



A1. Contract Advisor

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Architect and Engineering Services (A&E Services)

Request for Proposals (RFP)

for

Performance of the work as described in Appendix “A” – Statement of Work of the draft contract.

A2. Title Commissioning (Cx) Services for the High Commission of Canada in Australia, in Canberra		
A3. Solicitation Number 24-248145	A4. Project Number B-CNBRA-810	A5. Date January 25, 2024
A6. RFP Documents <ol style="list-style-type: none"> 1. Request for Proposals (RFP) title page 2. Submission Requirements (Part 1) 3. Evaluation and Basis of Selection (Part 2) 4. Tender Form (Part 3) 5. General Instructions (Part 4) 6. Draft Contract <p>In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.</p>		
A7. Proposal Delivery In order for the proposal to be valid, it must be received no later than 14:00 Eastern Standard Time (EST) on February 21, 2024 , referred to herein as the “Closing Date”. Electronic proposals must be sent only to the following email address: realproperty-contracts@international.gc.ca		
A8. Tender Form The completed Tender Form (Part 3) must be in a separate attachment named “Tender Form”. The information required in section 5.0 must appear on the Tender Form (Part 3) only. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.		
A9. Site Visit It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the High Commission of Canada in Australia on Commonwealth Avenue, Canberra ACT, Australia 2600, on February 6, 2024 . The site visit will begin at 10:00am (local time in Canberra, Australia) . Bidders are requested to communicate with the Contracting Authority no later than (3) business days prior to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment, but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.		
A10. Enquiries All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than five (5) business days prior to the Closing Date and Time in order to allow sufficient time to provide a response.		
A11. Language Proposals shall be submitted in English or French.		
A12. Bidders’ Conference A Bidders’ conference will be held virtually on February 6, 2024 . The conference will begin at 9:00am (local time in Canberra, Australia) . 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 proposal attend or send a representative. Bidders are requested to communicate with the Contract Advisor before the conference to confirm attendance. Bidders should provide, in writing, to the Contract Advisor, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than three (3) business days prior to the conference. 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 proposal.		
A13. Bid Security Not applicable.		
A14. 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 A10 - Enquiries. His Majesty reserves the right not to make any amendment(s) to the Contract Documents.		



Part 1 – Submission Requirements

SR1 Submission of Proposal

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



- 1.12** Unless specified otherwise in the RFP, His Majesty will evaluate only the documentation provided with a Bidder's proposal. His Majesty will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 1.13** A proposal cannot be assigned or transferred in whole or in part.



Part 2 – Evaluation and Basis of Selection

1.0 Technical Proposal

- 1.1 The evaluation will be based solely on the content of the responses and any correctly submitted amendment. No assumptions should be made that His Majesty has any previous knowledge of the Bidders' qualifications other than that supplied pursuant to this RFP.
- 1.2 The Bidder's technical response **should not** exceed 45 single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organizational charts. Material exceeding the 45-page maximum will **NOT** be considered.

2.0 Phased Bid Compliance Process (PBCP)

2.1 General

- a. His Majesty is conducting the PBCP described below for this requirement.
- b. Notwithstanding any review by His Majesty 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.
- 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.

2.2 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 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.
 - 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.

2.3 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 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.
- 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.

2.4 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.

2.5 Technical Evaluation

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



3.0 Mandatory Requirements

3.1 Failure to comply with any of the mandatory requirements will render the Proposal non-compliant and the Proposal will receive no further consideration.

Criteria	Mandatory Requirement	Compliance	Cross-Reference in Proposal (ex: attachment 1, pg.6)
M1	Bidders, responsible for the provision of the Work must be licensed, certified or otherwise authorized in the Australian Capital Territory (ACT) to provide the necessary professional services to the full extent that may be required by the state or territorial law in the ACT.	<p>The Bidder must provide the following information for its firm and any sub-consultants that may be required:</p> <ul style="list-style-type: none"> Name of the firm Provide the license or authorization and/or indicate how the Bidder meets the provincial or territorial licensing requirements. 	

4.0 Point-Rated Criteria

Points for the Technical Proposal account for 60 percent (60%) of the total score and are allocated to the criteria listed in section 4.1 to 4.2 inclusively. Each point-rated criterion will be rated as per 4.3.

