Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Her Majesty, will receive a Phase II review.

### 5.3 Phase II: Technical Bid

- a. Her Majesty's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Proponent has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b. Her Majesty will send a written notice to the Proponent (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Proponent whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Proponent shall not be entitled to submit any response to the CAR.
- c. A Proponent shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Her Majesty in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Her Majesty, except in circumstances and on terms expressly provided for in the CAR.
- d. The Proponent's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Proponent which is not necessary to achieve such compliance will not be considered by Her Majesty, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Proponent shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Proponent's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result

from such change. In respect of any such consequential change, the Proponent must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Her Majesty to revise the Proponent's Bid, and failure of the Proponent to do so in accordance with this subparagraph is at the Proponent's own risk. All submitted information must comply with the requirements of this solicitation.

- f. Any changes to the Bid submitted by the Proponent other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Her Majesty in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Proponent in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Proponent shall bind the Proponent as part of its Bid, but the Proponent's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h. Her Majesty will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Proponent in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Her Majesty, then the Bid shall be considered non-responsive and will receive no further consideration.
- i. Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Her Majesty, will receive a Phase III evaluation.

#### **5.4 Phase III: Final Evaluation of the Bid**

- a. In Phase III, Her Majesty will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **5.5 Technical Evaluation**

- a. The Phased Bid Compliance Process will apply to all mandatory technical criteria.

#### **6.0 BASIS OF SELECTION**

- 6.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and  
b. meet all mandatory criteria.
- 6.2 Bids not meeting (a) or (b) will be declared non-responsive.
- 6.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
- 6.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 6.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 6.7 In the case of a tie for the highest total score, the Proponent submitting the lowest price will be selected. In the case of a tie for the total score and a tie for the price proposal score, the Proponent with the highest score for the "Technical Proposal" will be selected.
- 6.8 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

	<b>Proponent 1</b>	<b>Proponent 2</b>	<b>Proponent 3</b>	
<b>Overall Technical Score</b>	115/135	89/135	92/135	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>	83.84	75.56	80.89	
<b>Overall Rating</b>	1st	3rd	2nd	

**SECTION "III" – PRICE PROPOSAL**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

The number of hours below are for evaluation purposes only.

The grand total below is for evaluation purposes only.

Amounts are in Canadian Dollars, excluding taxes.

Regular business hours are 8:00 to 19:00, Monday to Friday.

**INITIAL CONTRACT (PHASE 1: SITE ACQUISITION)**

<b>Deputy Project Manager</b>			
<b>Description</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b> <small>(Hourly Rate x Number of Hours)</small>
Work during regular business hours	\$ _____	10	\$ _____
Work during non-business hours	\$ _____	5	\$ _____

<b>Quantity Surveyor</b>			
<b>Description</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b> <small>(Hourly Rate x Number of Hours)</small>
Work during regular business hours	\$ _____	10	\$ _____
Work during non-business hours	\$ _____	5	\$ _____

**OPTIONAL SERVICES (PHASE 2: DESIGN)**

<b>Deputy Project Manager</b>			
<b>Description</b>	<b>Hourly Rate</b>	<b>Number of Hours</b>	<b>Total</b> <small>(Hourly Rate x Number of Hours)</small>
Work during regular business hours	\$ _____	25	\$ _____
Work during non-business hours	\$ _____	12	\$ _____

Quantity Surveyor			
Description	Hourly Rate	Number of Hours	Total (Hourly Rate x Number of Hours)
Work during regular business hours	\$ _____	25	\$ _____
Work during non-business hours	\$ _____	12	\$ _____

**OPTIONAL SERVICES (PHASE 3: CONSTRUCTION)**

Deputy Project Manager			
Description	Hourly Rate	Number of Hours	Total (Hourly Rate x Number of Hours)
Work during regular business hours	\$ _____	50	\$ _____
Work during non-business hours	\$ _____	25	\$ _____

Quantity Surveyor			
Description	Hourly Rate	Number of Hours	Total (Hourly Rate x Number of Hours)
Work during regular business hours	\$ _____	50	\$ _____
Work during non-business hours	\$ _____	25	\$ _____

**Grand Total:**  
 Initial Contract (Phase 1) + Optional (Phase 2) + Optional (Phase 3) = \$ \_\_\_\_\_  
 (excluding taxes)

\_\_\_\_\_  
*Signature* \_\_\_\_\_ *Date*

\_\_\_\_\_  
*Print Name and Capacity*

**SECTION "IV" - GENERAL INSTRUCTIONS****GI1 RESPONSIVENESS**

- 1.1 For a Proposal to be considered valid, it must comply with all the requirements of this RFP identified as mandatory. Mandatory criteria are also expressed by using imperative verbs such as "shall", "must" and "will".

**GI2 ENQUIRIES - SOLICITATION STAGE**

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to Proponents, the Contract Advisor will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contract Advisor named herein. Non-compliance with this condition during the solicitation period may (for that reason alone) result in the disqualification of your proposal.

**GI3 PROPONENT'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD**

- 3.1 Should any Proponent consider that the Specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Proponent is invited to make suggestions, in writing, to the Contract Advisor named herein. The Proponent must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Proponent will be given consideration provided they are received by the Contract Advisor within the timeframe described in A10 to allow sufficient time to provide a response. Her Majesty reserves the right to accept or reject any or all suggestions.

