A1. CONTRACT ADVISOR

Mr. Brent Hygaard Procurement Specialist

Department of Foreign Affairs, Trade and

Development Email: (below)

realproperty-contracts@international.gc.ca

Telephone: +1 343 573 5242

Architectural and Engineering Services

Request for Proposals (RFP)

for

Performance of the Work described in Annex "A" – Statement of Work of the draft contract.

A2. TITLE

International Architecture and Engineering Design Services

A3. Solicitation Number A4. Project Number A5. Date January 06, 2023

A6. RFP DOCUMENTS

- 1. Request for Proposals (RFP) title page
- 2. Information (Section "I")
- 3. Submission Requirements (Section "II")
- 4. Evaluation and Basis of Selection (Section "III")
- 5. Price Proposal Form (Section "IV")
- 6. General Instructions (Section "V")
- 7. Certifications Precedent to Contract Award (Section "VI")
- 8. Submission Checklist (Section "VII")
- 9. Draft Contract (Section "VIII")

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.

A7. PROPOSAL DELIVERY

In order for the proposal to be valid, it must be received no later than **14:00 EST** (Eastern Standard Time) on **February 06, 2023** referred as the "Closing Date".

Only electronic copies will be accepted and received at the following email address:

realproperty-contracts@international.gc.ca

Attention: **Brent Hygaard** Solicitation #: 23-224748

Bidders should ensure that their name and solicitation number are in the email subject/title.

A8. PRICE PROPOSAL

All the information required in section EBS5 should appear on Section "IV" - Price Proposal ONLY and submitted in a separate attachment entitled "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

A9. ENQUIRIES

All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three business days prior to the Closing Date and Time in order to allow sufficient time to provide a response.

A10. LANGUAGE

Proposals must be submitted in English or French.

A11. CONTRACT DOCUMENTS

The draft contract which the selected Bidder will be expected to execute is included with this RFP. Bidders are advised to review it in detail and identify any problematic clauses to the Contract Advisor in accordance with A9. - Enquiries. His Majesty reserves the right not to make any amendment(s) to the Contract Documents.



SECTION "I" - INFORMATION

11. INTRODUCTION

- 1.1. This bid solicitation is being issued by the Department of Foreign Affairs, Trade and Development Canada (DFATD). It is intended to result in the award of up to three contracts with task authorizations for a two year period, with two option periods of one year, allowing Canada to extend the term of the Contract. For additional information, see Annex "C" Supplementary Conditions, SC2. OPTIONAL SERVICES.
- 1.2. A security obligation is associated with this requirement. For additional information, see EBS2. TECHNICAL PROPOSAL Criteria, MTC1.1.
- 1.3. The requirement is subject to the provisions of the:
 - World Trade Organization Agreement on Government Procurement (WTO-AGP);
 - North American Free Trade Agreement (NAFTA);
 - Canada-European Union Comprehensive Economic and Trade Agreement (CETA);
 - Canadian Free Trade Agreement (CFTA);
 - Canada Chile Free Trade Agreement (CCFTA);
 - Canada Colombia Free Trade Agreement;
 - Canada Honduras Free Trade Agreement;
 - Canada Korea Free Trade Agreement;
 - Canada Panama Free Trade Agreement;
 - Canada Peru Free Trade Agreement (CPFTA); and,
 - Canada Ukraine Free Trade Agreement (CUFTA).
- 1.4. Resources for the work described in Annex "A" are required on an as and when requested basis.

12. DEFINITIONS

2.1. Request for Proposals

His Majesty the King in right of Canada ("His Majesty"), represented by the Minister of Foreign Affairs ("The Minister"), is inviting Bidders to submit proposals to provide Architectural and Engineering (A&E) services pursuant to this Request for Proposals (RFP).

2.2. The Bidder

An entity, whether a firm or individual, that submits a proposal on behalf of a consultant team will be referred to as the "Bidder". A consultant team is defined as the team of consultants, specialists and other firms, including the Bidder, proposed to perform the services required. If the Bidder subcontracts parts of the Work to other individuals or firms, the Bidder is legally responsible for all of the Work. In the case of a joint venture, one of the parties must be designated as the Bidder who represents the other members of the joint venture in contractual and operational matters. Where the Bidder is a joint venture, all parties in the joint venture will be held jointly and severally liable for all obligations and undertakings entered into pursuant to any subsequent contract that may arise.

2.3. Bidder - Consultant

For readability, clarity and ease of reference of the narrative that follows, the term "Bidder" is used to identify all entities responding to this RFP. The Bidder responding to this RFP who is selected to carry out the Work is identified as the "Consultant".

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2.4. Professional and Technical Services

The Minister seeks to enhance its presence through excellence of design and quality of construction in its Missions abroad. The successful Commissioning Firm, as Consultant, will provide all professional and technical services as described and required in Annex "A" – Statement of Work of the attached draft contract and all Appendices, including design, production of construction tender documents, advice on Contractor selection and award, construction supervision and all other control and administrative services, as described in this RFP, and generally associated with implementing the project (the "Project").

2.5. Bidder's Team

Unless previously authorized in writing by The Minister, the composition of the Bidder's Team actually performing the Work must be identical to the one identified in their proposal. Bidders must use the same professionals named in this proposal and in the same roles and responsibilities as presented in their proposal.

2.6. Proposal Forms Part of A&E Services Contract

All Requirements, Provisions and Submissions of the RFP phase of this Project, including the Successful Proposal as it relates to the performance of the Work which is the subject of the Project, shall become a part of the A&E Services Contract between the Consultant and His Majesty.

13. BIDDERS' CONFERENCE

- 3.1. A bidders' conference will be held virtually on **January 17, 2023**. The conference will begin at 11:00 am. 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 bidders who intend to submit a bid attend or send a representative.
- 3.2. Bidders are requested to communicate with the Contracting Advisor before the conference to confirm attendance and receive the link for the conference. Bidders should provide, in writing, to the Contracting Advisor, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **January 13, 2023**.
- 3.3. Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

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SECTION "II" - SUBMISSION REQUIREMENTS

Solicitation Number: 23-224748

SR1. INTRODUCTION

SR1.1. This section outlines the information Bidders are required to submit. To qualify, Bidders must meet the mandatory requirements set out in the RFP.

SR2. SUBMISSION OF PROPOSALS

- **SR2.1.** 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 on page 1 of the solicitation. Canada will not be responsible for proposals delivered to a different email address.
- **SR2.2.** Bidders should ensure that their name, closing date, and solicitation number is clearly referenced in the email message. It is the responsibility of the Bidder to confirm that their submission has been received on time, and to the correct email address.
- **SR2.3.** More than one 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).
- **SR2.4.** Canada requests that Bidders provide their electronic proposals in Portable Document Format (.pdf) software application files or Microsoft office version 2003 or greater files.
- SR2.5. Bidders should follow the specifications format instructions described below, during the preparation of their bid:
 - a) Minimum type face of 10 points.
 - b) All material be formatted to print on 8.5" x 11" or A4 paper.
 - c) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

Please note: bids may be modified or resubmitted only before the solicitation closing date, and must be done in writing. The latest bid received will supersede any previously received bids.

- **SR2.6.** Canada 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 guarantine 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 our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.
- SR2.7. 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.
- **SR2.8.** It is strongly recommended that Bidders 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 e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

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- SR2.9. Canada requires that each proposal, at closing date and time or upon request from the Contract Advisor, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contract Advisor may inform the Bidder 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 bid non-responsive.

- **SR2.10.** It is the Bidder's responsibility to:
 - a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal:
 - b) prepare its proposal in accordance with the instructions contained in the RFP;
 - c) submit by closing date and time a complete proposal;
 - d) send its bid only to the email address specified on page 1 of the bid solicitation;
 - e) ensure that the Bidder's name, and the RFP number are in the subject header of the email containing the proposal; and,
 - f) 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.
- SR2.11. Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- SR2.12. Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada 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.
- **SR2.13.** Joint Ventures will not be considered for this requirement.
- **SR2.14.** A proposal cannot be assigned or transferred in whole or in part.

SR3. PHASED BID COMPLIANCE PROCESS (PBCP)

The Phased Bid Compliance Process applies to this requirement. Canada will use the Phased Bid Compliance Process described below.

SR3.1. Phased Bid Compliance Process

General

- His Majesty is conducting the PBCP described below for this requirement. a.
- b. Notwithstanding any review by His Maiesty at Phase I or II of the PBCP. Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and His 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 Bidder to any communication from His Majesty.

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The Bidder 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. His Majesty may deem a bid to be non-responsive to a mandatory requirement at any phase.

The Bidder 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. His Majesty may, in its discretion, request and accept at any time from a Bidder 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 Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit His 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 Bidder will have the time period specified in writing by His 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 His Majesty's right 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. His Majesty will send any Notice or CAR by any method His Majesty chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by His Majesty at the date and time they are delivered to His 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 His Majesty on the date and time it is received in His Majesty's email inbox at His Majesty's email address specified in the Notice or CAR. A Notice or CAR sent by His Majesty to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by His Majesty. His Majesty is not responsible for late receipt by His Majesty of a response, however caused.

SR3.2. Phase I: Financial Bid

- a. After the closing date and time of this bid solicitation, His 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. His 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. His Majesty's review in Phase I will be performed by officials of the Department of Foreign Affairs, Trade and Development Canada.
- c. If His 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., His Majesty will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e. The Bidders 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 His Majesty, in writing, additional

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information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by His Majesty, except in circumstances and on terms expressly provided for in the Notice.

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- f. In its response to the Notice, the Bidder 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 Bidder 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 Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder'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. His 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 Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of His 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 His Majesty, will receive a Phase II review.

SR3.3. Phase II: Technical Bid

- a. His Majesty's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder 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. His Majesty will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder 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 Bidder shall not be entitled to submit any response to the CAR.
- c. A Bidder 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 His 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 His Majesty, except in circumstances and on terms expressly provided for in the CAR.
- d. The Bidder'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 Bidder which is not necessary to achieve such compliance will not be considered by His 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 Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e. The Bidder'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

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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 Bidder 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 His Majesty to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

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- f. Any changes to the Bid submitted by the Bidder 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 His 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 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 Bidder 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 Bidder shall bind the Bidder as part of its Bid, but the Bidder'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. His 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 Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of His 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 His Majesty, will receive a Phase III evaluation.

SR3.4. Phase III: Final Evaluation of the Bid

- a. In Phase III, His 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.

SR3.5. Technical Evaluation

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

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EBS1. BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

- a) To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - meet all mandatory criteria; and
 - obtain the required minimum points specified for each criterion for the technical evaluation, and
 - obtain the required minimum of 60% (102 points) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 170 points.

SECTION "III" - EVALUATION AND BASIS OF SELECTION

- b) Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
- d) 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 70 %.
- e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %. The amount listed in PP2.1 Estimated Total Value will be used to calculate the pricing score.
- f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- g) The responsive bids will be ranked in descending order according to the highest combined rating of technical merit and price.

The table below illustrates an example where all three bids are responsive and the selection of the Consultant is determined by an 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
	Overall Technical Score	115/135	89/135	92/135
	Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Ranking		1st	3rd	2nd

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EBS2. TECHNICAL PROPOSAL

In their technical offer, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the Work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

This section should not exceed twenty-five single-sided pages. Material exceeding the twenty-five page maximum will not be considered. Copies of required certificates and licences, curricula vitae and title pages are not included in the twenty-five page limit.

Proposals will be evaluated against the mandatory criteria listed below. Bidders must meet every mandatory criteria to be further evaluated. Bids which fail to meet one or more mandatory criteria will be declared non-responsive.

Proposals must identify the qualifications and experience of the Company as well as the proposed resource personnel to carry the tasks by systematically addressing each of the requirements as detailed below.

The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that His Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.

EBS3. Mandatory Technical Criteria

The Bidders should use the tables below to provide the information requested.

MTC1 Corporate Experience

MTC1	CORPORATE EXPERIENCE	
Item	Description	Compliance
	Bidder must have provided A&E services on a minimum of three projects for properties such as embassies, Class "A" offices, banks, courthouses, etc.	Bidder should complete three project information tables below to demonstrate project experience. Bidders must show the following:
MTC1	Each project must have started, and been completed, in the ten years prior to bid closing date. Each project must have had a value, with construction costs, in excess of \$2,000,000 CAD.	 Project title and location; Client name and representative; Explanation of the project scope demonstrating A&E consulting services similar in size and scope to the current requirement (such as embassies, Class "A" offices, banks, courthouses, etc.)
	If the contract is in a different currency than CAD, provide the amount in that currency and then use the current exchange rate at: https://www.xe.com/currencyconverter/on the day of project completion for the CAD equivalent.	 Construction and fit-up costs in excess of \$2,000,000 CAD; and Demonstrate projects were started and completed in the ten years prior to bid closing date.

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MTC1 - PROJECT 1	
Project Leastion	City:
Project Location	Country:
Client	Company Name: Company Representative:
Embassy, Class "A" offices, Banks, Courthouses, Etc	Project is for an Embassy Project is for a Courthouse Other (explain how the criteria is met in the Description of Project Scope section below)
Project Cost	Project cost is over \$2,000,000 CAD Project Cost (CAD):
Project Start and End Dates (start	Project start date is within 10 years of the bid closing date
date must be within ten years of the bid	Date Project Started (month, year):
closing date)	Date Project Completed (month, year):
Description Of Project Scope including the A&E Consulting services provided	

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MTC1 - PROJECT 2	
WITCH-FROJECT Z	
Project Title	
Project Location	City: Country:
Client	Company Name: Company Representative:
Embassy, Class "A" offices, Banks, Courthouses, Etc	Project is for an Embassy Project is for a Courthouse Other (explain how the criteria is met in the Description of Project Scope section below)
Project Cost	Project cost is over \$2,000,000 CAD Project Cost (CAD):
Project Start and End Dates (start date must be within ten years of the bid closing date)	Project start date is within 10 years of the bid closing date Date Project Started (month, year): Date Project Completed (month, year):
Description Of Project Scope including the A&E Consulting services provided	

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MTC1 - PROJECT 3		
WITOT TROOLOTO		
Project Title		
Project Location	City: Country:	
Client	Company Name: Company Representative:	
Embassy, Class "A" offices, Banks, Courthouses, Etc	Project is for an Embassy Project is for a Class "A" office Project is for a Bank	Project is for a Courthouse Other (explain how the criteria is met in the Description of Project Scope section below)
Project Cost	Project cost is over \$2,000,000 CAD Project Cost (CAD):	
Project Start and End Dates (start date must be within ten years of the bid closing date)	Date Project Completed (month, year):	id closing date
Description Of Project Scope including the A&E Consulting services provided		

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MTC2 Experience of Key Personnel

Bidder must demonstrate, through previous projects, that the proposed key persons (Architects, Structural Engineers, Electrical Engineers, Mechanical Engineers, and Project Manager) possess the capabilities, experience, skills, licences and security clearances required to deliver the services outlined in this RFP, regardless of their previous association with the business presenting the proposal. A Curriculum Vitae (CV) must be included for each position which demonstrates the required cumulative minimum of three years (Support) or five years (Senior) experience in the past 10 years from bid closing date. A current, valid licence, to practice in Canada must be provided. A current, valid security clearance level of Secret must be provided.