4.1 Scope of Services:

The Bidder should demonstrate capability to perform the Services, meet Project challenges and to provide a plan of action for the Work requirements as per the Appendix A - Statement of Work, and the roles of the corporate and individual team members.

The Bidder should elaborate on the general approach of how they will effectively manage their services rendered under the Commissioning (Cx) Contract with the various stakeholders.

Intent:

Evaluate the Bidder's understanding of the requirements of the Statement of Work and strategy for delivering the services. For a Proposal to receive higher marks, it must:

1. Elaborate on the strategy for delivering the services and describe in detail how the various components of the Bidder's Team relate to each other, assist, and communicate with each other;
2. Elaborate the relationship management with the other Commissioning team members such as the Prime Consultant, the General Contractor, the DFATD team and others;
3. Identify the documents and the material used to perform the Commissioning; and
4. Identify five (5) risks specific to this project and identify mitigation for these risks.

Information to be submitted:

To facilitate the evaluation, information on the proposed Management of the Services should include:

- A narrative which demonstrates a clear understanding of the requirements of the Statement of Work and a clear description of how the team will be effectively managed.
- A description of the communication management within the enlarged team for the coordination of the tests and verification, the deficiencies and design issues that may need to be address during the construction.
- A description of the documentation and the material that will be used during each stage of the commissioning.
- A description of the particular risks (challenges) of this project and how the proposed team will address them.

4.2 Experience of Personnel:

Describe the experience and performance of Key Personnel to be assigned to this project regardless of their past association with the current proponent firm. Identify the key individuals assigned to the Services for the project as set out



in the RFP (Mechanical Commissioning (Cx) Specialist; Electrical Commissioning (Cx) Specialist; Controls Commissioning (Cx) Specialist).

This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements. The intent is to evaluate the recent experience of the proposed personnel on mandates of similar nature, size, typology and complexity to the Project Brief and Required Services, in which they held similar responsibilities and on which they have provided similar professional services. For the purpose of this section “recent experience” in years is defined as 10 years from the solicitation closing date.

Information to be submitted for each key personnel:

- professional accreditation
- accomplishments/achievements/awards
- relevant experience, expertise, number of years experience
- relevant experience with certification with certification processes such of Green Star and NABERS
- role, responsibility and degree of involvement of individual in past projects
- The proposed role of the individual in the Services for the project as set out in this RFP for which they will be responsible.

4.3 Evaluation and Rating

4.3.1 Technical Rating

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the RFP) will be reviewed, evaluated and rated by a DFATD Evaluation Board. The technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
4.1 Scope of Services	5.0	0 - 10	0 - 50
4.2 Experience of Personnel	5.0	0 - 10	0 - 50
Technical Rating	10.0		0 - 100

Generic Evaluation Table

GAC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess	Proponent lacks qualifications and experience	Proponent has an acceptable level of	Proponent is qualified and experienced	Proponent is highly qualified and experienced



	qualifications and experience		qualifications and experience		
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents **must** achieve a minimum Technical Score of fifty points out of the one hundred (100) points available as specified above.

No further consideration will be given to proponents not achieving the pass mark of fifty points.

5.0 Tender Form

5.1 All the information required in section 5.0 must appear on Part 3 – Tender Form ONLY and must be included in a separate attachment named “Tender Form”. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration.

5.2 Fixed Price

- 5.2.1 Bidders shall quote an all-inclusive fixed price (excluding the cost of The Minister’s services and equipment/furniture) on the form attached as Part 3 – Tender Form. The fixed price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder’s Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements;
- 5.2.2 Bidders shall estimate the value of the taxes (including VAT as per 4.3) expected to be payable by His Majesty as a result of entering into a contract with the Bidder;
- 5.2.3 All payments shall be made according to the basis of payment set out in the attached draft contract;
- 5.2.4 Exchange rate fluctuation protection is not offered; and
- 5.2.5 Tender Forms not meeting the above requirements will not be given any further consideration.

5.2 Taxes & Duties

- 5.3.1 Bidders are to provide full details concerning the applicability, amount and administration of the payment of all taxes (including VAT as described below) and duties (including import duties) payable in respect of the Work, as well as any possible exemption from all or part of same.
- 5.3.2 His Majesty will pay the VAT specified in the Tender Form provided:
 - 5.3.2.1 that amount is applicable to the Work provided by the Contractor 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 Subcontractors);
 - 5.3.2.2 His Majesty is unable to procure an exemption from VAT in respect of the Work;



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

5.3 Price Breakdown

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

6.0 Basis of Selection

6.1 To be declared responsive, a bid must:

- a. Comply with all the requirements of the bid solicitation;
- b. Meet all mandatory criteria; and
- c. Obtain the required minimum Technical Score of 50 points out of the 100 points available.