**GI4 PROPOSAL PREPARATION COST**

- 4.1 The costs, including travel incurred by the Proponent in the preparation of its Proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Proponent and will not be reimbursed by Her Majesty.

**GI5 PROPOSAL DELIVERY**

- 5.1 Proposals and/or amendments thereto, will only be accepted by the Minister if they are received at the email address indicated in A7, on or before the Closing Date and Time specified in A7.
- 5.2 Responsibility for proposal delivery: The Proponent has sole responsibility for the timely receipt of a proposal by Her Majesty and cannot transfer this responsibility to the Government of Canada. Her Majesty will not assume responsibility for proposals that are directed to an email address other than the one stipulated in A7.

**GI6 VALIDITY OF PROPOSAL**

- 6.1 Any proposal must remain open for acceptance for a period of not less than ninety (90) calendar days after the Closing Date.

**GI7 RIGHTS OF CANADA**

- 7.1 Her Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Proponents, at Proponents cost, upon forty eight (48) hours notice, to seek clarification or to verify any or all information provided by the Proponent with respect to this RFP;
  - 7.1.2 to reject all proposals received in response to this RFP if it/they fail to meet the objectives of the requirement within the boundaries imposed by Her different stakeholders;
  - 7.1.3 to accept any proposal in whole or in part without prior negotiation;
  - 7.1.4 to cancel and/or re-issue this RFP at any time;
  - 7.1.5 to award one or more contracts, if applicable;
  - 7.1.6 to retain all proposals submitted in response to this RFP;
  - 7.1.7 not to accept any deviations from the stated terms and conditions;
  - 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful Proposal in any resulting contract; and
  - 7.1.9 not to contract at all.

**GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT**

- 8.1 Her Majesty may reject a Proposal where the Proponent, including the Proponent's officers, agents and employees, has been convicted of an offence under the following provisions of the *Criminal Code*:
- 8.1.1 Section 121, Frauds upon the Government;
  - 8.1.2 Section 124, Selling or Purchasing Office; or
  - 8.1.3 Section 418, Selling Defective Stores to Her Majesty.  
(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.)
- 8.2 Where Her Majesty intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Proponent and provide the Proponent ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

**GI9 INCURRING OF COST**

- 9.1 No costs incurred before receipt of a signed Contract or specified written authorization from the Contract Advisor can be charged to any resulting contract. In addition, the Contractor is not to perform Work in excess of or outside the scope of any resulting contract based on verbal or written requests or instructions from any government personnel other than the Contract Advisor. The Proponent's attention is drawn to the fact that the Contract Advisor is the only authority which can commit Her Majesty to the expenditure of the funds for this requirement.

**GI10 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT**

- 10.1 Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

**GI11 PROPERTY OF HER MAJESTY**

- 11.1 All correspondence, documents and information provided to the Minister by any Proponent in connection with this RFP will become the property of Her Majesty and may be released pursuant to the *Canadian Federal Access to Information Act* and the *Privacy Act*.

**GI12 RIGHTS OF UNSUCCESSFUL PROPONENTS**

- 12.1 Proponents are reminded that all materials submitted by them in either paper or electronic form, including architectural and engineering design drawings, specifications, photographs, etc. shall, upon opening of the proposal by Canadian officials at the local embassy or in Ottawa, become the property of the Canadian government. In consequence, they will not be returned to the unsuccessful Proponents of this tender competition. The keeping of such information by Her Majesty is necessary to ensure that, in the event of a future internal audit of the tender process, or in the event of a challenge by one of the unsuccessful Proponents to this tender process, all the documents submitted by competing Proponents are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Her Majesty assures Proponents that it will at no time use those materials for any commercial purposes without the written consent of the authors.

**GI13 PRICE SUPPORT**

- 13.1 In the event that the Proponent's bid is the sole responsive Proposal received, the Proponent must provide, on the Minister's request, one or more of the following price support if applicable:
- 13.1.1 a current published price list indicating the percentage discount available to the Minister;
  - 13.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
  - 13.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;
  - 13.1.4 price or rate certification;
  - 13.1.5 any other supporting documentation as requested by the Minister.

**GI14 PROPONENTS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT**

- 14.1 Proponents must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project, except for their response to Her Majesty pursuant to this RFP.

**GI15 ACCEPTANCE OF BIDS**

- 15.1 Proponents must meet and adhere to the architectural and design standards contained in the bid documentation.
- 15.2 Proponents must submit a list of Sub-Consultants they propose to use on the Work. The successful Proponent shall not be allowed any subsequent substitution of the submitted list of Sub-Consultants, unless authorized, in advance in writing by Her Majesty.

**GI16 SIGNATURES**

- 16.1 The following requirements are to be adhered to when signing the Price Proposal:
- 16.1.1 **Corporation**  
The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.
  - 16.1.2 **Partnership**  
The signatures of the partners shall be affixed and their names typed or printed. If not all of the partners sign or if the signatory is not a partner then a certified true copy of the agreement signed by all partners authorizing such person or persons to execute the document on their behalf shall accompany the bid.
  - 16.1.3 **Sole Proprietorship**  
The signature of the sole proprietor shall be affixed and the name typed or printed. In the event that the signatory is not the sole proprietor then a certified true copy of the agreement signed by the sole proprietor authorizing such person or persons to execute the document shall accompany the proposal.
  - 16.1.4 **Joint Venture**  
The signatures of the authorized signatories of each member of the joint venture shall be affixed and their names and titles typed or printed. Each of the participating signatories shall sign the document in the manner applicable to their particular business arrangement which is more particularly described in 16.1.1 to 16.1.3 above.