MTC2.1 - ARCHITECT	SUPPORT:	
Name		
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided	
Cumulative years of experience (to be	More than three years of cumulative experience as an architect in the past 10 years	
verified on the CV)	Cumulative years of experience:	
Licence	A current, valid licence to practice as an Architect in Canada is provided.	
Security Clearance	A current, valid security clearance of Secret in Canada is provided.	
MTC2.2 - ARCHITECT	SENIOR:	
Name		
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided	
Cumulative years of experience (to be	More than five years of cumulative experience as an architect in the past 10 years	
verified on the CV)	Cumulative years of experience:	
Licence	A current, valid licence to practice as an Architect in Canada is provided.	
Security Clearance	A current, valid security clearance of Secret in Canada is provided.	

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MTC2.3 - MECHANICA	L ENGINEER: SUPPORT			
Name				
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided			
Cumulative years of experience (to be verified on the CV)	More than three years of cumulative experience as an Mechanical Engineer in the past 10 years Cumulative years of experience:			
Licence	A current, valid licence to practice as a Mechanical Engineer in Canada is provided.			
Security Clearance	A current, valid security clearance of Secret in Canada is provided.			
MTCO 4 MECHANICA	ENCINEED, CENIOD			
MTC2.4 - MECHANICA	L ENGINEER: SENIOR			
Name				
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided			
Cumulative years of experience (to be verified on the CV)	More than five years of cumulative experience as an Mechanical Engineer in the past 10 years Cumulative years of experience:			
Licence	A current, valid licence to practice as a Mechanical Engineer in Canada is provided.			
Security Clearance	A current, valid security clearance of Secret in Canada is provided.			
MTC2.5 - ELECTRICAL	ENGINEER: SUPPORT			
Name				
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided			
Cumulative years of experience (to be verified on the CV)	More than three years of cumulative experience as an Electrical Engineer in the past 10 years Cumulative years of experience:			
,	Cultidiative years of experience.			
Licence	A current, valid licence to practice a Electrical Engineer in Canada is provided.			
Security Clearance	A current, valid security clearance of Secret in Canada is provided.			

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MTC2.6 - ELECTRICAL	ENGINEER: SENIOR			
Name				
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided			
Cumulative years of experience (to be verified on the CV)	More than five years of cumulative experience as an Electrical Engineer in the past 10 years Cumulative years of experience:			
Licence	A current, valid licence to practice as a Electrical Engineer in Canada is provided.			
Security Clearance	A current, valid security clearance of Secret in Canada is provided.			
MT00 7 OTDUOTUD	THE THOMES OF THE			
MIC2.7 - STRUCTURA	AL ENGINEER: SUPPORT			
Name				
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided			
Cumulative years of experience (to be verified on the CV)	More than three years of cumulative experience as an Structural Engineer in the past 10 years Cumulative years of experience:			
Licence	A current, valid licence to practice as a Structural Engineer in Canada is provided.			
Security Clearance	A current, valid security clearance of Secret in Canada is provided.			
MTC2.8 - STRUCTURA	AL ENGINEER: SENIOR			
Name				
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided			
Cumulative years of experience (to be verified on the CV)	More than five years of cumulative experience as an Structural Engineer in the past 10 years Cumulative years of experience:			
Licence	A current, valid licence to practice as a Structural Engineer in Canada is provided.			
Security Clearance	A current, valid security clearance of Secret in Canada is provided.			

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MTC2.9 - PROJECT MA	ANAGER
Name	
Curriculum Vitae (CV)	Curriculum Vitae (CV) is provided
Cumulative years of experience (to be verified on the CV)	More than five years of cumulative experience as an Project Manager in the past 10 years Cumulative years of experience:
Security Clearance	A current, valid security clearance of Secret in Canada is provided.

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EBS4. Point Rated Technical Criteria

Intent:

Evaluate the Bidder's understanding of the requirements and approach to the delivery of design services to achieve a target level of up to six security related projects annually on an "as and when required" basis. A response consists of an analysis that demonstrates a thorough understanding of the Work as described in Annex "A" – Statement of Work.

Information to be submitted:

PRTC 1 A brief narrative on the international nature of the work and the methodology proposed to deliver up to six projects annually and a brief narrative on the special circumstances, issues or risk factors affecting the work; 60 points

0 Points	18 Points	32 Points	48 Points	60 Points
Unsatisfactory.	The explanation of	Acceptable and	Clear, easy-to-	Well-detailed, in
	how the bidder will	adequate explanation	understand	depth, and specific
No details provided.	meet this requirement	of how it will meet this	explanation of how it	explanation of how
	is lacking in specific	requirement.	will meet this	requirement will be
No approach or	details and		requirement.	met.
methodology was	coherence.	The approach and		
proposed.		methodology are	The approach and	The approach and
	The approach and	structured and	methodology are	methodology are
	methodology has	coherent; although	structured and	structured, coherent,
	limited structure and	most of the major	coherent, and most of	and all necessary
	coherence; the	necessary details are	the necessary details	details are provided.
	approach is rarely	provided, there are	are provided; minor	
	logical and often	several minor	deficiencies exist with	No deficiencies exist.
	disorganized.	deficiencies with the	the objective and	
		objective and	expected outcomes of	The bidder
	There are several	expected outcomes of	this requirement.	demonstrates an
	major deficiencies	this requirement.		understanding of the
	with the objectives		The bidder	objective and
	and expected	Some minor elements	demonstrates the	expected outcomes of
	outcomes of this	were not addressed	capability to	this requirement.
	requirement.	clearly.	adequately meet all	
			elements of the	The bidder
	Some major elements	The bidder	requirement.	demonstrates that it
	were not clearly	demonstrates the		has the ability to fully
	addressed.	minimum acceptable		meet all elements of
	The little control of	capability to meet		the requirement.
	The bidder may meet	most elements.		
	the minimum			
	capability to meet			
	minor elements, but does not demonstrate			
	the minimum			
	capability to meet all			
	of the major elements			
	of the requirement.			

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PRTC 2 A brief narrative on the quality expectations, and delivery of the projects, and the expectation to meet the schedule; 50 points

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0 Points	15 Points	30 Points	40 Points	50 Points
Unsatisfactory.	The explanation of	Acceptable and	Clear, easy-to-	Well-detailed, in
	how the bidder will	adequate explanation	understand	depth, and specific
No details provided.	meet this requirement	of how it will meet this	explanation of how it	explanation of how
	is lacking in specific	requirement.	will meet this	requirement will be
No approach or	details and		requirement.	met.
methodology was	coherence.	The approach and		
proposed.		methodology are	The approach and	The approach and
	The approach and	structured and	methodology are	methodology are
	methodology has	coherent; although	structured and	structured, coherent,
	limited structure and	most of the major	coherent, and most of	and all necessary
	coherence; the	necessary details are	the necessary details	details are provided.
	approach is rarely	provided, there are	are provided; minor	
	logical and often	several minor	deficiencies exist with	No deficiencies exist.
	disorganized.	deficiencies with the	the objective and	The 1211 control
	T I	objective and	expected outcomes of	The bidder
	There are several	expected outcomes of	this requirement.	demonstrates an
	major deficiencies	this requirement.	The bidder	understanding of the
	with the objectives and expected	Some minor elements	demonstrates the	objective and expected outcomes of
	outcomes of this	were not addressed	capability to	this requirement.
	requirement.	clearly.	adequately meet all	tilis requirement.
	requirement.	clearry.	elements of the	The bidder
	Some major elements	The bidder	requirement.	demonstrates that it
	were not clearly	demonstrates the	Toquiroment.	has the ability to fully
	addressed.	minimum acceptable		meet all elements of
		capability to meet		the requirement.
	The bidder may meet	most elements.		
	the minimum			
	capability to meet			
	minor elements, but			
	does not demonstrate			
	the minimum			
	capability to meet all			
	of the major elements			
	of the requirement.			

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PRTC 3 A brief description of the roles of key stake-holders: Bidders team, sub-consultants and other specialists and brief description of how this team will work together to provide the various services described in Annex "A" – Statement of Work; 30 points

0 Points	9 Points	18 Points	24 Points	30 Points
Unsatisfactory.	The explanation of	Acceptable and	Clear, easy-to-	Well-detailed, in
	how the bidder will	adequate explanation	understand	depth, and specific
No details provided.	meet this requirement	of how it will meet this	explanation of how it	explanation of how
	is lacking in specific	requirement.	will meet this	requirement will be
No approach or	details and		requirement.	met.
methodology was	coherence.	The approach and		
proposed.		methodology are	The approach and	The approach and
	The approach and	structured and	methodology are	methodology are
	methodology has	coherent; although	structured and	structured, coherent,
	limited structure and	most of the major	coherent, and most of	and all necessary
	coherence; the	necessary details are	the necessary details	details are provided.
	approach is rarely	provided, there are	are provided; minor	
	logical and often	several minor	deficiencies exist with	No deficiencies exist.
	disorganized.	deficiencies with the	the objective and	
		objective and	expected outcomes of	The bidder
	There are several	expected outcomes of	this requirement.	demonstrates an
	major deficiencies	this requirement.		understanding of the
	with the objectives		The bidder	objective and
	and expected	Some minor elements	demonstrates the	expected outcomes of
	outcomes of this	were not addressed	capability to	this requirement.
	requirement.	clearly.	adequately meet all	
	0	The bidden	elements of the	The bidder
	Some major elements	The bidder	requirement.	demonstrates that it
	were not clearly	demonstrates the		has the ability to fully
	addressed.	minimum acceptable		meet all elements of
	The hidder may meet	capability to meet most elements.		the requirement.
	The bidder may meet the minimum	most elements.		
	capability to meet			
	minor elements, but			
	does not demonstrate			
	the minimum			
	capability to meet all			
	of the major elements			
	of the requirement.			
	or the requirement.		L	

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PRTC 4 A brief description of the planned quality control procedure and potential savings in costs for the Services as described in Annex "A" - Statement of Work; 20 points

0 Points	6 Points	12 Points	16 Points	20 Points
Unsatisfactory.	The explanation of	Acceptable and	Clear, easy-to-	Well-detailed, in
	how the bidder will	adequate explanation	understand	depth, and specific
No details provided.	meet this requirement	of how it will meet this	explanation of how it	explanation of how
	is lacking in specific	requirement.	will meet this	requirement will be
No approach or	details and		requirement.	met.
methodology was	coherence.	The approach and		
proposed.		methodology are	The approach and	The approach and
	The approach and	structured and	methodology are	methodology are
	methodology has	coherent; although	structured and	structured, coherent,
	limited structure and	most of the major	coherent, and most of	and all necessary
	coherence; the	necessary details are	the necessary details	details are provided.
	approach is rarely	provided, there are	are provided; minor	
	logical and often	several minor	deficiencies exist with	No deficiencies exist.
	disorganized.	deficiencies with the	the objective and	
		objective and	expected outcomes of	The bidder
	There are several	expected outcomes of	this requirement.	demonstrates an
	major deficiencies	this requirement.		understanding of the
	with the objectives		The bidder	objective and
	and expected	Some minor elements	demonstrates the	expected outcomes of
	outcomes of this	were not addressed	capability to	this requirement.
	requirement.	clearly.	adequately meet all	
			elements of the	The bidder
	Some major elements	The bidder	requirement.	demonstrates that it
	were not clearly	demonstrates the		has the ability to fully
	addressed.	minimum acceptable		meet all elements of
		capability to meet		the requirement.
	The bidder may meet	most elements.		
	the minimum			
	capability to meet			
	minor elements, but			
	does not demonstrate			
	the minimum			
	capability to meet all			
	of the major elements			
	of the requirement.			

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PRTC 5 A narrative on how the bidder will add value to the work provided, such as but not limited to, building sustainability, green initiatives, and innovation. 10 points

0 Points	3 Points	6 Points	8 Points	10 Points
Unsatisfactory.	The explanation of	Acceptable and	Clear, easy-to-	Well-detailed, in
	how the bidder will	adequate explanation	understand	depth, and specific
No details provided.	meet this requirement	of how it will meet this	explanation of how it	explanation of how
	is lacking in specific	requirement.	will meet this	requirement will be
No approach or	details and		requirement.	met.
methodology was	coherence.	The approach and		
proposed.		methodology are	The approach and	The approach and
	The approach and	structured and	methodology are	methodology are
	methodology has	coherent; although	structured and	structured, coherent,
	limited structure and	most of the major	coherent, and most of	and all necessary
	coherence; the	necessary details are	the necessary details	details are provided.
	approach is rarely	provided, there are	are provided; minor	
	logical and often	several minor	deficiencies exist with	No deficiencies exist.
	disorganized.	deficiencies with the	the objective and	
		objective and	expected outcomes of	The bidder
	There are several	expected outcomes of	this requirement.	demonstrates an
	major deficiencies	this requirement.		understanding of the
	with the objectives		The bidder	objective and
	and expected	Some minor elements	demonstrates the	expected outcomes of
	outcomes of this	were not addressed	capability to	this requirement.
	requirement.	clearly.	adequately meet all	
			elements of the	The bidder
	Some major elements	The bidder	requirement.	demonstrates that it
	were not clearly	demonstrates the		has the ability to fully
	addressed.	minimum acceptable		meet all elements of
		capability to meet		the requirement.
	The bidder may meet	most elements.		
	the minimum			
	capability to meet			
	minor elements, but			
	does not demonstrate			
	the minimum			
	capability to meet all			
	of the major elements			
	of the requirement.			

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EBS5. PRICE PROPOSAL

EBS5.1. All the information required in section EBS5. Price Proposal must appear on Section "IV" - Price Proposal Form ONLY and submitted in a separate attachment entitled "Price Proposal". Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

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EBS5.2. Firm Hourly Rates

- a) Bidders must quote a Firm Hourly Rate including the cost of instruments, small tools (excluding the cost of The Minister's services and equipment\furniture) and administrative support for each proposed personnel position for the resulting contract period;
- b) All payments shall be made according to the Basis of Payment set out in the attached Draft Contract;
- c) Exchange rate fluctuation protection is not offered;
- d) Optional Services: The Bidder grants to Canada the irrevocable option to acquire the optional services, unforeseen in the Contract, under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Departmental Representative and will be evidenced, for administrative purposes only, through a Contract amendment. The Departmental Representative may exercise the option at any time before the expiry of the Contract by sending a written notice to the Bidder;
- e) Bidders shall estimate the value of the taxes (including VAT per EBS5.3) expected to be payable by His Majesty as a result of entering into a contract with the Bidder; and
- f) Price Proposals not meeting the above requirements will not be given any further consideration.