6.2 Bids not meeting (a), (b) and (c) will be declared non-responsive.

6.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.

6.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.

6.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %. The total fixed price (exclusive of taxes) will be used for evaluation.

6.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

6.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

6.8 In the case of a tie for the highest total score, the Bidder submitting the lowest price will be selected. In the case of a tie for the total score and a tie for the Tender Form score, the Bidder with the highest score for the "Technical Proposal" will be selected.

6.9 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

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

		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 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

7.0 Ineligibility and Suspension Policy

7.1 The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).



- 7.2** Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 7.3** In addition to all other information required in the bid solicitation, the Bidder must provide the following:
- a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
- 7.4** Subject to subsection 7.5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
- a. it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 7.5** Where a Bidder is unable to provide any of the certifications required by subsection 7.4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
- 7.6** Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.



Part 3 – Tender Form

Name of Firm: _____

Address: _____

Contact Person: _____

Phone number: _____

Email: _____

TF1 Fixed price

Fixed price (exclusive of applicable taxes): _____
(In accordance with 5.2)

TF2 Optional Additional Services (if and when required)

Firm Hourly Rates* Hourly Rates to be based on the Bidders hourly rate for the Bidder’s Personnel inclusive of payroll costs, overhead and profit for Additional Personnel. Payment for any additional services or personnel will be based on these hourly rates and paid on the basis of actual hours worked. See table below.

Bidders shall quote all-inclusive Firm Hourly Rates for any additional services as may be requested by the Departmental Representative.

The Hourly Rates shall remain in effect for the entire time indicated in the proposed period of contract.

The Hourly Rates may be applied to changes to the services required and/or schedule as may be requested in writing by the Departmental Representative.

Resource	Estimated Hours Column 1	Hourly Rates (in AUD) Column 2	Total (in AUD)
Senior Mechanical Commissioning (Cx) Specialist	50	\$	\$
Mechanical commissioning (Cx) Specialist	50	\$	\$
Senior Electrical Commissioning (Cx) Specialist	50	\$	\$
Electrical Commissioning (Cx) Specialist	50	\$	\$
Controls Commissioning (Cx) Specialist	50	\$	\$
Total Additional Services			\$

The Hours in Column 1 are for bid evaluation purposes only and do not represent any hours or estimate of hours associated with the project. The quantities and categories of personnel identified above are for evaluation purposes only and shall not be interpreted to be a commitment by Canada to request the additional services of any of the personnel for any quantity of hours whatsoever.

For the categories where a Senior, Intermediate and/or Junior Personnel is requested, the hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater that the hourly all-inclusive rate of the junior personnel within that category.

The hourly rates for any given category of personnel cannot be \$0.00 or nil value or identified as not applicable. Furthermore, should one individual provide services under more than one of the categories below, a rate for each category should be included for that individual to reflect the hourly rate charged while the individual is providing services in that capacity. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.

TF3 Fixed Price & Optional Additional Services

Fixed Price (exclusive of applicable taxes) (TF1 + TF2): _____
(This amount will be used to calculate the wining bid)



Applicable taxes: _____
(In accordance with 5.3)

Total Price (Fixed Price + Additional Services + Applicable Taxes): _____

TF4 Price Breakdown

Provide a price breakdown as follows:

Stage 1 Design phase	Labour	_____
Stage 2 Construction phase	Labour	_____
Stage 3 Occupancy and Close out phase	Labour	_____

All amounts are in Australian dollars (AUD).

TF5 Acceptance and Entry into Contract

I/We undertake, within fourteen (14) calendar days of receipt of notification of acceptance of my/our bid, to sign a contract contained in the RFP incorporating all the relative elements of this project, for the performance of the Work provided I/We are notified, by His Majesty, of the acceptance of my/our bid within ninety (90) days of the tender closing date.

TF6 Integrity Declaration

I/We herewith enclose integrity certification in accordance with article 7.3 b) or 7.5.