**GI17 RETURN OF DOCUMENTS**

- 17.1 Unsuccessful Proponents must, if requested by the Contract Advisor, return all bid documents (e.g. Working Drawings, Specifications and Bills of Quantities) intact and in good condition within fourteen (14) days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

**GI18 CLASSES OF OFFICE SPACE: DEFINITIONS****18.1 Class "A":**

18.1.1 A Class "A" Building is a relatively new building situated in a prime location, with high occupancy and rental rates.

18.1.2 This definition needs more detail, especially for buildings outside of North America, to more fully assess the varying quality and availability of office space classes around the world. A Class "A" building also is new or not older than ten (10) years since construction or a major renovation, and either through recent construction or major renovation has:

18.1.2.1 a modern design (prestigious) with few if any columns restricting use of the floor plate,

18.1.2.2 the mechanical and electrical systems and equipment provide fully powered and climate-controlled space,

18.1.2.3 a prestigious location in terms of exposure and access (i.e., within a fifteen (15) minute walk from a bus or other mass transit station, in the central business district or a very important sector of the city or a diplomatic enclave/area),

18.1.2.4 large, efficient floor plate,

18.1.2.5 appropriate building features including drop ceilings, box lighting, HVAC controls, attractive common area lobbies and washrooms,

18.1.2.6 emergency fire sprinklers, detectors and alarms,

18.1.2.7 at least two (2) staircases for emergency exiting,

18.1.2.8 on-site parking and storage facilities for lease,

18.1.2.9 built to the latest earthquake standards for the area,

18.1.2.10 employed building codes similar to Canada's codes,

18.1.2.11 back-up generator capability for at least the vital building systems,

18.1.2.12 professional security and property management, and

18.1.2.13 on-site or nearby support retail, banking and other business support services.

**18.2 Class "B":**

18.2.1 A Class "B" Building is an older building fully renovated to modern standards situated in a still prime location with very good occupancy rates.

18.2.2 A Class "B" building is eleven (11) years or OLDER since initial construction or since a major renovation. Therefore, some (or all) of the fourteen Class "A" points above would not apply or would be inferior or lacking.

**18.3 Class "C":**

18.3.1 A Class "C" Building is an older, un-renovated building (at least eleven (11) years of age) in fairly good condition, with moderate rental rates and good occupancy, in a secondary location that has been surpassed by new downtown developments.

**GI19 INTERPRETATION**

- 19.1 In this RFP, "Her Majesty", "the Minister" or "Canada" means Her Majesty the Queen in right of Canada, as represented by the Minister of Foreign Affairs.



**C. ARTICLES OF AGREEMENT**

**C1. DEPARTMENTAL REPRESENTATIVE**

*[Information to be provided at contract award]*

**DRAFT**

**Services 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

*[Information to be provided at contract award]*  
 (referred to herein as the "Consultant")

for

Performance of the Services described in  
 Appendix “A” – Statement of Work.

<b>C2. TITLE</b> Deputy Project Manager and Quantity Survey Services for the Relocation of the Embassy of Canada to Senegal in Dakar		
<b>C3. CONTRACT PERIOD</b> Start: contract award date <span style="float: right;">End: June 30, 2022</span>		
<b>C4. CONTRACT NUMBER</b>	<b>C5. PROJECT NUMBER</b> B-DAKAR-860	<b>C6. DATE</b>
<b>C7. CONTRACT DOCUMENTS</b> 1. Articles of Agreement 2. Supplementary Conditions (Section “I”) 3. General Conditions (Section “II”) 4. Terms of Payment (Section “III”) 5. Statement of Work (Appendix “A”) 6. Security Requirements Check List (Appendix “B”) 7. The Consultant’s Proposal 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.		
<b>C8. CONTRACT AMOUNT</b> Her Majesty shall pay the Consultant a ceiling amount of Can\$____. The contract amount is: a. inclusive of all applicable duties, costs and taxes (other than the Consultant’s Output VAT payable on the Contract price). b. Exclusive of VAT. c. In Canadian currency. Payments shall be made in accordance with Section “II” General Conditions, GC20 Payments, and Section “III” Terms of Payment.		
<b>C9. INVOICES</b> A copy is to be sent to the Departmental Representative showing: a. the amount of the progress payment being claimed for Services performed to the satisfaction of the Minister; b. the amount for any tax (including VAT) calculated in accordance with the applicable legislation; c. the date; d. the name and address of the consignee; e. description of the Services performed; f. the project name; and g. the contract number.		
<b>C10. GOVERNING LAWS</b> Laws in force in the Province of Ontario, Canada		
<b>FOR THE CONSULTANT</b>  _____ <b>Signature</b> <span style="float: right;">_____</span> <b>Date</b>  _____ <b>Print Name and Capacity</b>		<b>CORPORATE SEAL</b>
<b>FOR THE MINISTER</b>  _____ <b>Signature</b> <span style="float: right;">_____</span> <b>Date</b>  _____ <b>Print Name and Capacity</b>		

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**SECTION "I" – SUPPLEMENTARY CONDITIONS****SC1 SECURITY REQUIREMENTS**

- 1.1** The Consultant and/or all other personnel involved in the Work must be properly supervised on the premises of the Mission, Official Residence or Staff quarter. No access to the restricted zones of the Mission will be permitted.