EBS5.3. Taxes & Duties

- a) Bidders must 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.
- b) His Majesty will pay the output VAT specified in the Price Proposal Form provided:
 - i. that amount is applicable to the Work provided by the Bidder to His Majesty under the Contract. His Majesty will not be responsible for the payment of any VAT payable by the Bidder to any third party (including subcontractor's such as laboratories, drillers, couriers, etc.);
 - ii. His Majesty is unable to procure an exemption from VAT in respect of the Work;
 - iii. the Bidder agrees to render every reasonable assistance to His Majesty in obtaining reimbursement of all VAT paid (including Canadian G.S.T.) in respect of the Work from the appropriate tax authority;
 - iv. the VAT is shown separately on all of the Bidder's invoices and progress claims; and,
 - v. the Bidder agrees to remit to the appropriate tax authority any amounts of VAT legally required to be remitted by the Consultant pursuant to applicable tax laws.

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EBS5.4. Price Breakdown

His 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 rational and expectation used to determine the cost of each component of the work, may lead to disqualification. His Majesty may reject the bid if any of the components of the prices submitted in the breakdown do not reasonably reflect the cost of performing the part of the work to which that price applies.

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SECTION "IV" - PRICE PROPOSAL FORM

Solicitation Number: 23-224748

PP1. CONTACT INFORMATION

Name of Firm:				
Address:				
Contact Person:		 		
Phone number:)	 Email:	@	

The prices given below for the services will remain in force for the entire duration of the contract including the two irrevocable optional periods of one year each if they are exercised. Amounts are to be quoted in Canadian dollars (CAD). The firm hourly rates will be used in the contract.

Contract Year One

Resource	Firm Hourly Rates (per resource GST/HST/VAT excluded)	Estimated Yearly Hours	Estimated Yearly Total
	A 1	B1	$C1 = (A1 \times B1)$
Architectural and Design Services: Support		600	
Architectural and Design Services: Senior		250	
Mechanical and Engineering Services: Support		200	
Mechanical and Engineering Services: Senior		150	
Electrical Engineering Services: Support		200	
Electrical Engineering Services: Senior		300	
Structural Engineering Services: Support		530	
Structural Engineering Services: Senior		310	
Project Manager		1,400	
D1 = Estimated	Total Contract Year One	e (Total of column C1)	

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Contract Year Two

Resource	Firm Hourly Rates (per resource GST/HST/VAT excluded) A2	Estimated Yearly Hours B2	Estimated Yearly Total C2 = (A2 x B2)
Architectural and Design Services: Support		600	
Architectural and Design Services: Senior		250	
Mechanical and Engineering Services: Support		200	
Mechanical and Engineering Services: Senior		150	
Electrical Engineering Services: Support		200	
Electrical Engineering Services: Senior		300	
Structural Engineering Services: Support		530	
Structural Engineering Services: Senior		310	
Project Manager		1400	
D2 = Estimated			

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Optional Year One

Resource	Firm Hourly Rates (per resource GST/HST/VAT excluded)	Estimated Yearly Hours	Estimated Yearly Total
	A3	В3	$C3 = (A3 \times B3)$
Architectural and Design Services: Support		600	
Architectural and Design Services: Senior		250	
Mechanical and Engineering Services: Support		200	
Mechanical and Engineering Services: Senior		150	
Electrical Engineering Services: Support		200	
Electrical Engineering Services: Senior		300	
Structural Engineering Services: Support		530	
Structural Engineering Services: Senior		310	
Project Manager		1400	
D3 = Estimated Total Con	ntract Optional Year One	(Total of column C3)	

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Optional Year Two

Resource	Firm Hourly Rates (per resource GST/HST/VAT excluded)	Estimated Yearly Hours	Estimated Yearly Total
	A4	B4	$C4 = (A4 \times B4)$
Architectural and Design Services: Support		600	
Architectural and Design Services: Senior		250	
Mechanical and Engineering Services: Support		200	
Mechanical and Engineering Services: Senior		150	
Electrical Engineering Services: Support		200	
Electrical Engineering Services: Senior		300	
Structural Engineering Services: Support		530	
Structural Engineering Services: Senior		310	
Project Manager		1,400	
D4 = Estimated Total Con	tract Optional Year Two	(Total of column C4)	

PP2.	Estimated Total Value	(exclusive of VAT):	
PP2.1	Estimated Total Value	(D1 + D2 + D3 + D4)	
PP2.2	Applicable taxes and Fee	9S:	
PP2.3	Total Estimated Total Va	lue (PP2.1 + PP2.2)	All amounts are in Canadian dollars.
Sign	ature		 Date
 Print	Name and Capacity		

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SECTION "V" - GENERAL INSTRUCTIONS

Solicitation Number: 23-224748

GI1 RESPONSIVENESS

1.1 For a proposal to be considered valid, it must comply with all of the requirements of this RFP identified as mandatory.

Mandatory criteria are also expressed by using imperative verbs such as "shall" and "must".

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 A9 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 Bidders, 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 result (for that reason alone) in the disqualification of your proposal.

GI3 BIDDER'S SUGGESTED IMPROVEMENTS DURING SOLICITATION PERIOD

3.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Departmental Representative named herein. The Bidder 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 Bidder will be given consideration provided they are received by the Departmental Representative within the timeframe described in article A9 to allow sufficient time to provide a response. His 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 Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by His 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 Bidder has sole responsibility for the timely receipt of a proposal by His Majesty and cannot transfer this responsibility to the Government of Canada. His Majesty will not assume responsibility for proposals that are directed to an email or location other than the one stipulated in A7.
- 5.3 Late Proposals: Proposals received after the Closing Date and Time specified in A7 will not be opened or viewed.

GI6 VALIDITY OF PROPOSAL

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

GI7 RIGHTS OF CANADA

7.1 His Majesty reserves the right:

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- - 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders cost, upon forty-eight hours notice, to seek clarification or to verify any or all information provided by the Bidder 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 His 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

- Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been 8.1 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 His Majesty.
 - (Subsection 750 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.)
- Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Departmental Representative 8.2 will so inform the Bidder and provide the Bidder the ten calendar days within which to make representations, prior to making a final decision on the proposal rejection.

INCURRING OF COST GI9

No costs incurred before receipt of a signed Contract or specified written authorization from the Departmental Representative can be charged to any resulting contract. In addition, the Consultant 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 Departmental Representative. The Bidder's attention is drawn to the fact that the Departmental Representative is the only authority which can commit His Majesty to the expenditure of the funds for this requirement.

GI10 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT

10.1 Bidders 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.

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GI11 PROPERTY OF HIS MAJESTY

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

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GI12 RIGHTS OF UNSUCCESSFUL BIDDERS

12.1 Bidders 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 Bidders of this tender competition. The keeping of such information by Canada 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 Bidders to this tender process, all the documents submitted by competing Bidders are available and not tampered with. Nevertheless, complete copyright in those materials will of course remain with the copyright owners of the materials submitted; Canada assures Bidders 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 Bidder's bid is the sole responsive proposal received, the Bidder 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 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THIS PROJECT

14.1 Bidders 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 His Majesty pursuant to this RFP.

GI15 ACCEPTANCE OF BIDS

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

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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.

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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 Bidders 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 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 A Class "A" building also is new or not older than ten years since construction or a major renovation, and either through recent construction or major renovation has:
 - a modern design (prestigious) with few if any columns restricting use of the floor plate,
 - the mechanical and electrical systems and equipment provide fully powered and climate-controlled space,
 - a prestigious location in terms of exposure and access (i.e., within a fifteen 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),
 - large, efficient floor plate,
 - appropriate building features including drop ceilings, box lighting, HVAC controls, attractive common area lobbies and washrooms,
 - emergency fire sprinklers, detectors and alarms,
 - at least two staircases for emergency exiting,
 - on-site parking and storage facilities for lease,
 - built to the latest earthquake standards for the area,
 - employed building codes similar to Canada's codes,
 - back-up generator capability for at least the vital building systems.
 - professional security and property management, and
 - on-site or nearby support retail, banking and other business support services.

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SECTION "VI" - CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada may declare a bid non-responsive, or may declare a Consultant in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Departmental Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Departmental Representative will render the bid non-responsive or constitute a default under the Contract.

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Departmental Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

CPCA1. STATUS AND AVAILABILITY OF RESOURCES

- 1.1. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the Departmental Representative and at the time specified in the bid solicitation or agreed to with the Departmental Representative. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with equal or higher qualifications and experience. The Bidder must advise the Departmental Representative of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.
- 1.2. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Departmental Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

CPCA2. EDUCATION AND EXPERIENCE

2.1. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

CPCA3. ACCEPTANCE AND ENTRY INTO CONTRACT

3.1. The Bidder certifies that they will undertake, within fourteen calendar days of receipt of notification of acceptance of their bid, to sign the contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided that the Bidder is notified, by His Majesty, of the acceptance of their bid within ninety days of the tender closing date.

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CPCA4. INSURANCE

4.1. The Bidder certifies that they have a clear understanding of the insurance conditions defined in GC16 Insurance of the draft contract.

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4.2. The Bidder is responsible for deciding if any additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Consultant is at its own expense and for its own benefit and protection. It does not release the Consultant from or reduce its liability under the Contract.

CPCA5. NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 5.1 The Bidder certifies that in the hiring and employment of workers to perform any Work under the Contract, the Bidder will not refuse to employ and will not discriminate in any manner against any person because:
 - 5.1.1. Of that person's race, national origin, colour, religion, age, sex or marital status;
 - 5.1.2. Of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
 - 5.1.3. A complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with subparagraph (5.1.1.) or (5.1.2.);
- 5.2. If any question arises as to whether the Bidder has failed to comply with the provision described in paragraph (1.1), the Minister or any person designated by the Minister will decide the question and his decision will be final for the purposes of the Contract; and
- 5.3. Failure to comply with the aforementioned clauses (1.1.) and (1.2.) regarding non-discrimination will constitute a material breach of the Contract.

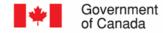
CPCA6. LABOUR

6.1. The Bidder certifies to pay in employing labour, wages that are in conformity with all applicable legislation and norms in force in the place in which the Work is being performed.

CPCA7. CERTIFICATION OF UNDERSTANDING

7.1. The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Departmental Representative so authorizes in writing.

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CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

SIGNED, ATTESTED TO AND DELIVERED on the	day of	on behalf of:
Print the legal name of the Bidder		
Signature of outborized signatory	Signature of outborize	d signatory
Signature of authorized signatory	Signature of authorized	a signatory
Print name(s) & titles of authorized signatory	Print name(s) & titles o	of authorized signatory
Time flame(s) & titles of authorized signatory	Time name (3) & tilles c	or authorized signatory
Signature of Witness		

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SECTION "VII" - SUBMISSION CHECKLIST

1. Proposal is submitted per the stipulations set out in SR2: SUBMISSION OF PROPOSALS and is received at

realproperty-contracts@international.gc.ca

no later than **14:00 EST on February 06**, **2023** with the Bidders name and solicitation number (23-224748) in the email subject/title.

- 2. Technical proposal responds to all the mandatory criteria described in EBS2. TECHNICAL PROPOSAL
- 3. Technical proposal does not exceed twenty-five single-sided pages. Copies of required certificates and licences, curricula vitae and title pages are not included in the twenty-five-page limit.
- 4. Price proposal is submitted on the Section "IV" Price Proposal Form and is included as a separate attachment.
- 5. Completed and signed Section "VI" Certifications Precedent to Contract Award.

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SECTION "VIII" - DRAFT CONTRACT

C. ARTICLES OF AGREEMENT
C1. DEPARTMENTAL REPRESENTATIVE

125 Sussex Drive, Ontario K1A 0G2 Ottawa, Canada

Telephone: Mobile:

E-mail: @international.gc.ca

DRAFT

Services Contract

Between

His Majesty the King in right of Canada (referred to herein as "His Majesty") represented by the Minister of Foreign Affairs (referred to herein as the "Minister")

and

(INSERT FULL LEGAL NAME OF CONSULTANT) (INSERT ADDRESS OF CONSULTANT) (referred to herein as the "Consultant")

for

Performance of the Work described in Annex "A" – Statement of Work

C2. TITLE
International Architecture and Engineering Design Services

C3. CONTRACT PERIOD
Start: End: February 28, 2025

C4. CONTRACT NUMBER C5. PROJECT NUMBER C6. DATE
N/A

Solicitation Number: 23-224748

C7. CONTRACT DOCUMENTS

- 1. These Articles of Agreement
- 2. The Supplementary Conditions
- 3. The General Conditions
- 4. Annex "A" Statement of Work (SOW)
- 5. Annex "B" Basis of Payment
- 6. Annex "C" Task Authorization Form
- 7. Annex "D" Non-Disclosure Agreement
- 8. Annex "E" Security Requirements Checklist (SRCL)
- 9. The Consultant's Proposal dated To Be Inserted Upon Contract Award In the event of discrepancies, inconsistencies, or ambiguities of the wording of these documents, the document that appears first on the above list will prevail.

C8. CONTRACT AMOUNT

The total estimated cost for the services: INSERT TOTAL VALUE OF CONTRACT

The total estimated cost:

- a. is set out in Canadian dollars (CAD);
- excludes the output VAT (including G.S.T.) to be paid by His Majesty on the supply of the Work;
- excludes the input VAT (including G.S.T.) paid by the Consultant to its suppliers; and
- d. includes all other duties, costs and taxes that the Consultant must pay to provide the Work.

Canada will make the payments in accordance with **Annex "B" Basis of Payment.**

C9. Invoices

Two copies are to be sent to the Departmental Representative showing:

- a. the amount of the progress payment being claimed for Work satisfactorily performed;
- 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 Work performed;
- f. the project name; and
- g. the contract number.

C10. GOVERNING LAWS

Laws in force in the Province of Ontario, Canada

FOR THE CONSULTANT

SIGNATURE

DATE

PRINT NAME AND CAPACITY

FOR THE MINISTER

SIGNATURE

DATE

DATE

PRINT NAME AND CAPACITY

SUPPLEMENTARY CONDITIONS

Solicitation Number: 23-224748

SC1. Environmental, Health and Safety Laws and Regulations

1. 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.

SC2. Non-Disclosure Agreement

The Consultant must obtain from its employee(s) and/or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "D" of the attached Draft Contract and provide it to the Contracting Advisor before they are given access to information by or on behalf of Canada in connection with the Work.