TF7 Insurance

Within fourteen (14) calendar days after receipt of written notification of acceptance of my/our bid, I/We will furnish insurance certificate in accordance with item 10 respectively of the draft A&E Contract.

SIGNED, ATTESTED TO AND DELIVERED on the _____ day of _____ on behalf of:

Print the legal name of the Bidder

Signature of authorized signatory

Signature of authorized signatory

Print name(s) & titles of authorized signatory

Print name(s) & titles of authorized signatory

Signature of Witness



Part 4 – General Instructions

GI1 Responsiveness

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

GI2 Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor as early as possible within the solicitation period. Enquiries and issues must be received within the timeframe described in article A10 to allow sufficient time to provide a response. Enquiries received after that time will not be answered prior to the Closing Date.
- 2.2 To ensure consistency and quality of information provided to 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 (for that reason alone) result 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 Contract Advisor 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 Contract Advisor within the timeframe described in A10 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 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 address other than the one stipulated in A7.

GI6 Validity of Proposal

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

GI7 Rights of Canada

- 7.1 His Majesty reserves the right:
- 7.1.1 during the evaluation, to submit questions to or conduct interviews with Bidders, at Bidders' cost, upon forty eight (48) hours written 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 Majesty's different stakeholders;
 - 7.1.3 to accept any proposal in whole or in part without prior negotiation;



- 7.1.4 to cancel and/or re-issue this RFP at any time;
- 7.1.5 to award one or more contracts, if applicable;
- 7.1.6 to retain all proposals submitted in response to this RFP;
- 7.1.7 not to accept any deviations from the stated terms and conditions;
- 7.1.8 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful proposal in any resulting contract; and
- 7.1.9 not to contract at all.

GI8 Incapacity to Contract with Government

8.1 Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the *Criminal Code*:

- 8.1.1 Section 121, Frauds upon the Government;
- 8.1.2 Section 124, Selling or Purchasing Office; or
- 8.1.3 Section 418, Selling Defective Stores to His Majesty.

(Subsection 750 (3) of the *Criminal Code* prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.)

8.2 Where Canada intends to reject a proposal pursuant to a provision of paragraph 8.1, the Contract Advisor will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the proposal rejection.

GI9 Incurring of Cost

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

GI10 Property of His Majesty

10.1 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*.

GI11 Rights of Unsuccessful Bidders

11.1 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 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.

GI12 Price Support

12.1 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:

- 12.1.1 a current published price list indicating the percentage discount available to the Minister;
- 12.1.2 copies of paid invoices for like services performed for other customers or for like items (same quantity and quality) sold to other customers;
- 12.1.3 a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., profit;
- 12.1.4 price or rate certification; and



12.1.5 any other supporting documentation as requested by the Minister.

GI13 Bidders Not to Promote Their Interest in This Project

13.1 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.

GI14 Acceptance of Bids

14.1 Bidders must meet and adhere to the architectural and design standards contained in the bid documentation.

14.2 Bidders must submit a list of sub-contractors on TF5 they propose to use on the Works. 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.

GI15 Signatures

15.1 The following requirements are to be adhered to when signing the Tender Form:

15.1.1 Corporation

The signatures of the authorized signatories shall be affixed and their names and titles typed or printed.

15.1.2 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.

15.1.3 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 bid.

15.1.4 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 15.1.1 to 15.1.3 above.

GI16 Return of Documents

16.1 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 (14) calendar days of notification. Any copies of the Working Drawings, Specifications and Bill of Quantities are to be returned along with the original bid documents.

GI17 Interpretation

17.1 In this RFP, "His Majesty", "the Minister" or "Canada" means His Majesty the King in right of Canada, as represented by the Minister of Foreign Affairs.

GI18 Approval of Alternative Material

18.1 The proposal must be based on using materials specified by trade or manufacturer's names where specified in the tender documentation.

18.2 Alternatives to materials and equipment specified by trade or manufacturer's names will be considered during the bid period if full descriptive data on proposed alternatives is submitted in writing to the Contract Advisor as specified in A10. Enquiries.

18.3 The Contract Advisor must approve any alternative material in writing. Approved alternatives will be incorporated in the specification by issuance of addenda to the tender documents.



Government
of Canada

Gouvernement
du Canada

GI19 Bid Security

Not applicable.