**SC2 OPTIONAL SERVICES**

- 2.1** The Consultant grants to Canada the irrevocable option to acquire the services described in the Statement of Work (Phase 2: Design, Phase 3: Construction) of the Contract under the same conditions and at the price stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- 2.2** The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Consultant.

**SC3 MAXIMUM FUNDING**

- 3.1** The maximum funding available for the Contract and Optional Services is indicated below. This disclosure does not commit Canada to pay the maximum funding available.

Phase 1 - Site Acquisition: Can\$25,000, excluding taxes.

Phase 2 - Design: Can\$75,000, excluding taxes.

Phase 3 - Construction: Can\$500,000, excluding taxes.

## SECTION "II" – GENERAL CONDITIONS

**GC1 INTERPRETATION**

- 1.1 In the present Contract,
- 1.1.1 "Contract" an agreement between the Her Majesty and a Consultant for the acquisition by, or provision to, Canada of good(s) and/or services;
- 1.1.2 "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;
- 1.1.3 "Minister" means Minister of Foreign Affairs and any person duly authorized to act on behalf of the Minister.
- 1.1.4 "Work" unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Consultant to perform the Consultant's obligations under the contract;
- 1.1.5 "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 Contract. A Departmental Representative may from time to time act as a technical authority;
- 1.1.6 "Technical Authority" (also sometimes referred to as "Project Authority"): Canada's agent in charge of inspecting the accuracy of any aspects of the Work as described in the Statement of Work.
- 1.1.7 "Days" means continuous calendar days, including weekends and statutory public holidays.
- 1.1.8 The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation; and
- 1.1.9 In the Contract, 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 INFORMATICS SECURITY**

- 2.1 In accordance with the departmental informatics security policy, all diskettes, whether software or data must be scanned for viruses. The approval of the Information Management & Technology Bureau / SXD must be obtained prior to loading any software, computer programs or data onto any departmental computer.
- 2.2 Non-compliance with this requirement could result in your organization being excluded from consideration for future work contracted by Foreign Affairs, Trade and Development Canada.

**GC3 SUCCESSORS AND ASSIGNS**

- 3.1 The Contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC4 ASSIGNMENT**

- 4.1 The Contract shall not be assigned in whole or in part by the Consultant without the prior written consent of the Minister, and any assignment made without that consent is void and of no effect.
- 4.2 No assignment of the Contract shall relieve the Consultant from any obligation under the Contract or impose any liability upon Her Majesty or the Minister unless otherwise agreed to in writing by the Minister.

**GC5 TIME OF THE ESSENCE**

- 5.1 Time is of the essence of the Contract.
- 5.2 Any delay by the Consultant in performing the Consultant's obligations under the Contract which is caused by an event beyond the control of the Consultant, and which could not have been foreseen and could not have been avoided by the Consultant by means reasonably available to the Consultant, 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.
- 5.3 The Consultant 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 Contracting Authority, the Consultant shall deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Consultant 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 Consultant 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 Consultant.
- 5.4 Unless the Consultant 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.
- 5.5 Notwithstanding that the Consultant has complied with the requirements of GC5.3, Her Majesty may exercise any right of termination contained in GC8.

**GC6 INDEMNIFICATION**

- 6.1 The Consultant shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Consultant, the Consultant's servants or agents in performing the Work or as a result of the Work. Any liens, attachments, charges or other encumbrances or claims upon or in

respect of any materials, parts, work-in-process or finished Work furnished to, or in respect of which any payment has been made by Canada.

- 6.2 The Consultant shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Consultant's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 6.3 The Consultant's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 6.4 The Consultant acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Consultant, considers the Consultant to be an agent or employee of the Minister, the Consultant agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party.

#### GC7 NOTICES

- 7.1 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:
- 7.1.1 served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
- 7.1.2 forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
- 7.1.3 forwarded by facsimile or other electronic means of transmission, three (3) days after it was transmitted.
- 7.2 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.

#### GC8 TERMINATION OR SUSPENSION

- 8.1 The Minister may, by giving notice to the Consultant, terminate or suspend the work with respect to all or any part or parts of the work not completed. The Consultant shall proceed to complete parts of the Work not affected by the termination notice. Additional notices for different parts of the Contract may be given subsequently.
- 8.2 All Work completed by the Consultant to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract.
- 8.3 All Work not completed before the giving of such notice shall be paid by Her Majesty to the Consultant on the following terms:
- 8.3.1 the amount of any capital expenditures actually incurred only if they were specifically authorized under the Contract or approved in writing by the Minister for the purpose of the Contract, less any depreciation in respect thereof already taken into account in determining Cost, to the extent that the capital expenditures are properly apportionable to the performance of the Contract;
- 8.3.2 all Costs of and incidental to the termination of the Work or part thereof, including the Cost of cancellation of obligations incurred by the Consultant with respect to the terminated Work or part thereof; but not including the cost of severance payments or damages to employees whose services are no longer required by reason of the termination;
- 8.3.3 where Her Majesty pays for costs for inventory under GC8, this inventory shall vest with Her Majesty.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Consultant and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Work or the party thereof so terminated.
- 8.5 The Consultant shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Consultant under the contract, exceeds the contract amount applicable to the work or the particular part thereof.
- 8.6 The Consultant shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC8 except as expressly provided therein.