SC3. Optional Services

- 1. The Consultant grants to Canada the irrevocable option to acquire the services of the Contract under the same conditions and at the price stated in the Contract for two, one year periods. The option may only be exercised by the Departmental Representative and will be evidenced, for administrative purposes only, through a contract amendment.
- 2. The Departmental Representative may exercise the option at any time before the expiry of the Contract by sending a written notice to the Consultant.

SC4. Task Authorization

- 1. The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.
- 2. As more than one contract has been awarded for this requirement, a request to perform a task will be sent to the first ranked Consultant. If that Consultant confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the Consultant ranked second. This process will continue until the task can be performed by another Consultant. If no Consultant can perform the task, Canada reserves the right to acquire the required Work by other means. A Consultant may advise the Departmental Representative in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that Consultant until that Consultant has given notice in writing to the Departmental Representative that it is available to perform additional tasks.

SC5. Task Authorization Process

- 1. The Departmental Representative will provide the Consultant with a description of the task using the "Task Authorization" form specified in Annex "F".
- 2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

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 The Consultant must provide the Departmental Representative, within 10 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

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- 4. The Consultant must not commence work until a TA authorized by the Departmental Representative has been received by the Consultant. The Consultant acknowledges that any work performed before a TA has been received will be done at the Consultant's own risk.
- 5. The Consultant must commence the work required by the authorized TA within 10 calendar days of its receipt, unless otherwise specified. If the Consultant fails to do so within this delay, the Consultant will be deemed irremediably to have refused to perform the Work. Without any resulting liability to the Consultant, Canada may then issue another TA pursuant to paragraph 1 through the Departmental Representative.

SC6. Task Authorization Limit

1. The Departmental Representative may authorize individual task authorizations up to a limit of \$2,000,000.00 CAD, Applicable Taxes included, inclusive of any revisions.

SC7. Minimum Work Guarantee - All the Work - Task Authorizations

- 1. In this clause,
 - "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
 - "Minimum Contract Value" means 5% of the Total estimated cost.
- 2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Consultant at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Consultant agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Departmental Representative.
- 3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Consultant the difference between the Minimum Contract Value and the total cost of the Work requested.
- 4. Canada will have no obligation to the Consultant under this clause if Canada terminates the Contract in whole or in part for default.

SC8. Limitation of Expenditure - Cumulative Total of all Task Authorizations

- 1. Canada's total liability to the Consultant under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$2,00,000.00 CAD. Customs duties are subject to exemption, as applicable and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada will be authorized or paid to the Consultant unless an increase has been approved, in writing, by the Departmental Representative.
- 3. The Consultant must notify the Departmental Representative in writing as to the adequacy of this sum:

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- a. when it is 75 percent committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Consultant considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

4. If the notification is for inadequate contract funds, the Consultant must provide to the Departmental Representative, a written estimate for the additional funds required. Provision of such information by the Consultant does not increase Canada's liability.

SC9. Periodic Usage Reports - Contracts with Task Authorizations

- The Consultant must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.
- 2. The Consultant must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Consultant must still provide a "nil" report.
- 3. The data must be submitted on a quarterly basis to the Departmental Representative.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Departmental Representative no later than 10 calendar days after the end of the reporting period.

4. Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and

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vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the Consultant for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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GENERAL CONDITIONS

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GC1 DEFINITIONS

- 1.1 "Average Bank Rate" means the simple arithmetic mean of the Canadian Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.
- **1.2** "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association;
- 1.3 "Construction Budget" means that portion of the 'Project Budget' applicable to a Construction Contract;
- **1.4** "Construction Contract" means a contract entered into between His Majesty and a Contractor for the construction of the Project;
- 1.5 "Construction Contract Award Price" means the price at which a Construction Contract is awarded to a Contractor;
- **1.6** "Construction Cost Estimate" means an anticipated amount for which a Contractor will execute the construction of the Project;
- **1.7** "Construction Cost Limit" means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;
- **1.8** "Construction Documents" means all necessary working drawings and specifications.
- **1.9** "Consultant" means the party identified in the Articles of Contract to perform the Consultant's Services under this Contract, and includes the officer or employee of the Consultant identified in writing by the Consultant;
- **1.10** "Consultant's Representative" means the officer or employee of the Consultant identified in writing by the Consultant to perform the Consultant's Services under the Contract;
- **1.11** "Contractor" means a person, firm or corporation with whom His Majesty enters, or intends to enter, into a Construction Contract;
- 1.12 "Cost Plan" means the allocation of proposed costs among the various elements of the Project;
- 1.13 "Days" means continuous calendar days, including weekends and statutory public holidays;
- **1.14** "Departmental Representative" means the officer or employee of His Majesty identified in writing by a duly authorized departmental officer to perform the Departmental Representative's duties under this Contract;
- 1.15 "Deputy Minister" means the lawful deputy of the Minister or any person acting on behalf of the lawful deputy;
- **1.16** "Former Public Office Holder" means an employee of the executive or senior manager categories who was employed by the Canadian federal public service during the period one year immediately preceding the date of this Contract;
- **1.17** "Invention" means any new and useful practice, process, machine, device, manufacture or composition of matter, or any new and useful improvement thereof;
- **1.18** Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;
- **1.19** "Minister" includes a person acting for, or if the office is vacant, in place of, the Minister and the Minister's successors in the office. Minister also includes the Minister's lawful deputy and any of the Ministers or their representatives appointed for the purpose of this Contract;
- 1.20 "Payroll Cost" means the actual cost of any person employed by the Consultant or the Consultant's Sub-Consultants as a staff member, including principals employed as staff members, and includes an amount for salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the Departmental Representative;
- **1.21** "Project Brief" means a document describing the requirements of the project and the services to be provided and may include general project information, scope of the work, site and design data, and Project Schedule;
- **1.22** "Project Schedule" means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;
- **1.23** "Service(s)" means the Consultant Services as set forth in this Contract;
- **1.24** "Specialist Consultant" means any Architect, Professional Engineer, or other specialist, other than the Consultant, engaged by His Majesty directly or, at the specific request of His Majesty, engaged by the Consultant for "Additional Services":
- **1.25** "Sub-Consultant" means any Architect, Professional Engineer, or other specialist engaged by the Consultant for the Services included in this Contract;
- **1.26** "Technical Documentation" includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

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GC2 INTERPRETATIONS

- 2.1 Words importing the singular only also include the plural, and vice versa, where the context requires;
- **2.2** Headings or notes in this Contract shall not be deemed to be part thereof, or be taken into consideration in its interpretation;

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2.3 "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to this Contract as a whole and not to any particular subdivision or part thereof.

GC3 SUCCESSORS AND ASSIGNS

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

GC4 ASSIGNMENT

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

GC5 INDEMNIFICATION

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

GC6 NOTICES

- **6.1** Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to this Contract, shall be in writing, and shall be deemed to have been effectively given when:
 - **6.1.1** served personally to either the Departmental Representative or the Consultant's Representative (as the case may be), on the day it is delivered; or
 - **6.1.2** forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or
 - **6.1.3** forwarded by facsimile or other electronic means of transmission, three days after it was transmitted.
- **6.2** The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC7 SUSPENSION

- 7.1 The Departmental Representative may require the Consultant to suspend the Services being provided, or any part thereof, for a specified or unspecified period.
- 7.2 If a period of suspension does not exceed sixty days and when taken together with other periods of suspension does not exceed ninety days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of this Contract, subject to any agreed adjustment of the time schedule.
- **7.3** If a period of suspension exceeds sixty days or when taken together with other periods of suspension, the total exceeds ninety days, and:
 - **7.3.1** the Departmental Representative and the Consultant agree that the performance of the Services shall be continued, then the Consultant shall resume performance of the Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Consultant, or
 - **7.3.2** the Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then this Contract shall be terminated by notice given by the Minister to the Consultant, in accordance with the terms of Clause GC8.
- **7.4** Suspension Costs related to this clause are as outlined in Clause TP7.

GC8 TERMINATION

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8.1 The Minister may terminate this Contract at any time, and the fees paid to the Consultant shall be in accordance with the relevant provisions in Clause TP8.

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GC9 TAKING THE SERVICES OUT OF THE CONSULTANT'S HANDS

- **9.1** The Minister may take all or any part of the Services out of the Consultant's hands and may employ reasonable means necessary to complete such Services in the event that:
 - **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 the creditors, or if an order is made, or resolution passed, for the winding up of the Consultant's affairs or business, or if the Consultant takes the benefit of any statute relating to bankrupt or insolvent debtors, or
 - **9.1.2** the Consultant fails to perform any of the Consultant's obligations under this Contract or, in the Minister's opinion, so fails to make progress as to endanger performance of this Contract, in accordance with its terms.
- **9.2** Before the Services or any part thereof are taken out of the Consultant's hands under Clause GC9.1.2, the Departmental Representative shall provide notice to the Consultant, and may require such failure of performance or progress to be corrected. If within fourteen days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Consultant's hands.
- **9.3** If the Services or any part thereof have been taken out of the Consultant's hands, the Consultant shall be liable for, and upon demand pay to His Majesty, an amount equal to all loss and damage suffered by His Majesty by reason of the non-completion of the Services by the Consultant.
- **9.4** If the Consultant fails to pay on demand for the loss or damage as a result of Clause GC9.3, His Majesty shall be entitled to deduct and withhold the same from any payments due and payable to the Consultant.
- 9.5 If the Services or any part thereof are taken out of the Consultant's hands as a result of Clauses GC9.1.2, and GC9.2, the amount referred to in Clause GC9.4 shall remain with the Department until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the Consultant shall be paid together with interest from the due date referred to in Clause TP2 and in accordance with the terms of this Contract.
- **9.6** The taking of the Services, or any part thereof, out of the Consultant's hands does not relieve or discharge the Consultant from any obligation under this Contract, or imposed upon the Consultant by law, in respect to the Services or any part thereof that the Consultant has performed.

GC10 RECORDS TO BE KEPT BY THE CONSULTANT

- **10.1** The Consultant shall keep accurate time sheets and cost records and, if required for the purposes of this Contract, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
- **10.2** The Consultant shall afford facilities for audit and inspection at mutually agreeable times and at places where the relevant documents are located, and shall provide the Departmental Representative with such information as the Minister may from time to time require with reference to the documents referred to in Clause GC10.1.
- **10.3** The Consultant shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two years following completion of the Services.

GC11 National or Departmental Security

- **11.1** If His Majesty is of the opinion that the Work is of a class or kind that involves National or Departmental security, the Consultant may be required:
 - **11.1.1** to provide any information concerning persons employed for purposes of this Contract unless prohibited by law;
 - **11.1.2** to remove any person from the Work and its site if that person cannot meet the prescribed security requirements; and
 - **11.1.3** to retain the Work's Technical Documentation while in the Consultant's possession in a manner specified by the Departmental Representative.
- 11.2 If the Work is of a class or kind that involves National or Departmental security, the Consultant shall not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of His Majesty.

GC12COPYRIGHT AND REUSE OF DOCUMENTS

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12.1 Without prejudice to any rights or privileges of His Majesty, where any Services is, or has been, prepared or published by, or under the direction or control of, His Majesty or any government department, the copyright in the Services shall, subject to any agreement with the author, belong to His Majesty, and in such case shall continue for a period of fifty years from the date of the first publication of the Work.

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12.2 All plans, drawings, details, specifications, data, reports, other documents and information prepared by the Consultant pursuant to this Contract shall become the absolute property of His Majesty upon the completion of the Services or as required and shall be delivered to the Departmental Representative.

GC13 CONFLICT OF INTEREST

- 13.1 The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Services, and should such an interest be acquired during the life of this Contract, the Consultant shall declare it immediately to the Departmental Representative.
- **13.2** The Consultant shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.
- 13.3 The Consultant shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.
- **13.4** No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Contract.

GC14STATUS OF CONSULTANT

- **14.1** The Consultant is engaged under this Contract as an independent consultant for the sole purpose of providing Services.
- **14.2** Neither the Consultant nor any of the Consultant's employees shall be regarded as employees or agents of His Majesty.
- 14.3 The Consultant, as employer, agrees to be solely responsible for any and all payments and deductions required to be made by law in the jurisdiction where the Services are performed, including those required for Canada or Québec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax or any other applicable tax.

GC15 DECLARATION BY CONSULTANT

- **15.1** The Consultant declares that:
 - **15.1.1** based on the information provided pertaining to the Services required under this Contract, the Consultant has been provided sufficient information by the Departmental Representative to enable the Services required under this Contract to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services;
 - **15.1.2** the quality of Services to be provided by the Consultant shall be consistent with generally accepted professional standards and principles.

GC16INSURANCE

- **16.1** The Consultant shall obtain and maintain an appropriate level of professional liability insurance coverage (including but not limited to coverage for design errors and omissions) for the Services required under this Contract and shall furnish satisfactory evidence of such insurance and renewals to the Departmental Representative within fourteen days of execution of this Contract.
- **16.2** The policy shall be issued with a deductible amount of not more than 2,500 CAD.
- **16.3** Unless otherwise directed in writing by the Departmental Representative, the policy required in GC16.1 shall attach from the date of contract award and shall be maintained until the one year following the issuance of the Final Certificate of Completion.
- **16.4** The costs associated with any insurance coverage required under this Contract shall be part of the quoted Firm Price.

GC17RESOLUTION OF DISAGREEMENTS

- 17.1 In the event of a disagreement regarding any aspect of the Services or any instructions given under this Contract:
 - **17.1.1** the Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Contract;
 - **17.1.2** the Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
 - 17.1.3 the Consultant and the Departmental Representative shall attempt to resolve the disagreement by

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negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the project representative of the Department and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior manager of the Department.

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- **17.2** The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall be without prejudice to the Consultant in any disagreement.
- 17.3 If it was subsequently agreed or determined that the instructions given were in error or contrary to the Contract, His Majesty shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided and which has been authorized by the Departmental Representative.
- **17.4** The fees mentioned in Clause GC17.3 shall be calculated in accordance with the Basis of Payment set out in this Contract.
- 17.5 If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written corporate decision and the Departmental Representative shall give notice of the corporate decision within 14 days of receiving the request, setting out the particulars of the response and any relevant clauses of the Contract.
- **17.6** Within fourteen days of receipt of the written corporate decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
- 17.7 If the Consultant rejects the corporate decision, the Consultant, by notice may refer the disagreement to mediation.
- 17.8 If the disagreement is referred to mediation, the mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and the Department's mediation procedures shall be used unless the parties agree otherwise.
- **17.9** Negotiations conducted under this Contract, including those conducted during mediation, shall be without prejudice to either party.

GC18 MEMBERS OF CANADIAN HOUSE OF COMMONS

18.1 No Member of the Canadian House of Commons shall be admitted to any share or part of this Contract, or to any benefit that may arise therefrom.