Purchasing Office – Bureau des Achats

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

You are requested to sell to His Majesty the King, in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

DRAFT CONTRACT

Architectural and Engineering Services Contract

Name and address of Consultant

(Information to be provided at Contract award)

Title Commissioning (Cx) Services for the High Commission of Canada in Australia, in Canberra	
Contract No.	Project No. B-CNBRA-810
Destination of Goods and/or Services: See herein	
Invoices to be sent to: See herein	
Departmental Representative: See herein	
Telephone No.: See herein	
Email Address: See herein	
Total Estimated Cost (Applicable taxes incl.)	Currency AUD
Signed for the Minister	

Signature	

Date (yyyy-mm-dd)/(aaaa-mm-jj)	

Name/Nom	
Signed for the Consultant	

Signature	

Date (yyyy-mm-dd)/(aaaa-mm-jj)	

Name/Nom	



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1. Definitions

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its sub Consultants;

"Canada", "Crown", "His Majesty", the "Minister" or the "Government" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Departmental Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Consultant" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Consultant for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Consultant by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Consultant in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Consultant, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Consultant; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Consultant under the Contract.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A"

2.1 Optional Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of 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 Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.



3.1 General Conditions

[2035](#) (2022-12-01), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

[R1225D](#) (2015-04-01), *General Condition (GC) 4 - Intellectual Property*, apply to and form part of the Contract.

4. Security Requirements

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

5. Term of Contract

5.1 Period of the Contract

The period of the Contract is from date of Contract award to *(to be provided at Contract award)* inclusive.

6. Authorities and Communication

6.1 Departmental Representative

The Departmental Representative for this Contract is:

(Information to be provided at Contract award)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Address: 125 Sussex Drive Ottawa Ontario K1A 0G2

Telephone:

E-mail address:

The Departmental Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Departmental Representative. The Consultant must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than Departmental Representative.

6.2 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Departmental Representative.

6.3 Management of the Contract

Subject to the other provisions of this Article, Departmental Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Consultant by Departmental Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Consultant or on its behalf is valid unless it is made to Departmental Representative. The Consultant must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Departmental Representative.

6.3.1 Consultant's Representative

The Consultant's Representative is:

(Information to be inserted at Contract award)



Name:
Title:
Company:
Address:
Telephone:
E-mail address:

The Consultant reserves the right to replace the above-designated Consultant's Representative by sending a notice in writing to Departmental Representative to that effect.

6.3.2 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Departmental Representative and the Consultant's Representative.

6.3.3 Assignment

The Consultant must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Consultant from any obligation under the Contract and it does not impose any liability upon Canada.

7. Payment Terms

7.1 Basis of Payment

Canada will pay the Consultant in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

7.2 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Consultant must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for 6 years after it receives the final payment under the Contract.

7.3 Invoicing Instructions

The Consultant must ensure that each invoice it provides to Canada

- (a) is submitted in the Consultant's name;
- (b) is submitted each month do so for each delivery or shipment;
- (c) only applies to the Contract;
- (d) shows the date, the name and address of the Departmental Representative, the description of the Work and the Contract number;
- (e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (f) sets out Applicable Taxes, such as the Consultant's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- (g) identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

7.3.1 By submitting an invoice, the Consultant certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.4 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Consultant within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or



corrected Work. Failure by Canada to notify the Consultant within 15 Days will only result in the date specified in subsection 16 of 2035 (2022-12-01 *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

7.5 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2022-12-01) *General Conditions - Higher Complexity - Services*, the Consultant will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Consultant for early termination of this Contract.

7.6 Remittance to Appropriate Tax Authority

The Consultant agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Consultant, pursuant to applicable tax laws.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

9. Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

10. Number and Gender

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

10.1 Powers of Canada / State Immunity

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

10.2 Time of the Essence

Time is of the essence. The Consultant must provide in a timely manner all components of the Work.

10.2.1 Excusable Delay

10.2.1.1 A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Consultant;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Consultant;
- occurred without the fault or neglect of the Consultant;

will be considered an "Excusable Delay" if the Consultant advises Departmental Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Consultant becomes aware of it. The Consultant must also advise Departmental Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Departmental Representative for approval a clear work around plan explaining in detail the steps that the Consultant proposes to take in order to minimize the impact of the event causing the delay.

10.2.1.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.