#### GC9 TERMINATION DUE TO DEFAULT OF CONSULTANT

- 9.1 Her Majesty may, by notice to the Consultant, terminate the whole or any part of the Work if:
- 9.1.1 the Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Consultant, or if the Consultant takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 9.1.2 the Consultant fails to perform any of the Consultant's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that Her Majesty terminates the Work in whole or in part under GC9.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the Work to be completed that was so terminated, and the Consultant shall be liable to Her Majesty for any excess costs relating to the completion of the Work.
- 9.3 Upon termination of the Work under GC9.1, the Minister may require the Consultant to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished Work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Consultant has specifically acquired or produced for the fulfilment of the Contract. Her Majesty shall pay the Consultant for all such finished Work delivered pursuant to such direction

and accepted by Her Majesty, the cost to the Consultant of such finished Work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Consultant the fair and reasonable cost to the Consultant of all materials or Work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Consultant such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the Work.

- 9.4 The Consultant shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Consultant under the Contract, exceeds the contract amount applicable to the work or the particular part thereof.
- 9.5 If, after the Minister issues a notice of termination under GC9.1, it is determined by the Minister that the default of the Consultant is due to causes beyond the control of the Consultant, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

**GC10 APPROPRIATION**

- 10.1 In accordance with Section 40 of the *Canadian Financial Administration Act*, payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

**GC11 MEMBERS OF THE CANADIAN HOUSE OF COMMONS**

- 11.1 No member of the Canadian House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise therefrom.

**GC12 ACCOUNTS AND AUDIT**

- 12.1 The Consultant shall keep proper accounts and records of the cost to the Consultant of the Work and of all expenditures or commitments made by the Consultant in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Consultant 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.
- 12.2 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 Consultant 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.

**GC13 CONFLICT OF INTEREST**

- 13.1 The Consultant declares that the Consultant has no interest in the business of any third party that would cause a conflict of interest or seem to cause a Conflict of Interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the Consultant shall declare it immediately in writing to the Departmental Representative.
- 13.2 It is a term of this Contract that no individual, for whom the post-employment provisions of the *Canadian Conflict of Interest and Post-Employment Code for Public Office holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive a direct benefit from this Contract unless that individual is in compliance with the applicable post-employment provisions.

**GC14 CONSULTANT STATUS**

- 14.1 This is a Contract for the performance of a service and the Consultant is engaged under the Contract as an independent Consultant for the purpose(s) of delivering a good or goods and/or providing a service. Neither the Consultant nor any of the Consultant's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Consultant agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

**GC15 WARRANTY**

- 15.1 Notwithstanding inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Consultant warrants that, for a period of twelve (12) months from the date of delivery, or if acceptance takes place on a later date, the date of acceptance, or for such other period as may be specified in the written agreement between the Parties, the Work shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Property, the Consultant's warranty shall extend only to its proper incorporation into the Work. In addition, the Consultant has the obligation to respect any other warranty provided for by law.
- 15.2 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 Consultant, at the request of the Minister to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- 15.3 The Work or any part thereof found to be defective or non-conforming shall be returned to the Consultant'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 Consultant 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 Consultant's plant.
- 15.4 Canada shall pay the transportation cost associated with returning any Work or part thereof to the Consultant's plant pursuant to GC15.3, and the Consultant 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 Technical Authority.
- 15.5 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 Canada in informing the Consultant of the defect or non-conformance or in returning the Work or part thereof to the Consultant's plant. Upon returning the Work or part remaining, including any such extension.
- 15.6 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:
- 15.6.1 the warranty period remaining under GC15.5, or
- 15.6.2 ninety (90) days or such other period as may be specified for that purpose in the written agreement between the Parties.
- 15.7 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 the Contract.
- GC16 AMENDMENTS AND WAIVERS**
- 16.1 No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Minister and of the Consultant.
- 16.2 While the Consultant may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, Canada shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with GC16.1.
- 16.3 No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Consultant, the authorized representative of the Consultant.
- 16.4 The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.
- GC17 ENTIRE AGREEMENT**
- 17.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.
- GC18 OFFICIAL LANGUAGE**
- 18.1 In accordance with the *Official Languages Act*, any survey, questionnaire, report or other forms may be required to be conducted and prepared in both Official Languages at the discretion of the Departmental Representative.
- GC19 CONFIDENTIAL INFORMATION**
- 19.1 Any information of a character confidential to the affairs of Her Majesty to which the Consultant, or any officer, servant or agent of the Consultant 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.
- 19.2 All persons working through Foreign Affairs, Trade and Development Canada on a contract basis must sign a declaration of secrecy, and consent to be cleared through a security check to the level designated for the work assignment. Rights to access Foreign Affairs, Trade and Development Canada premises and material shall cease with the termination of the Contract.
- GC20 PAYMENT**
- 20.1 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.
- 20.2 Subject to Parliamentary appropriation of funds and to GC20.1, payment by the Minister for the Work shall be made:
- 20.2.1 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,
- 20.2.2 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
- 20.2.3 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 or receipt of an invoice requesting payment whichever is later.
- 20.3 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.