GC19 AMENDMENTS

19.1 This Contract may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both parties.

GC20 ENTIRE CONTRACT

20.1 This Contract constitutes the entire arrangement between the parties with respect to the subject matter of the Contract, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

GC21 SUPPLEMENTARY CONDITIONS

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

GC22 Project Information, Decisions, Acceptances and Approvals

- **22.1** The Departmental Representative shall provide, in a timely manner, project information, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Consultant.
- **22.2** No acceptance or approval by the Departmental Representative, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.

GC23LOBBYIST CERTIFICATION - CONTINGENCY FEES

- 23.1 The Consultant certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- **23.2** All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 23.3 If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the Services out of the Consultant's hands in accordance with the provisions of the Contract or recover from the Consultant by way of reduction to the Firm Price or otherwise the full amount of the Contingency Fee.

23.4 In this clause:

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23.4.1 "Contingency Fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its term.

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- **23.4.2** "Employee" means a person with whom the Consultant has an employer/employee relationship.
- **23.4.3** "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

GC24 Non-DISCRIMINATION IN HIRING AND EMPLOYMENT PRACTICES

- **24.1** For the purpose of this General Condition, "person" includes the Consultant, the Consultant's Sub-Consultants and other firms forming the consultant team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the Services.
- **24.2** The Consultant shall not refuse to employ and will not discriminate in any manner against any person because:
 - 24.2.1 of that person's race, national origin, colour, religion, age, sex or marital status,
 - **24.2.2** of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
 - **24.2.3** a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Consultant to comply with paragraphs GC24.2.1 and GC24.2.2 above.
- **24.3** Within four days immediately following receipt of a written complaint pursuant to sub clause GC24.2 above, the Consultant shall:
 - **24.3.1** cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
 - 24.3.2 forward a copy of the complaint to the Departmental Representative by registered mail.
- **24.4** Within twenty-four hours immediately following receipt of a direction from the Departmental Representative to do so, the Consultant shall cause to have removed from the Consultant team any person or persons whom the Departmental Representative believes to be in breach of the provisions of sub clause GC24.2 above.
- 24.5 No later than thirty days after receipt of the direction referred to in GC24.4 above, the Consultant shall cause the necessary action to be commenced to remedy the breach described in the direction.
- **24.6** If a direction is issued pursuant to GC24.4 above, His Majesty may withhold from monies that are due and payable to the Consultant an amount representing the sum of the costs and payment referred to in GC24.8 and GC24.9 below.
- **24.7** If the Consultant fails to proceed in accordance with GC24.6 above, the Departmental Representative shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by His Majesty.
- **24.8** His Majesty may make a payment directly to the complainant from monies that are due and payable to the Consultant upon receipt from the complainant of:
 - 24.8.1 a written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or
 - 24.8.2 a written award issued pursuant to the Canadian Human Rights Act, R.S., 1985, c. H-6; or
 - 24.8.3 a written award issued pursuant to provincial or territorial human rights legislation; or
 - **24.8.4** a judgment issued by a court of competent jurisdiction.
- **24.9** The Consultant shall be liable for and upon demand shall pay to His Majesty the supplementary costs referred to in GC24.8. If the Consultant fails to make payment on demand, His Majesty may deduct the same from any amount due and payable to the Consultant.
- **24.10** A payment made pursuant to GC24.8 is, to the extent of the payment, a discharge of His Majesty's liability to the Consultant under the terms of the Contract and may be deducted from any amount due and payable to the Consultant.
- **24.11** The Consultant shall ensure that the appropriate provisions of this Contract are included in all agreements and contractual arrangements entered into by the Consultant as a consequence of this Contract.

GC25 APPROPRIATION

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

GC26 CONFIDENTIAL INFORMATION

26.1 Any information of a character confidential to the affairs of His Majesty to which the Consultant, or any officer, servant

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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.

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GC27 INCAPACITY TO CONTRACT WITH CANADIAN GOVERNMENT

- **27.1** 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:
 - **27.1.1** Section 121, Frauds upon the Government;
 - 27.1.2 Section 124, Selling or Purchasing Office;
 - 27.1.3 Section 418, Selling Defective Stores to His Majesty;
 - **27.1.4** (Subsection 750 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.)

GC28International Sanctions

- 28.1 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 subcontractors.
- **28.2** The Consultant agrees that Canada relies on the Consultant's undertaking in subsection (1) to enter into the Contract, and that any breach of the undertaking shall entitle Canada to terminate the Contract under the provisions of the Contract relating to default by the Consultant, and therefore to recover damages from the Consultant, including reprocurement costs arising out of such a termination.
- **28.3** The countries or groups currently subject to Canadian Economic Sanctions are listed on the Foreign Affairs, Trade and Development Canada site: http://www.international.gc.ca/sanctions/index.aspx
- 28.4 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.
- **28.5** If the Contract is concluded prior to the imposition of a sanction as described in GC28.1, His Majesty reserves the right to terminate the Contract in accordance with GC8.

GC29 STATUS AND REPLACEMENT OF PERSONNEL

- 29.1 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 Services 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:
 - **29.1.1** the reason for the removal of the person from the Services;
 - 29.1.2 the name, qualifications and experience of the proposed replacement person; and
 - **29.1.3** proof that the person has the required security clearance granted by Canada, if applicable.
- 29.2 The Minister may order the removal from the Services of any such replacement person and the Consultant shall immediately remove the person from the Services and shall, in accordance with subsection (1), secure a further replacement.
- **29.3** The fact that the Minister does not order the removal of a replacement person from the Services shall not relieve the Consultant from its responsibility to meet the requirements of the Contract.
- 29.4 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 Work in relation to the Services 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 Services to be performed in fulfillment of this contract.

GC30 No BRIBE

30.1 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.

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GC31 Sovereign Immunity

31.1 Not withstanding any provision in this Contract, His Majesty the King in Right of Canada, does not waive any immunity to which she is or may be entitled to by virtue of domestic or international law.

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GC32 HEALTH AND SAFETY

- **32.1** 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.
- **32.2** 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.

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ANNEX "A" - STATEMENT OF WORK

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1. PROJECT TITLE

International Architecture and Engineering Design Services.

2. BACKGROUND

The Department of Foreign Affairs, Trade and Development Canada (DFATD) provides office accommodation for secure diplomatic facilities located in embassies worldwide. Within DFATD, the Project Delivery and Technical Services Bureau (AWD) provides overall project management services for new construction, lease and fit out, or renovation of existing properties. The mandate of AWD is to support Canadian international objectives and programs through the provision of office and staff accommodations, as well as asset management, maintenance and material services, to the bureau clientele in a cost effective, economical and efficient manner.

3. OBJECTIVES

The Work involves the planning, site investigation, design and construction administration of additions, security improvements and new construction and/or fitting out of office space. The work is located within Canada's diplomatic and consular offices abroad that are under construction or already fully operational.

The construction projects are located at DFATD facilities in major international centres. The design services (tasks) may include, but are not limited to, the following:

- a) Demolition works
- b) Interior and exterior renovations / additions
- c) Security upgrades (perimeter wall, fencing, gates, bollards, guard houses, windows and doors(including locking mechanisms and accessories, airlocks, building envelope and curtain walls)
- d) CCTV upgrades
- e) Exterior and interior lighting system upgrades / replacement
- f) Vehicle, pedestrian, visitor and occupant access and intrusion detection controls and systems
- g) Mail screening facilities
- h) Mechanical system replacement / repairs
- i) Other supplementary perimeter security infrastructure
- j) Personal Safety Radio Networks

4. SCOPE

- 4.1. The Consultant will be requested on an "as and when required" basis to provide DFATD with the full range of architectural and engineering services as further detailed through resulting Task Authorizations. Based on the Statement of Work, the Consultant will be required to develop a Task Plan, which when agreed to by the Departmental Representative and Department Technical Authority will form the basis of the Task Authorization.
- 4.2. In all cases the Departmental Representative will be the single point of contact with the Consultant. The Departmental Representative will work with the Departmental Technical Authority to ensure that the Consultants work meets all required approvals including but not limited to the technical, functional and regulatory requirements of the project.
- 4.3. The types of Real Property assets subject to these projects under this contract include, but are not limited to, Staff Quarters, Official Residences and Chanceries including the land/grounds and perimeter security infrastructure thereof. The properties involved may be Crown owned or leased and are sometimes located in multi-tenant facilities.
- 4.4 The Consultant will be required to prepare and provide the appropriate documentation in order to provide quality project delivery as required by the Departmental Representative. Also, typically, at the end of each phase of delivery, the Consultant will be required to obtain the approval of the Departmental Representative, as applicable in order to proceed to the next phase.

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5. CONSULTANT'S RESOURCES

5.1. Any tasks under this contract will require the Consultant to provide personnel in the service stream and level as defined in the Basis of Payment and must be approved by the DFATD Departmental Representative.

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5.2. The Consultant may be required to sub-contract for services abroad with professionals licensed to practice within the region of construction. Sub-contracts will be paid at the actual cost plus mark-up. All Sub-contracts will be approved by the Departmental Representative in writing prior to the commencement of work.

6. TASKS TO BE PERFORMED

The following tasks are described in detail below:

6.1. Planning and Concept Analysis

6.1.1. Overview

The primary goal of this phase is to understand the Client's requirements and to translate them into a functional program of work at each site.

6.1.2. The second objective is to identify the alternatives available to DFATD to meet these requirements in terms of design implications, costs and schedule and to recommend the most feasible alternative to DFATD.

6.1.3. Scope of Services

The Consultant will be required to:

- 6.1.3.1. Attend initial project meeting(s) as required by the Departmental Representative within a minimum of three working days from the date of issuance of each Task Authorization:
- 6.1.3.2. Work with the Client to develop the standard functional (architectural and engineering) program and provide a Technical Program Report;
- 6.1.3.3. Complete a site visit, if required, with the Departmental Representative and submit a Trip Report;
- 6.1.3.4. Review DFATD's design standards and record drawings for the specific site and other applicable documentation, conduct site surveys to identify site constraints, identify undocumented opportunities to be leveraged to enhance design efficiency. Document he designs and construction conditions, take an inventory of the space, scope potential options to meet the functional program and provide an Investigation and Assessment Report (or Site Report);
- 6.1.3.5. The Consultant shall undertake reviews of design and as-built documents to confirm and/or evaluate the various systems (structural, electrical, mechanical) capacities to accommodate the particular fitup of existing conditions or new construction proposed.
- 6.1.3.6. The Consultant shall undertake, if required, site investigations to evaluate the various systems (structural, electrical, mechanical) system capacities to accommodate the various interventions proposed on the infrastructure or new construction required.
- 6.1.3.7. Identify and evaluate conflicts or problems and identify alternative solutions to meet the requirements, using schematic designs to illustrate the concept, analyse their feasibility in terms of performance, ease of construction, ease of maintenance, risks, costs and delivery schedules;
- 6.1.3.8. Identify, solicit proposals, and manage sub-consultant contracts with local professional service providers in order to facilitate feasibility analysis and ensure local best practices related to permitting, construction costs and project schedules.
- 6.1.3.9. Present and receive approval from the Departmental Representative on the Project scope, delivery process, schedule and cost estimate required to deliver a cohesive quality result;
- 6.1.3.10. Provide preliminary construction cost estimates, cost plan and project schedule for the recommended solution and issue a Feasibility Report;
- 6.1.3.11. Assist the Departmental Representative over the course of the delivery of the project in providing appropriate documentation as required by the Departmental Representative;
- 6.1.3.12. Ensure compliance of all documentation with 2015 National Building Code of Canada (NBCC) and regulations, as well as local applicable codes, whichever is more stringent. Additional physical security standards as required by the Departmental Representative or as required by the scope;
- 6.1.3.13. Develop an overall Project Plan. The Project Plan is to propose an organization structure and specify roles for ensuring cost control, schedule and quality; and
- 6.1.3.14. Present the Project Plan to the Departmental Representative after completion of analysis of project requirements. The plan is to be updated and presented to the Departmental Representative prior to the end of Construction Documents.
- 6.1.3.15. Present the design solution for approval by the Departmental Representative.

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6.2. Design Development

6.2.1. Overview

The goal of design development is to translate the approved design solution into sketches must be code compliant, biddable, readable, and buildable, with no room for unreasonable additional interpretation. actual working drawings and specifications for components of the project to enable its implementation. The main elements include architectural (including interior design), mechanical, electrical, telecommunications, plumbing, fire protection and other life safety systems. The Consultant shall ensure all AutoCAD or Building Information Management (BIM) operators assigned to this project are familiar with the Public Works and Government Services Canada (PWGSC) drafting policies.

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6.2.2. Scope of services

The Consultant will be required to:

- 6.2.2.1. Explore the design options and analyse them against the design and project objectives/requirements and submit to the Departmental Representative for approval:
- 6.2.2.2. Develop design concept documents including analytical studies, drawings and other documents in clear detail to illustrate the design concept and to demonstrate through documentation such as test results, calculations etc., in compliance with the Project SOW in the Task Authorization; including any reports, or surveys for all affected systems (engineering, architecture, and interiors)
- 6.2.2.3. Submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the feasibility of the Project;
- 6.2.2.4. Provide two hard copies of all documents submitted plus one electronic copy (AutoCAD 2010, BIM, Word, PDF, Excel);
- 6.2.2.5. Develop the design including, but not limited to, floor plans, elevations, sections, walls and partitions systems (and materials), utility and/or mechanical room layouts as required, doors and window types and dimensions, interior finishes, modification to The main elements include architectural (including interior design), mechanical, electrical, telecommunications, plumbing, fire protection and other life safety systems.;
- 6.2.2.6. Seismic design requirements shall be designed for in the fit-up design packages.
- 6.2.2.7. Structural design services to be coordinated with other disciplines.
- 6.2.2.8. Seismic design related to interior fit-up specific to the particular region, country and city.
- 6.2.2.9. The Departmental Representative will separately manage design studies related to blast calculations which will be undertaken by blast and security engineering professionals. The and the results of this will be shared with the Consultant and the results of these findings work should be incorporated into the Consultants design drawings as directed by
- 6.2.2.10. Develop drawings using AutoCAD version 2010 or later, or Building Information Management (BIM) and adhere to the drafting/drawing standards of PWGSC;
- 6.2.2.11. Develop the systems design including but not limited to fixtures (architectural, mechanical, electrical and lighting, plumbing) and provide schedules and details on walls, interior finishes and equipment, structural, windows, door and door frames, mechanical and electrical equipment, other specialty walls, and connection details for structural elements;
- 6.2.2.12. Ensure that designs and system designs are in line with the approved standards of DFATD and the Departmental Representative; and
- 6.2.2.13. Ensure integration with the architectural fabric of the building and its components and systems; and
- 6.2.2.14. Ensure plans and specifications are reviewed at all stages for compliance with all applicable Canadian Federal and Provincial laws and regulations as well as local codes of the country/location of work.

Note: Some Quality Management procedures may be amended from time to time, however these procedures must be adhered to. As defined in the individual Statements of Work of specific Task Authorizations.

6.3. Construction Documentation

6.3.1. Overview

The goal of construction documentation is to finalize drawings and specifications details for all components and systems of the facility to develop the construction documents. The documentation phase sets forth in detail the requirements for the construction of the security upgrade project, reconfiguration project or mid-life upgrade project.

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It is the Technical Authorities responsibility to ensure that all plans are refined to establish the quality levels of materials, systems or equipment required for the project. Submissions, for review by the Departmental Representative, are expected at 33%, 66%, 99% and 100% stages unless otherwise stated in writing from the Departmental Representative. The Technical Authorities' comments will be provided to the Consultant from the Departmental Representative on template form documents. The Consultant must reply to each comment on all documents with confirmation the changes were implemented or a further explanation. The Departmental Representatives may request a meeting with the Consultant to ensure that its comments are addressed appropriately.

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6.3.2. Scope of services

The Consultant will be required to:

- 6.3.2.1. Finalize the coordination of systems designs, the coordination of all drawings, the selection of finishes & materials, the construction details including structural connections and detailing;
- 6.3.2.2. Finalize the specifications:
- 6.3.2.3. Coordinate and obtain approval from the Departmental Representative as well as any other stakeholders within the Task Authorization;
- 6.3.2.4. Will advise the Departmental Representative, prepare complete detailed Construction Documents, including Bills of Quantity prepared by a qualified Quantity Surveyor including: Interim Certificate of Completion, Inspection & Acceptance Certificate, Final Certificate of Completion, Change Order Form, Statutory Declaration and Progress Claim Form;
- 6.3.2.5. Co-ordinate the Commissioning as prescribed in each individual Task Authorization with the Departmental Representative;
- 6.3.2.6. Provide continuous construction contract administration services and assume responsibility as required for on-site construction supervision and administration, including cost control, quality control, scheduling, processing change orders, monitoring the schedule and advising the Departmental Representative of any variances, and liaising with authorities having jurisdiction over the Project site:
- 6.3.2.7. Accompany the Departmental Representative as and when required for on-site visits throughout the duration of the Project;
- 6.3.2.8. After acceptance by the Departmental Representative of the Design Development documents, prepare and submit all necessary working drawings and specifications. These documents must demonstrate a complete detailing of the requirements for the construction of the Project at each stage of production specified in the A&E Consultant Contract;
- 6.3.2.9. Prepare and submit to the Departmental Representative an updated Construction Cost Estimate, Cost Plan and Project Schedule at each specified stage of production; and
- 6.3.2.10. Provide two hard copies of all documents submitted plus one electronic copy (AutoCAD 2010 or later, BIM, PDF, Word, Excel).

6.3.3. Construction Schedule

- 6.3.3.1. After the award of a Construction Contract, establish with, and request from, the Construction Consultant a detailed construction schedule, and, upon receipt, forward two copies of the Schedule to the Departmental Representative plus one electronic copy:
- 6.3.3.2. Monitor and report to the Departmental Representative the progress of the construction, relative to the Construction Schedule;
- 6.3.3.3. Notify the Departmental Representative of any delays within 5 days which may affect the completion date of the Project, and keep accurate records of the causes of delays; and
- 6.3.3.4. Evaluate, and notify the Departmental Representative of, all requests from the Construction Consultant for time extensions. Review with the Departmental Representative and provide the Construction Consultant with the final decisions.

6.3.4. Construction Meetings

- 6.3.4.1. Instruct the Construction Consultant to attend construction meetings as required by the Construction Contract:
- 6.3.4.2. Advise the Departmental Representative of the dates and times of the proposed meetings and attend all such meetings;

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- 6.3.4.3. Maintain a record of the proceedings of such meetings and provide the Departmental Representative with a copy thereof; and
- 6.3.4.4. Notify the Departmental Representative of any urgent issue raised at such meetings requiring his\her attention.

6.3.5. Clarifications and Interpretations

The Consultant shall, in consultation with the Departmental Representative, provide clarification and interpretation of the Construction Documents in written or graphic form, as and when required by the Construction Consultant for the proper execution and progress of the construction.

6.3.6. Shop Drawings

The Consultant shall promptly review, stamp and approve the shop drawings provided by the Construction Consultant to determine general conformity with the requirements and intent of the Construction Documents and indicate such general conformity; provide the Departmental Representative with one copy of approval and the associated shop drawings once such conformity is confirmed.

6.4. Construction Site Review

6.4.1. Construction On-Site Supervision

Overview

The goal of construction on-site supervision is to ensure that the construction is carried out in accordance with the approved plans/specifications and that it is on time and on budget. There must be a high regard for the safety and security of occupants of the facility. The site supervisor will facilitate reviews by the Departmental Representative, the Client Representatives and other DFATD stakeholders.

6.4.2. Scope of Services

The Consultant will be required to:

- 6.4.2.1. Adhere to the communications protocol between the Departmental Representative, the Client Representatives and the Consultant;
- 6.4.2.2. Provide site inspections, compile and maintain up-to-date records of execution of the Services for Departmental review:
- 6.4.2.3. Coordinate all activity by chairing regular project meetings or coordinate them directly with the Departmental Representative;
- 6.4.2.4. Organize and chair project start-up meetings to provide information, orient the Consultant to the facility and brief them on the scope of work and site requirements;
- 6.4.2.5. Obtain all documentation from the Consultant related to: Health and Safety, Work Place Safety Insurance Board Clearance Certificate, WHIMIS Safety Material Data Sheet, Construction schedules, Site clean-up requirements:
- 6.4.2.6. Provide the Departmental Representative with a review of shop drawings;
- 6.4.2.7. Brief the Consultant on as-built drawings requirements and Commissioning procedures, as applicable;
- 6.4.2.8. Ensures that the construction is delivered on time and on budget and provide regular reports to the Departmental Representative for review;
- 6.4.2.9. Evaluate/anticipate risks and prepare a Risk Mitigation Plan if required;
- 6.4.2.10. Organize, chair and take meeting minutes at regular team meetings to discuss and resolve all construction related issues and ensure proper follow-up. Distribute notes to project team as identified by the Departmental Representative;
- 6.4.2.11. Co-ordinate the provision of services for the inspection, testing and evaluation of suitability of materials and equipment in compliance with the Design Contract;
- 6.4.2.12. Maintain and keep available for examination by the Departmental Representative an up-to-date record showing the number of persons and items of equipment employed from time to time on the Project by the Consultant and provide information necessary to assess to progress, determine the cause of any delays and verify any claims:
- 6.4.2.13. Prior to substantial completion, at the discretion of DFATD a similar site visit and evaluation and evaluation by a Departmental Representative may need to occur;

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6.4.2.14. If required prior to substantial completion, assemble the key members through coordination with the Departmental Representative, as required, and, together with the Consultant, carry out an inspection of the project site (construction / installation) to assess conformity with the statement of work, workmanship, materials, etc., and identify deficiencies;

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- 6.4.2.15. Obtain sign-off from the Client, Departmental Representative and other team members subject to deficiencies being remedied;
- 6.4.2.16. Obtain from the Consultant: Operating Manuals, Warranties, Systems Specifications and as-built drawings in both electronic (as specified by DFATD) and paper format;
- 6.4.2.17. Coordinate the commissioning with the Bureau's Commissioning Manager as required;
- 6.4.2.18. Issue a Certificate of Substantial Completion to the Consultant, together with a request to remedy deficiencies within a timeframe; and
- 6.4.2.19. Carry out a final review to ensure deficiencies have been corrected and issue the Final Certificate of Completion.

6.5. Testing and Inspection

- 6.5.1. Provide for test reports and review test reports of materials or construction;
- 6.5.2. Ensure all products used meet the certifications required in the construction documents and,
- 6.5.3. Instruct the Construction Contractor to take remedial action when material or construction fails to comply with the requirements of the Construction Contract, and advise the Departmental Representative accordingly.

6.6. Commissioning

- 6.6.1. Ensure the provision of Operating and Maintenance manuals ("O&M manuals") and record "As-Built" Drawings. The "O&M Manuals" and the "As-Built" Drawings are to be provided to the Departmental Representative no later than the dates contained in the Task Authorization, Construction Contract and the A&E Consultant Contract:
- 6.6.2. Ensure the provision of training, through coordination with the Departmental Representative, for building operators and Mission staff; and
- 6.6.3. Provide the Departmental Representative with a schedule for the testing and maintenance of building systems.

6.7. Field Services

- 6.7.1. Perform on-site visit(s), as required by the Departmental Representative, to approve the Construction Contractor's Work in progress and to determine, on an adequate sampling basis, whether the Work is in general conformity with the Construction Documents;
- 6.7.2. Record deficiencies and progress observed during each site visit; and
- 6.7.3. Provide the Construction Contractor and the Departmental Representative and with written reports noting the deficiencies and recommend the actions to be taken to rectify them.

6.8. Closeout

6.8.1. Overview

The goal of closeout is to successfully hand over the built facility to the Client, the Users and the Mission Representatives for its on-going administration, evaluate the Consultant's performance, and assist the Departmental Representative in completing all obligations (contractual, transfer of record drawings, warranties (as applicable), etc.).

6.8.2. Scope of services

The Consultant will be required to:

- 6.8.2.1. Facilitate and coordinate with the Departmental Representative the move in of the Users to the upgraded facility;
- 6.8.2.2. Ensure adequate transfer of the facility to the Mission Representatives, i.e. Operating Manuals, Systems Specifications, Training as required, etc.;
- 6.8.2.3. Complete the evaluation of the Consultant's performance;
- 6.8.2.4. Ensure that the project files are well documented for future reference and archived;
- 6.8.2.5. Ensure the transfer of as-built drawings to the Departmental Representative;
- 6.8.2.6. Prepare and issue a Closure Report on the design and construction to include such things as:

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- 6.8.2.6.1. Project history that includes an updated Scope of work;
- 6.8.2.6.2. Close out Planning and Programming; and
- 6.8.2.6.3. Close out Design development.
- 6.8.2.7. Provide Departmental Representative with all Construction documentation, including: Start up meeting, Work plan and schedule of work, Progress meetings and minutes, Changes, Issues and Difficulties encountered during implementation;

- 6.8.2.8. Create Lessons Learned Document (Knowledge Transfer);
- 6.8.2.9. Create Project Conclusion and Summary; and
- 6.8.2.10. Provide DFATD with all Appendices, Copies of specifications, Contract drawings, Digital photographs, and As-built drawings.

6.9. Additional Items

6.9.1. Overview

The following items will also be considered part of this scope of work:

6.9.2. Changes to Work under the Construction Contract

- 6.9.2.1. Submit all requests and recommendations for changes to the Work under the Construction Contract and the implications thereof to the Departmental Representative for approval by the Departmental Representative and the Technical Authority;
- 6.9.2.2. Obtain quotations from the Construction Consultant for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations to the Departmental Representative; and
- 6.9.2.3. Upon written authorization by the Departmental Representative, issue Change Orders for all approved changes.

6.9.3. Construction Consultant's Progress Claims

- 6.9.3.1. Request a cost breakdown from the Construction Consultant of the Construction Contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction Contract, and submit the cost breakdown to the Departmental Representative prior to the Construction Consultant's first progress claim;
- 6.9.3.2. Examine progress claims promptly and, if acceptable, certify the progress claims for Work completed and materials delivered pursuant to the Construction Contract, and submit them to the Departmental Representative for processing and payment; and
- 6.9.3.3. If the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved, for the purpose of certifying progress claims. Price must be indicated prior to mark up.

6.9.4. As-Built Drawings

6.9.4.1. Before issuance of the Final Completion or Interim Certificate of Completion, the Consultant must provide the Departmental Representative with two hard copy sets, to scale, of "As-Built" drawings plus one acceptable Government issued and encrypted USB copy of AutoCAD version 2010 files. The Consultant must incorporate all recorded changes to the original working drawings based on marked-up prints, drawings and other information provided by the Construction Consultant, together with change orders and site instructions. USB"s are to be labelled "As Built" and dated and signed by the Consultant; and 6.9.4.2. The Consultant is also to provide a marked-up copy of the specification recording changes related thereto.

6.9.5. Interim Certificate of Completion

- 6.9.5.1. The Technical Authority will review the substantially completed construction work with the Departmental Representative and the Construction Consultant, record all deficiencies and incomplete work detected on the Inspection & Acceptance Certificate which forms a part of the Interim Certificate of Completion;
- 6.9.5.2. Request from the Consultant and provide the Departmental Representative with two sets of all Operating and Maintenance manuals ("O&M manuals"), "As Built" drawings and any other documents or

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spare parts and other items to be provided by the Construction Consultant, in accordance with the Construction Contract and Documentation;

6.9.5.3. The Construction Consultant shall prepare an Interim Certificate of Completion as a basis for payment and submit to the Departmental Representative for processing. This shall include a completed Inspection & Acceptance Certificate as required by the Construction Contract, together with all supporting documents properly signed and certified; and

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6.9.5.4. Prepare and submit an Occupancy Permit application to the authorities having jurisdiction over the project site and supply any additional information they may request before issuing the permit. The Consultant shall deliver the Occupancy Permit to the Departmental Representative.

6.9.6. Final Certificate of Completion

- 6.9.6.1. The Technical Authority will advise the Departmental Representative when all the deficiencies and incomplete construction listed on the Inspection & Acceptance Certificate has been completed in general accordance with the Construction Contract; and
- 6.9.6.2. Complete a final review of the construction site with the Departmental Representative and the Construction Consultant and, if satisfactory, prepare and submit to the Departmental Representative, a Final Certificate of Completion as required by the Construction Contract, together with all supporting documents properly signed and certified, including manufacturers' and suppliers' warranties and guarantees.

6.9.7. Post-Construction Warranty Review

6.9.7.1. Follow up with the Departmental Representative, during the Construction Consultant's warranty period regarding any defects detected, and instruct the Construction Consultant to correct the defects and advise the Departmental Representative when the defects have been satisfactorily rectified; and 6.9.7.2. At the end of the warranty period, confirm with the Departmental Representative that all recorded defects have been corrected and the Project is acceptable, advise the Departmental Representative who will issue a notice of "Final Warranty Inspection" to the Construction Consultant and the Consultant.

6.9.8. Time Schedule

- 6.9.8.1. Submit a time schedule for the Services to be performed to the Departmental Representative for approval. The schedule must demonstrate line items appropriate to the size and complexity of the Project and be in a format as requested by the Departmental Representative (PDF or Excel);
- 6.9.8.2. Adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of and the reasons for such changes, and obtain the approval of the Departmental Representative; and
- 6.9.8.3. Where an increase in time to the approved time schedule for the performance of the Services is required, and such increase is due to the negligence or default of the Consultant, such an increase shall be without prejudice to any rights or remedies of Canada.