- 20.4 If the Consultant is engaged in the performance of the work for any period that exceeds or is less than a full day, the Consultant will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Consultant was so engaged.
- 20.5 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 Consultant 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 the date specified in GC20.1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 20.6 Notwithstanding any other provision of the Contract, no payment shall be made to the Consultant unless and until, with respect to all parts of the Work in respect of which payment is claimed, the Consultant, 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.

**GC21 INTEREST ON OVERDUE ACCOUNTS**

21.1 For the purposes of this section:

- 21.1.1 "Average Rate" means the simple arithmetic mean of the Canadian 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.
- 21.1.2 "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;
- 21.1.3 an amount is "due and payable" when it is due and payable by Canada to the Consultant in accordance with the terms of the Contract; and
- 21.1.4 an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 21.1.5 Canada shall be liable to pay to the Consultant simple interest at the Average Rate plus three percent (3%) 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 Consultant.
- 21.1.6 Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Consultant.
- 21.1.7 Canada shall not be liable to pay interest on overdue advance payments.

**GC22 GOODS AND SERVICES TAX / HARMONIZED SALES TAX (GST/HST) VAT OR OTHER LEGAL TAXES**

- 22.1 All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 22.2 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 Consultant agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.

**GC23 INCAPACITY TO CONTRACT WITH GOVERNMENT**

- 23.1 The Consultant certifies that the Consultant, including the Consultant's officers, agents and employees, has not been convicted of an offence under the following provisions of the *Criminal Code*:
- 23.1.1 Section 121, Frauds upon the Government;
- 23.1.2 Section 124, Selling or Purchasing Office; or
- 23.1.3 Section 418, Selling Defective Stores to Her Majesty;
- (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.)

**GC24 CERTIFICATION - CONTINGENCY FEES**

- 24.1 The Consultant certifies that it has not directly or indirectly paid or agreed to pay any covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 24.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provision of the Contract.
- 24.3 If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract for default or recover from the Consultant by way of reduction to the Contract Price or otherwise the full amount of the contingency fee.
- 24.4 In this section:
- 24.4.1 "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 terms.
- 24.4.2 "employee" means a person with whom the Consultant has an employer/employee relationship.

24.4.3 "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 an individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c.44 (4th supplement) as the same may be amended from time to time.

**GC25 PROVINCIAL SALES TAX**

25.1 The property and/or services ordered/purchased hereby are for the use of, and are being purchased by Foreign Affairs, Trade and Development Canada with Crown funds, and are therefore not subject to visible Provincial Sales Tax.

**GC26 INTERNATIONAL SANCTIONS**

26.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the *United Nations Act* (UNA), R.S.C. 1985, c. U-2, the *Special Economic Measures Act* (SEMA), S.C. 1992, c. 17, or the *Export and Import Permits Act* (EIPA), R.S.C. 1985, c. E-19. The Consultant agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subConsultants.

26.2 The Consultant agrees that Canada relies on the Consultant's undertaking in GC26.1 to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Consultant, and therefore to recover damages from the Consultant, including procurement costs arising out of such a termination.

26.3 The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site:

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>

26.4 Canada will use reasonable efforts to make the text of any such regulations available on its electronic bulletin board on a reasonably current basis by way of assistance to the Consultant, but the Consultant agrees that only the text as published in the Canada Gazette, Part II, is authoritative, and the Consultant waives any claim against Canada, the Minister, or their employees or agents for any costs, loss, or damage whatever that results from the Consultant's reliance on the text of a regulation as reproduced on the electronic bulletin board.

26.5 If the Contract is concluded prior to the imposition of a sanction as described in GC26.1, Her Majesty reserves the right to terminate the Contract in accordance with GC8.

**GC27 STATUS AND REPLACEMENT OF PERSONNEL**

27.1 If at any time during the period of the Contract the Consultant is unable to provide the services of any person who must perform the Work in the Contract, it shall immediately provide a replacement person with similar qualifications and experience. The Consultant shall, as soon as possible, give notice to the Minister of:

27.1.1 the reason for the removal of the person from the Work;

27.1.2 the name, qualifications and experience of the proposed replacement person; and

27.1.3 proof that the person has the required security clearance granted by Canada, if applicable.

27.2 The Minister may order the removal from the Work of any such replacement person and the Consultant shall immediately remove the person from the Work and shall, in accordance with GC27.1, secure a further replacement.

27.3 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Consultant from its responsibility to meet the requirements of the Contract.

27.4 If the Consultant intends to use any person in fulfillment of this Contract who is or who is not an employee of the Consultant, the Consultant hereby warrants that such a person is under no restrictive covenants in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work and, the Consultant has written permission from the person or (the employer of such a person) to propose the services of the person in relation to the work to be performed in fulfillment of this Contract.

**GC28 NO BRIBE**

28.1 The Consultant represents and covenants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

**GC29 SEVERABILITY**

29.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

**GC30 COPYRIGHT**

30.1 In this section,

30.1.1 "Material" includes anything that is created or developed by the Consultant as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation;

30.1.2 "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42.



- 30.2 Copyright in the Material shall vest in Canada and the Consultant shall incorporate in all Material the copyright symbol and the following notice:
- 30.3 HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
- 30.4 At the completion of the Contract, or at such other time as the Consultant or the Minister may require, the Consultant shall fully and promptly disclose to the Minister all Material created or developed under the Contract.
- 30.5 Where copyright in any Material vests in Canada under the Contract, the Consultant shall execute such conveyances and other documents relating to title or copyright as the Minister may require.
- 30.6 The Consultant shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.
- 30.7 At the request of the Minister, the Consultant shall provide to Canada, at the completion of the Work, or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.
- 30.8 If the Consultant is the author of the Material, the Consultant hereby permanently waives the Consultant's Moral Rights in respect of the Material.