6.9.9. Change in Services

- 6.9.9.1. Make changes in the Services to be provided for the Project when requested in writing by the Departmental Representative; and
- 6.9.9.2. Prior to commencing such changes, advise the Departmental Representative of any effects of the changes on the Construction Cost Estimate, Consultant fees, time schedule, and other matters concerning the Project.

6.9.10. Codes, By-Laws, Licences, Permits

- 6.9.10.1. Observe and comply with all applicable local statutes, codes, regulations and by-laws to enable the required consents, approvals, licences and permits necessary for the Project to be completed;
- 6.9.10.2. Obtain from local and state authorities all consents, approvals, licences, permits and any other authorizations for the Project to be completed; and
- 6.9.10.3. Ensure that all Services performed by the A&E team comply with applicable local laws, regulations, codes, and the 2015 National Building Code of Canada (NBCC). In the event of code requirement differences, the more stringent code requirement will apply.

6.9.11. Provision of Staff

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approval.

The Consultant must submit the names, addresses, qualifications, experience and proposed roles of all persons to be employed by the Consultant, in relation to the Project, to the Departmental Representative for approval. Any proposed changes shall be submitted to the Departmental Representative and Departmental Technical Authority for

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6.9.12. Cost Control

6.9.12.1. The Consultant shall ensure that the Construction costs are monitored to ensure that they remain consistent with the project Budget at all stages of Project delivery;

6.9.12.2. The Consultant shall notify the Departmental Representative if the Consultant considers that the Construction Cost Estimate at 75% will exceed the Construction Budget. The Consultant shall (if requested by the Departmental Representative and at no additional cost to Canada) make changes or revisions to the design as required to bring the Construction Cost Estimate within the Construction Budget, if the excess is due to factors under the control of the Consultant. If the excess is due to factors that are not under the control of the Consultant, the Departmental Representative may request changes or revisions. Such changes or revisions shall be undertaken by the Consultant, at Canada's expense, and the cost involved shall become an amount to be mutually agreed prior to performance of the additional services; and 6.9.12.3. The Consultant shall cooperate in revising the project scope and quality as required by the Departmental Representative to reduce the construction cost. The Consultant shall modify the Construction Documents as necessary to comply with the Construction Budget. This would be required if the lowest price obtained upon tender exceeds the Construction Budget. If the excess is due to reasons within the control of, or reasonably foreseeable by, the Consultant, the Consultant shall perform the tasks without additional charges to Canada.

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ANNEX "B" - BASIS OF PAYMENT

Solicitation Number: 23-224748

TP1. Basis of Payment: Firm Hourly Rates - Task Authorizations

- 1. In consideration of the Consultant satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Consultant will be paid the firm hourly rates in accordance with Annex "B" Basis of Payment and as specified in the authorized TA. Customs duties are subject to exemption and Applicable Taxes are extra.
- Canada's liability to the Consultant under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are subject to exemption and Applicable Taxes are extra.
- 3. No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Consultant unless these design changes, modifications or interpretations have been authorized, in writing, by the Departmental Representative before their incorporation into the Work.
- 4. Sub-Contractor mark-up: Consultants, with the written permission of the Department Representative may apply an all-inclusive Sub-Contractor mark-up not to exceed 15%.

Contract Year 1

Category	Firm Hourly Rate
Architectural and Design Services: Support	\$
Architectural and Design Services: Senior	\$
Mechanical and Engineering Services: Support	\$
Mechanical and Engineering Services: Senior	\$
Electrical Engineering Services: Support	\$
Electrical Engineering Services: Senior	\$
Structural Engineering Services: Support	\$
Structural Engineering Services: Senior	\$
Project Manager	\$

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Contract Year 2

Category	Firm Hourly Rate
Architectural and Design Services: Support	\$
Architectural and Design Services: Senior	\$
Mechanical and Engineering Services: Support	\$
Mechanical and Engineering Services: Senior	\$
Electrical Engineering Services: Support	\$
Electrical Engineering Services: Senior	\$
Structural Engineering Services: Support	\$
Structural Engineering Services: Senior	\$
Project Manager	\$

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Contract Optional Year 1

Category	Firm Hourly Rate
Architectural and Design Services: Support	\$
Architectural and Design Services: Senior	\$
Mechanical and Engineering Services: Support	\$
Mechanical and Engineering Services: Senior	\$
Electrical Engineering Services: Support	\$
Electrical Engineering Services: Senior	\$
Structural Engineering Services: Support	\$
Structural Engineering Services: Senior	\$
Project Manager	\$

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Contract Optional Year 2

Category	Firm Hourly Rate
Architectural and Design Services: Support	\$
Architectural and Design Services: Senior	\$
Mechanical and Engineering Services: Support	\$
Mechanical and Engineering Services: Senior	\$
Electrical Engineering Services: Support	\$
Electrical Engineering Services: Senior	\$
Structural Engineering Services: Support	\$
Structural Engineering Services: Senior	\$
Project Manager	\$

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Travel and Living Expenses

The Consultant will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the <u>National Joint Council Travel Directive</u>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Consultant any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Departmental Representative. All payments are subject to government audit.

Other Direct Expenses

The Consultant will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work, including required travel visa applications and immunizations. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

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ANNEX "C" - TASK AUTHORIZATION FORM

Solicitation Number: 23-224748

TASK AUTHORIZATION					
Consultant's Name:		Contract Number:			
Address:		PO number:			
Task Authorization Number:		Date:			
NEW TA (if applicable)					
Total Estimated Cost of Task (GST/HST extrevisions	ra) before any	\$			
TA REVISION (if applicable)					
TA Revision #:		Authorized Increase (GST/HST extra): \$	or Decrease		
Total Estimated Cost of Task (GST/HST ext revision	ra) after this new	\$			
REQUIRED WORK (For completion by the Departmental Representation)	•				
Task Description of Work to be Performe	d - Statement of W	Vork			
Description of any Deliverable(s) required Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here (including the required format and media)					
2. PERIOD OF SERVICES	From:		То:		
3. WORK LOCATION	City:		Country:		
4. BUILDING TYPE (if applicable):	☐ Chancery ☐	Official Residence	Staff Quarters		
5. TRAVEL REQUIREMENT	☐ Yes ☐ N	No Specify:			
6. OTHER CONDITIONS / RESTRAINTS	☐ Yes ☐ N	No Specify:			
7. CONTRACT SECURITY REQUIREMENTS (if applicable)					
No Yes Refer to the Security Requirements Checklist (SRCL) annex of the Contract. □ Reliability Status □ Secret □ Top Secret □ Other					
8. LANGUAGE REQUIREMENT					
☐ English and French ☐ French ☐ Eng	glish				
Remarks (if applicable):					

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TA PROPOSAL (For completion by Consultant)						
(For completion by Consultant) 9. ESTIMATED COST OF CONTRACT						
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Hourly Rate	Estimated # of Hours	Estimated Cost		
		\$		\$		
		\$		\$		
		\$		\$		
Professional Services	Cost		Estimated Cost :	\$		
			Applicable taxes :	\$		
			Total :	\$		
Travel & Living Cost			Estimated Cost :	\$		
Material Cost			Estimated Cost :	\$		
Shipping Cost (reimbur	sable at cost)		Estimated Cost :	\$		
			Applicable taxes :	\$		
			Total :	\$		
			Grand Total:	\$		
10. BASIS OF PAYMEN	IT & INVOICING					
In accordance with the a	article entitled "Basis of Pa	yment" in the Contract.				
			ces rendered and/or goods exceed the Contract value.	s received, subject to full		
One copy of each invoic	e, together with attachmer	nts, shall be sent to the Do	epartmental Representativ	e.		
11. AUTHORIZATION						
By signing this TA, the Contract.	Departmental Represer	tative certifies that the	content of this TA is in a	ccordance with the		
Name of Departmental Representative						
Signature Date						
12. CONSULTANT'S SIGNATURE						
Name and title of individ	ual authorized to sign for t	he Consultant:				
Name						
Signature Date						

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ANNEX "D" - NON-DISCLOSURE AGREEMENT

Solicitation Number: 23-224748

I,, recognize that in the course of my work as an employee or subcontractor of, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No between His Majesty the King in right of Canada, represented by the Minister of Foreign Affairs and, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Consultant as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.
I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.
I also acknowledge that any information provided to the Consultant by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.
I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:
Signature
 Date

ANNEX "E" - SECURITY REQUIREMENTS CHECKLIST (SRCL)

-10-	Governme
*	of Canada

ent Gouvernement a du Canada

С	ontract Number / Numéro du cor	ntrat
	23-224748	
Securit	y Classification / Classification d UNCLASSIFIED	le sécurité

Solicitation Number: 23-224748

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	ATION DES EXIGENCES RELATIV	ES A LA SECURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PARTIE A -		6.5	D' L'
Originating Government Department or Organization		Branch or Directorate / Direction géné	rale ou Direction
Ministère ou organisme gouvernemental d'origine	Global Affairs Canada	AWPA	
a) Subcontract Number / Numéro du contrat de sou	us-traitance 3. b) Name and Addre	ess of Subcontractor / Nom et adresse du s	ous-traitant
4. Brief Description of Work / Brève description du tra	vail		
International – A&E Professional and Technical Services	for Security Upgrades		
The work includes the planning, programming, design de		ting, scheduling, site-supervision during construct	ion phase of Global
Affairs Canada facilities in foreign countries	•		
a) Will the supplier require access to Controlled Go			✓ No Yes
Le fournisseur aura-t-il accès à des marchandise	es contrôlées?		Non Oui
5. b) Will the supplier require access to unclassified n	nilitary technical data subject to the provisi	ions of the Technical Data Control	/ No Yes
Regulations?			✓ Non Oui
Le fournisseur aura-t-il accès à des données tec	chniques militaires non classifiées qui sont	t assujetties aux dispositions du Règlement	
sur le contrôle des données techniques?			
Indicate the type of access required / Indiquer le ty	/pe d'accès requis		
6. a) Will the supplier and its employees require acce	es to PROTECTED and/or CLASSIFIED in	nformation or assets?	No Yes
Le fournisseur ainsi que les employés auront-ils			V Non Oui
(Specify the level of access using the chart in Qu		SIST NOTEGEO GIOG GENGON IEO:	Non Our
(Préciser le niveau d'accès en utilisant le tableau			
b) Will the supplier and its employees (e.g. cleaner		s to restricted access areas? No access to	No Yes
PROTECTED and/or CLASSIFIED information of			Non V Oui
Le fournisseur et ses employés (p. ex. nettoyeur		à des zones d'accès restreintes? L'accès	
à des renseignements ou à des biens PROTÉG	ÉS et/ou CLASSIFIÉS n'est pas autorisé.		
6. c) Is this a commercial courier or delivery requirem			✓ No Yes
S'agit-il d'un contrat de messagerie ou de livrais	on commerciale sans entreposage de nui	it?	Non Oui
7. a) Indicate the type of information that the supplier	will be required to access / Indiquer le typ	ne d'information auguel le fournisseur devra	avoir accès
Canada 🗸	NATO / OTAN	Foreign / Étranger	
7. b) Release restrictions / Restrictions relatives à la	diffusion	•	
No release restrictions	All NATO countries	No release restrictions	
Aucune restriction relative	Tous les pays de l'OTAN	Aucune restriction relative	
à la diffusion		à la diffusion	_
Not releasable			
A ne pas diffuser			
Destricted to: / Limité à .	Restricted to: / Limité à :	Restricted to: / Limité à :	
Restricted to: / Limité à :	Restricted to. / Limite a .	Restricted to. / Limite a .	
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pay	s: Specify country(ies): / Précis	ser le(s) pays :
7. c) Level of information / Niveau d'information			
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A	
PROTECTED B	NATO RESTRICTED	PROTECTED B	
PROTÈGÈ B	NATO DIFFUSION RESTREINTE	PROTÉGÉ B	
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C	
PROTÉGÉ C	NATO CONFIDENTIEL	PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL	
CONFIDENTIEL	NATO SECRET	CONFIDENTIEL	
SECRET	COSMIC TOP SECRET	SECRET	
SECRET	COSMIC TRÈS SECRET	SECRET	
TOP SECRET		TOP SECRET	
TRÈS SECRET		TRÈS SECRET	
TOP SECRET (SIGINT)		TOP SECRET (SIGINT)	
TRÈS SECRET (SIGINT)		TRÈS SECRET (SIGINT)	
		(5.5/141)	

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Contract Number / Numéro du contrat 23-224748 Security Classification / Classification de sécurité UNCLASSIFIED