**GC31 COMPLIANCE WITH NETWORK ACCEPTABLE USE POLICY**

- 31.1 The Consultant must at all times during the performance of the Work comply with the Policy on the Use of the DFAIT Electronic Networks. A Consultant who does not abide by the terms and conditions of the policy may be subject to termination of the Contract as per GC8.

**GC32 HANDLING OF PERSONAL INFORMATION**

- 32.1 The Consultant acknowledges that DFAIT 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 Consultant shall keep private and confidential any such personal information collected, created or handled by the Consultant 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 Foreign Affairs, Trade and Development Canada, and the Consultant shall have no right in or to that information. The Consultant shall deliver to Foreign Affairs, Trade and Development Canada 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 Foreign Affairs, Trade and Development Canada, the Consultant shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Consultant's possession.

**GC33 LANGUAGE**

- 33.1 The language of communication between Her Majesty and the Consultant shall be English or French.

**GC34 PROACTIVE DISCLOSURE**

- 34.1 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 <http://www.fac-aec.gc.ca/department/disclosure/menu-en.asp>. 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.

**GC35 HEALTH AND SAFETY**

- 35.1 The Consultant 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.
- 35.2 The Consultant 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.
- 35.3 The Consultant must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Consultant must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Consultant is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

## SECTION "III" – TERMS OF PAYMENT

**TP1 TERM OF PAYMENT**

1.1 Canada will pay the Consultant on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

Further details on the terms of payment is found in GC20 Payment.

**TP2 BASIS OF PAYMENT**

2.1 The Consultant will be paid a firm hourly rate for the Work performed, in accordance with the basis of payment detailed below, to a ceiling price identified in C8. Contract Amount. Customs duties are included and Applicable Taxes are extra.

*[Information to be provided at contract award]*

**INITIAL CONTRACT (PHASE 1: SITE ACQUISITION)**

Deputy Project Manager	
Description	Hourly Rate
Work during regular business hours	\$ _____
Work during non-business hours	\$ _____

Quantity Surveyor	
Description	Hourly Rate
Work during regular business hours	\$ _____
Work during non-business hours	\$ _____

**OPTIONAL SERVICE (PHASE 2: DESIGN)**

Deputy Project Manager	
Description	Hourly Rate
Work during regular business hours	\$ _____
Work during non-business hours	\$ _____

Quantity Surveyor	
Description	Hourly Rate
Work during regular business hours	\$ _____
Work during non-business hours	\$ _____

**OPTIONAL SERVICE (PHASE 3: CONSTRUCTION)**

Deputy Project Manager	
Description	Hourly Rate
Work during regular business hours	\$ _____
Work during non-business hours	\$ _____

Quantity Surveyor	
Description	Hourly Rate
Work during regular business hours	\$ _____
Work during non-business hours	\$ _____

**APPENDIX “A” – STATEMENT OF WORK****1. TITLE: Relocation of the Embassy of Canada to Senegal in Dakar****2. BACKGROUND**

Her Majesty as represented by the Department of Foreign Affairs Trade and Development (DFATD) has initiated a relocation and new construction of its embassy in Dakar, Senegal. The Department is proceeding with land acquisition with a Crown construction solution.

DFATD will be relocating the Embassy of Canada to Senegal, currently located in Dakar, to a yet to be determined location. Neighbourhoods with sites for consideration include, but are not limited to: Les Almadies, Ngor, Mermoz, Les Mamelles, Corniche and Cap Manuel.

**3. OBJECTIVES**

The relocation of the embassy will consist of three (3) phases.

The Phase 1 will be to support DFATD in its site selection and concept pre-design by providing Deputy Project Manager (DPM) and Quantity Surveyor (QS) services, including the coordination of any relevant technical studies, and all considerations needed to ensure successful acquisition of a site that meets all requirements.

The Phase 2 will require the DPM services for the design and Phase 3 for the construction stage of the new embassy.

A Consultant shall provide DPM services and a second Consultant shall provide QS services for the above referenced project as detailed herein. The required services shall be provided on-site in Dakar, Senegal.

The DPM shall perform the required services under the direction of the DFATD Project Manager (PM). The QS shall perform the required services under the direction of the DFATD Project Manager (PS) in support of the delivery of a successful project as well as integration of stakeholder’s relationships.

**4. SCOPE OF WORK: TASKS, DELIVERABLES AND MILESTONES**

The Consultants must perform the following tasks:

**4.1 Deputy Project Manager (DPM)**

The DPM, whom will work with the Project Manager, will be engaged to do site visits on a regular basis to ensure that the performance of the consultants and the contractor meet the intent of their respective contracts and to flag areas of concern and provide status reports. The DPM will also coordinate all requests to the Mission from the consultants, the contractor or other stakeholders. Duties below, but not necessarily limited to, shall support the DFATD Project Manager in the following:

Phase 1: Site Acquisition

1. Provide support for site selection up to two days per week.
2. Integrate risk management and assessment into the site acquisition phase of the project.
3. Liaise with Mission, architecture and engineering firm, contractors, and other project stakeholders.

Phase 2: Design

1. Identify design, sustainability, and construction quality standards and approaches to meet the scope of

work.

2. Evaluate project performance on a regular basis; provide updates by the means of reports when requested by the PM. Monitor project results.
3. Integrate risk management and assessment into the design phase of the project.
4. Liaise with Mission, architecture and engineering firm, contractors, and other project stakeholders.
5. Serve as the primary liaison with respect to all matters related to in-country liaison services.

#### Phase 3: Construction

1. Provide support for construction up to three days per week.
2. Ensure that the various elements of the project are properly coordinated and balanced such as the schedule remaining on track, targeted milestones are being met, and budgets are being respected.
3. Review deficiency lists prepared by consultant team and advise accordingly. Observe and report to PM on progress of clean up of deficiencies.
4. Integrate risk management and assessment into the construction phase of the project.
5. Manage safety as an integrated part of the construction phase of the project.
6. Identify, obtain and manage environmental approvals, permits and/or licenses for the project.
7. Provide advice regarding the particular local requirements for the delivery of construction projects in Dakar, Senegal.
8. Attend site inspections and provide a report outlining observations to the PM.
9. Provide in-country liaison with the contractors, and others retained to provide service to the project throughout the construction, fit-up, commissioning, and warranty review stages of the work.
10. Serve as the primary liaison with respect to all matters related to in-country liaison services.
11. Observe and monitor overall quality assurance/control and advise accordingly.
12. Assist in the commissioning process and advise/report on progress, issues and requirements.
13. Assist in organizing and executing the occupant move in.

#### 4.2 Quantity Surveyor (QS)

The QS, whom will report directly to the Project Manager, will be engaged to provide expert knowledge on construction costs during the site selection and pre-design stage of the project. Duties below, but not necessarily limited to, shall support the Project Manager to:

##### Phase 1: Site Acquisition

1. Provide support on site selection and pre-design up to two days per week.
2. Provide detailed reports and analysis regarding related costs required for the site options and project.

3. Prepare cost and cash flow estimates for the various site options as required for the project.
4. Analyse trends in the real estate and the local construction market and forecast the impact of such trends on project costs.
5. Identify and quantify potential risks, and make contingency recommendations in order to minimize negative cost impacts, for site option and the project.

#### Phase 2: Design

1. Participate in cost planning and analysis of project options and "what if" scenarios.
2. Identify, forecast and analyse project related risks focusing on the presentation, documentation and use of risk allowances or risk reserves or general contingencies for the various site options.

#### Phase 3: Construction

1. Provide support during construction phase, if required.
2. Provide detailed reports and analysis regarding related costs during construction, if required.

#### 4.3 Project Milestones (preliminary)

Deliverable	Target Date
Site Acquisition	August 2020 - June 2022
Design	July 2021 - October 2023
Development of Construction Specifications	September 2022 - March 2023
Construction Contracting Award	January 2023 – October 2023
Construction Completion	September 2026
Move-In	July 2026 – August 2026
Occupancy Date	Summer 2026

**Note:** The above are target dates and are subject to change.

## 5. LOCATION OF WORK

To perform the work, the Consultants must be on site in Dakar, Senegal.

## 6. MEETINGS

Project meetings will take place on-site in Dakar, Senegal, as well as virtually, with the Project Manager/Project Sponsor using Microsoft Teams and/or software approved for use by DFATD.

## 7. LANGUAGE OF WORK

The services of are to be delivered in French. However, project documentation may be in French or English. The Consultants must have the capacity to review, comprehend and edit documentation in both languages.

## 8. CONSTRAINTS

Canada may be exempt from certain sales taxes, goods and services taxes, property transfer taxes, value added tax and other registration or stamp duties. The Consultants must perform the work with these considerations.

The Consultants must apply locally recognized standards for professional services.

The market and market products are confidential and must not be disclosed to other parties without the written consent of Her Majesty.

APPENDIX “B” - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 21-182596
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada		2. Branch or Directorate / Direction générale ou Direction International Platforms Branch/ AWD
3. a) Subcontract Number / Numéro du contrat de sous-traitance TBD		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Quantity Surveyor- overview of the project costing on site involving multiple stakeholders Deputy Project Manager will assist the Project Manager onsite to deliver the project		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité : \_\_\_\_\_

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel : \_\_\_\_\_  
Document Number / Numéro du document : \_\_\_\_\_

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC							
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET		
											A	B	C					
Information / Assets / Renseignements / Biens / Production																		
IT Media / Support TI																		
IT Link / Lien électronique																		

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Yves Poulin	Title - Titre Sr Project Manager	Signature <b>Poulin, Yves</b> <small>Digitally signed by Poulin, Yves Date: 2020.10.20 09:57:48 -04'00'</small>
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Telephone No. - N° de téléphone 614-324-5325	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel yves.poulin@international.gc.ca	Date 20 Oct 2020
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) DEJAN NUIC	Title - Titre Manager, Personnel Security Screening and Contracting	Signature <b>nuic, Dejan</b> <small>Digitally signed by nuic, Dejan Date: 2020.10.27 13:54:31 -04'00'</small>
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel dejan.nuic@international.gc.ca	Date 27-10-2020
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?  No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Brent Hygaard	Title - Titre Procurement Specialist	Signature <b>hygaard, brent</b>
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Telephone No. - N° de téléphone 343-573-5242	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel brent.hygaard@hotmail.com	Date June 21, 2021
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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