Solicitation Number: 23-224748

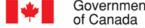
DART A (cont	inued) / PARTIE A (suite)					
Will the supp	plier require access to PROT					/ No Yes
	eur aura-t-il accès à des rens ate the level of sensitivitv:	eignements ou	á des biens COMSEC de	ésignés PROTEGES et/ou	CLASSIFIES?	V Non L Oui
Dans l'affirm	native, indiquer le niveau de					
	plier require access to extrer eur aura-t-il accès à des rens				ate?	No Non Ves
	s) of material / Titre(s) abrégé Number / Numéro du docume		:			
PART B - PER	RSONNEL (SUPPLIER) / PA	RTIE B - PERS				
10. a) Personn	el security screening level re	equired / Niveau	ı de contrôle de la sécuri	té du personnel requis		
	RELIABILITY STATUS COTE DE FIABILITÉ		CONFIDENTIAL CONFIDENTIEL	▼ SECRET SECRET		OP SECRET RÈS SECRET
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT		NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET		OSMIC TOP SECRET OSMIC TRÈS SECRET
✓	SITE ACCESS ACCÈS AUX EMPLACEM	ENTS				
	Special comments: Commentaires spéciaux :	Consultants w	ill be escorted within sec	ure spaces. No facility clear	ance as not worki	ing on classified documents
	NOTE: If multiple levels of s REMARQUE: Si plusieurs			ication Guide must be provid		doit être fourni
10. b) May uns	screened personnel be used	for portions of t	he work?		ion de la securite	/ No Yes
1	onnel sans autorisation sécu		e voir confier des parties	du travail?		Non Oui
If Yes, will unscreened personnel be escorted? Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes Oui						
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)						
				N (FOLIPNISSELIP)		Non Oui
PART C - SAF		ARTIE C - MES	SURES DE PROTECTIO	N (FOURNISSEUR)		▼ Non Oui
PART C - SAF	EGUARDS (SUPPLIER) / P ON / ASSETS / RENSEIO	ARTIE C - ME GNEMENTS / E	SURES DE PROTECTIO BIENS			
PART C - SAF INFORMATION (11. a) Will the	EGUARDS (SUPPLIER) / PON / ASSETS / RENSELO supplier be required to recei	ARTIE C - ME GNEMENTS / E	SURES DE PROTECTIO BIENS		ets on its site or	✓ No Yes
PART C - SAF INFORMATION 11. a) Will the premise Le fourn	EGUARDS (SUPPLIER) / PON / ASSETS / RENSELO supplier be required to receive? inisseur sera-t-il tenu de receives	ARTIE C - MES GNEMENTS / E ve and store Pf	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS	SSIFIED information or asse		✓ No Yes
PART C - SAF INFORMATION 11. a) Will the premise	EGUARDS (SUPPLIER) / PON / ASSETS / RENSELO supplier be required to receive? inisseur sera-t-il tenu de receives	ARTIE C - MES GNEMENTS / E ve and store Pf	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS	SSIFIED information or asse		✓ No Yes
PART C - SAF INFORMATION 11. a) Will the premise Le fourn CLASSI 11. b) Will the	FEGUARDS (SUPPLIER) / PON / ASSETS / RENSER supplier be required to receive? sisseur sera-t-il tenu de receiveres? supplier be required to safeg	ARTIE C - ME GNEMENTS / E we and store Pf voir et d'entrepo	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS oser sur place des renseign c information or assets?	SSIFIED information or assegnements ou des biens PR		No Yes No Yes
PART C - SAF INFORMATION 11. a) Will the premise Le fourn CLASSI 11. b) Will the	EGUARDS (SUPPLIER) / PON / ASSETS / RENSER supplier be required to receive? hisseur sera-t-il tenu de receventés?	ARTIE C - ME GNEMENTS / E we and store Pf voir et d'entrepo	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS oser sur place des renseign c information or assets?	SSIFIED information or assegnements ou des biens PR		No Non Oui
PART C - SAF INFORMATION 11. a) Will the premise Le fourn CLASSI 11. b) Will the	EGUARDS (SUPPLIER)/PON / ASSETS / RENSER supplier be required to receive? sisseur sera-t-il tenu de recever FIÉS? supplier be required to safequisseur sera-t-il tenu de proté	ARTIE C - ME GNEMENTS / E we and store Pf voir et d'entrepo	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS oser sur place des renseign c information or assets?	SSIFIED information or assegnements ou des biens PR		No Yes No Yes
PART C - SAF INFORMATIO 11. a) Will the premise Le fourm CLASSI 11. b) Will the Le fourm	FEGUARDS (SUPPLIER) / PON / ASSETS / RENSEIG supplier be required to received as a supplier be required to received as a supplier be required to safeguisseur sera-t-il tenu de proté ON	ARTIE C - ME GNEMENTS / E we and store Pf voir et d'entrepo guard COMSEO ger des renseig	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS oser sur place des renseig c information or assets? pnements ou des biens C	SSIFIED information or assegnements ou des biens PRO	OTÉGÉS et/ou	No No Ves Oui No No Ves Oui
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p	EGUARDS (SUPPLIER)/PON / ASSETS / RENSER supplier be required to receive? sisseur sera-t-il tenu de recever FIÉS? supplier be required to safequisseur sera-t-il tenu de proté	ARTIE C - MES GNEMENTS / E ve and store PF voir et d'entrepo guard COMSEO ger des renseig	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS oser sur place des renseig c information or assets? pnements ou des biens C	SSIFIED information or assegnements ou des biens PRO	OTÉGÉS et/ou	No No Ves Oui No No Ves Oui
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PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta	Supplier be required to receive? supplier be required to receive? sisseur sera-t-il tenu de receveriés? supplier be required to safectisseur sera-t-il tenu de proté N production (manufacture, and/ethe supplier's site or premises	ARTIE C - MES GNEMENTS / E ve and store PF voir et d'entrepo guard COMSEC ger des renseig or repair and/or s?	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS oser sur place des renseignements or assets? Information or assets? Information des biens Commodification) of PROTEC	SSIFIED information or assegnements ou des biens PROOMSEC?	OTÉGÉS et/ou aterial or equipmen	No Yes Oui No Yes Oui No Yes Oui
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta	EGUARDS (SUPPLIER) / PON / ASSETS / RENSER supplier be required to received: sisseur sera-t-il tenu de received: supplier be required to safeguisseur sera-t-il tenu de proté N production (manufacture, and/othe supplier's site or premises allations du fournisseur serviros de la lations de lations de la lations de lations de lations de la lation	ARTIE C - ME GNEMENTS / E ve and store Pf voir et d'entrepo guard COMSEO ger des renseig or repair and/or s?	SURES DE PROTECTIO BIENS ROTECTED and/or CLAS oser sur place des rensei c information or assets? gnements ou des biens C modification) of PROTEC duction (fabrication et/ou r	SSIFIED information or assegnements ou des biens PRO OMSEC? TED and/or CLASSIFIED maréparation et/ou modification)	OTÉGÉS et/ou aterial or equipmen de matériel PROT	No Yes Oui No Yes Oui No Yes Oui
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta et/ou CL	Supplier be required to receive? supplier be required to receive? sisseur sera-t-il tenu de receveriés? supplier be required to safectisseur sera-t-il tenu de proté Noroduction (manufacture, and/the supplier's site or premiser allations du fournisseur servire ASSIFIÉ?	ARTIE C - MEGNEMENTS / E ve and store Pf voir et d'entrepo guard COMSEC ger des renseig or repair and/or s? ont-elles à la pro	SURES DE PROTECTION BIENS ROTECTED and/or CLAS oser sur place des renseignements or assets? gnements ou des biens C modification) of PROTEC duction (fabrication et/ou renter in the control of the con	SSIFIED information or assegnements ou des biens PRO OMSEC? TED and/or CLASSIFIED ma éparation et/ou modification)	OTÉGÉS et/ou aterial or equipmen de matériel PROT	No Yes Oui No Yes Non Oui No Yes Oui No Yes Oui
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta et/ou CL INFORMATIO 11. d) Will the s	Supplier be required to receive? supplier be required to receive? suspended to receive and the required to safect isseur sera-t-il tenu de receive and the supplier be required to safect isseur sera-t-il tenu de proté and the supplier serie or premises allations du fournisseur servirous ASSIFIÉ? ON TECHNOLOGY (IT) MEDICALER SUPPLIER DE REQUIRE DE RECUIRE DE REQUIRE DE REQUIRE DE REQUIRE DE RECUIRE DE R	ARTIE C - MEGNEMENTS / E ve and store Pf voir et d'entrepo guard COMSEC ger des renseig or repair and/or s? ont-elles à la pro	SURES DE PROTECTION BIENS ROTECTED and/or CLAS oser sur place des renseignements or assets? gnements ou des biens C modification) of PROTEC duction (fabrication et/ou renter in the control of the con	SSIFIED information or assegnements ou des biens PRO OMSEC? TED and/or CLASSIFIED ma éparation et/ou modification)	OTÉGÉS et/ou aterial or equipmen de matériel PROT	No Yes Oui No Yes Non Oui No Yes Oui No Yes Oui
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta et/ou CL INFORMATIO 11. d) Will the s informati Le fourn	Supplier be required to receive services supplier be required to receive services supplier be required to receive services supplier be required to safect services supplier be required to safect services supplier be required to safect services supplier's site or premises allations du fournisseur services allations du fournisseur services supplier's site or premises allations du fournisseur services supplier be required to use its ion or data?	ARTIE C - MES GNEMENTS / E ve and store PF voir et d'entrepo guard COMSEO ger des renseig or repair and/or s? ont-elles à la pro IT systems to el es propres syste	BURES DE PROTECTION BIENS ROTECTED and/or CLAS pser sur place des renseignements ou des biens C modification) of PROTECT duction (fabrication et/ou renterments) RT RELATIF À LA TECHNectronically process, productions informatiques pour terms informatiques pour terms informatiques pour terms informatiques pour terms.	SSIFIED information or assegnements ou des biens PRO OMSEC? TED and/or CLASSIFIED ma éparation et/ou modification) NOLOGIE DE L'INFORMATI uce or store PROTECTED au	OTÉGÉS et/ou aterial or equipmen de matériel PROT	No No Ves Oui No Non Yes Oui No Non Yes Oui No Yes Oui
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta et/ou CL INFORMATIO 11. d) Will the s informati Le fourn	Supplier be required to received as supplier be required to received as supplier be required to received as supplier be required to safety as supplier as the supplier's site or premises allations du fournisseur servirous ASSIFIÉ?	ARTIE C - MES GNEMENTS / E ve and store PF voir et d'entrepo guard COMSEO ger des renseig or repair and/or s? ont-elles à la pro IT systems to el es propres syste	BURES DE PROTECTION BIENS ROTECTED and/or CLAS pser sur place des renseignements ou des biens C modification) of PROTECT duction (fabrication et/ou renterments) RT RELATIF À LA TECHNectronically process, productions informatiques pour terms informatiques pour terms informatiques pour terms informatiques pour terms.	SSIFIED information or assegnements ou des biens PRO OMSEC? TED and/or CLASSIFIED ma éparation et/ou modification) NOLOGIE DE L'INFORMATI uce or store PROTECTED au	OTÉGÉS et/ou aterial or equipmen de matériel PROT	No No Ves Oui No Non Yes Oui No Non Yes Oui No Yes Oui
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta et/ou CL INFORMATIO 11. d) Will the s informati Le fourn renseign	Supplier be required to receive? supplier be required to receive? sisseur sera-t-il tenu de receveriés? supplier be required to safectisseur sera-t-il tenu de proté Noroduction (manufacture, and/othe supplier's site or premiserallations du fournisseur servire ASSIFIÉ? ON TECHNOLOGY (IT) MEDICASSIFIÉ? ON TECHNOLOGY (IT) MEDICASSIFIÉ?	ARTIE C - MEGNEMENTS / E ve and store Pf voir et d'entrepo guard COMSEO ger des renseig or repair and/or s? ont-elles à la pro IT systems to el ses propres syste or the supplier's l	SURES DE PROTECTION BIENS ROTECTED and/or CLAS pser sur place des renseignements ou des biens C modification) of PROTEC duction (fabrication et/ou rent) ectronically process, production informatiques pour telepassion of the power telepassion o	SSIFIED information or assegnements ou des biens PRO OMSEC? TED and/or CLASSIFIED ma réparation et/ou modification) NOLOGIE DE L'INFORMATI uce or store PROTECTED au raiter, produire ou stocker éle	otrégés et/ou aterial or equipmen de matériel PROT ON (TI) nd/or CLASSIFIED ectroniquement de	No Yes Oui No Yes Non Oui No Yes Non Oui No Yes Non Yes Oui No Non Yes Oui No Yes Non Yes
PART C - SAF INFORMATIO 11. a) Will the premise Le fourn CLASSI 11. b) Will the Le fourn PRODUCTIO 11. c) Will the p occur at Les insta et/ou CL INFORMATIO 11. d) Will the s informati Le fourn renseign 11. e) Will there Disposei	Supplier be required to receive services supplier be required to receive services supplier be required to safect isseur sera-t-il tenu de receve supplier be required to safect isseur sera-t-il tenu de proté on the supplier's site or premises allations du fournisseur service ASSIFIÉ? ON TECHNOLOGY (IT) MEDICASSIFIÉ?	ARTIE C - MEGNEMENTS / E ve and store Pf voir et d'entrepo guard COMSEO ger des renseig or repair and/or s? ont-elles à la pro IT systems to el ses propres syste or the supplier's l	SURES DE PROTECTION BIENS ROTECTED and/or CLAS pser sur place des renseignements ou des biens C modification) of PROTEC duction (fabrication et/ou rent) ectronically process, production informatiques pour telepassion of the power telepassion o	SSIFIED information or assegnements ou des biens PRO OMSEC? TED and/or CLASSIFIED ma réparation et/ou modification) NOLOGIE DE L'INFORMATI uce or store PROTECTED au raiter, produire ou stocker éle	otrégés et/ou aterial or equipmen de matériel PROT ON (TI) nd/or CLASSIFIED ectroniquement de	No Yes Oui No Yes Non Oui No Yes Oui No Yes Oui No Yes Non Oui No Yes Oui

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Solicitation Number: 23-224748

23-224748

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PART C - ((((0)11)1111111111111111111111111111111	/// P/A15	 rannua.

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				SSIFIED ASSIFIÉ			NATO				COMSEC								
	A	В	С	CONFIDENTIAL CONFIDENTIEL	SECRET	Top Secret Três Secret	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC TOP SECRET COSMIC TRÊS SECRET	PROTECTED PROTÉGÉ A B C		É	Confidential Confidential	SECRET	TOP SECRET TRES SECRET				
Information / Assets Renseignements / Biens Production							RESTREINTE			SECRET										
IT Media / Support TI IT Link / Lien électronique																				

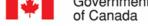
\perp							_									_	_								1
S	「Media / upport TI																								
	Link / ien électronique																								
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?													✓	No Non	Ye Ou	S Jİ									
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier 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	Ye Ou	S Jİ									
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, classifier 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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Contract Number / Numéro du contrat 23-224748 Security Classification / Classification de sécurité UNCLASSIFIED

Solicitation Number: 23-224748

PART D - AUTHORIZATION / PART	TIE D - AUTORISATIO	N										
13. Organization Project Authority / C					144 4	(Digitally s	ianed by					
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	White,	Digitally signed by White, Scott						
, , ,	•				C 44	Date: 2022						
Scott White		Senior Proje	ect Manager(AWPA)		Scott	12:43:20 -						
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cour	riel	Date							
343-203-8285			rob.johnson@international.gc.	ca	July 12, 2022							
14. Organization Security Authority / Responsable de la sécurité de l'organisme												
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		ed by						
			DEDOES A S	Stoi	inesteanu,	Stoinesteanu,						
		Manager	- PERSEC & Contrac	1-111110	dreeaDanielaCrina	AndreeaDani						
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cour	riel	Date	Date: 2022.07 21:54:21 -04'0						
						21:54:21 -04 (,,,					
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?												
Des instructions supplementaires	s (p. ex. Guide de secui	rite, Guide de d	ciassification de la securite) son	t-elles jointes	5?	L [™] Non L	Oui					
16. Procurement Officer / Agent d'ap	provisionnement											
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature								
Brent Hygaard		Procureme	nt Specialist	byggard bront								
Brent Hygaard		rocurcino	nt opecianst	hygaard, brent								
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse cou		Date 07 000	2						
343-573-5242			brent.hygaard@internati	onai.gc.ca	July 27, 2022	2						
17. Contracting Security Authority / A	utorité contractante en	matière de sé	curité									
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature								
Telephone No N° de téléphone	Facsimile No Nº de	télécopieur	r E-mail address - Adresse courriel Date									

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