10.2.1.3 However, if an Excusable Delay has continued for 30 Days or more, Departmental Representative may, by giving notice in writing to the Consultant, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Consultant agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

10.2.1.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Consultant or any of its subConsultants or agents as a result of an Excusable Delay.

10.3 Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

10.4 Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Consultant.

10.5 Survival

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

10.6 Performance of the Work

10.6.1 Independent Consultant

The Consultant is an independent Consultant engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Consultant must not represent itself as an agent or representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

10.6.2 Conduct

The Consultant must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

10.6.3 Assigned Individuals

If specific individuals are identified in Annex A to perform the Work:

- (a) the Consultant must provide the services of those individuals unless the Consultant is unable to do so for reasons beyond its control;
- (b) the Consultant must obtain Canada's written approval, through Departmental Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- (c) the Consultant must not, in any event, allow performance of the Work by unauthorized replacement individuals.



10.6.4 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Consultant.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the Consultant are unsuitable. In such circumstances, the Consultant shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

10.6.5 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Consultant must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Consultant from its responsibility to meet the requirements of the Contract.

10.6.6 Compliance with Local Law

In the performance of Services under this Contract, the Consultant will comply with all applicable provisions of the laws in force in Ontario.

10.6.7 Inspection and Acceptance

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Consultant of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Consultant's expense.

10.6.8 Green Procurement

10.6.8.1 The Consultant should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

10.6.8.2 The Consultant should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

10.7 Health and Safety

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.

10.8 Suspension and Infraction

10.8.1 Suspension of the Work

Canada may at any time, by written notice, order the Consultant to suspend or stop the Work or part of the Work under the Contract. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so.



10.8.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Consultant fails to honour the provisions in the section titled *Governance and Ethics*.

11. Insurance Terms

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 (14) days of execution of this Contract.

The policy shall be issued with a deductible amount of not more than \$2,500.

Unless otherwise directed in writing by the Departmental Representative, the policy required shall attach from the date of contract award and shall be maintained until the one (1) year following the issuance of the Final Certificate of Completion.

The costs associated with any insurance coverage required under this Contract shall be part of the quoted price.

12. Governance and Ethics

12.1.1 Conflict of Interest and Values and Ethics Codes for the Public Service

The Consultant acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Consultant will notify Canada in writing of any situation, of which the Consultant is or becomes aware, in which one of the Consultant's agents, employees or Consultants derives, or is in a position to derive, an unauthorized benefit.

12.1.2 Incapacity to Contract with the Government

The Consultant certifies that no one convicted under any of the provisions under subsection (a) or (b) are to receive any benefit under the Contract. In addition, the Consultant certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Consultant nor any of the Consultant's affiliates has ever been convicted of an offence under any of the following provisions:

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against His Majesty) or section 154.01 (Fraud against His Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- (b) section 121 (Frauds on the government and Consultant subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against His Majesty or section 418 (Selling defective stores to His Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or
- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7



- (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

12.1.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Consultant are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Consultant acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Consultant acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

13. Priority of Documents

The Parties agree to be bound by the following documents:

- a) Articles of Agreement;
- b) Supplementary Conditions;
- c) General Conditions 2035 (2022-12-01);
- d) Statement of Work (Annex A);
- e) Basis of Payment (Annex B);
- f) Security Requirements Check List (Annex C);
- g) Consultant's bid dated (*information to be provided at 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 shall prevail.

14. Dispute Resolution

14.1 Discussion and Negotiation

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

14.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.



ANNEX A - STATEMENT OF WORK (SOW)

1 GENERAL INFORMATION

1.1 Project Summary

The purpose of this Request for Proposal is to provide sufficient information to allow the Consultant to fully prepare a proposal to provide services as a Commissioning Authority (CxA) for the Construction of the new Canadian High Commission in Canberra, Australia.

The existing High Commission of Canada in Australia occupies a Chancery located in the Yarralumla District, Canberra. The existing Chancery has a T shaped massing, constructed in two phases. The front three storey original wing, facing Commonwealth Avenue, was constructed in the 1960s, the rear two-storey addition was completed in 1995. The Chancery has a gross floor area of 1,568 sq.m and is constructed on a site that under the jurisdiction of the National Capital Authority (NCA) with a property area of 10,700 sq.m.

The scope of the project is to demolish the existing 1,568 sq.m structure and redevelop Canada's property into a newly designed, purpose-built facility. The new facility will accommodate all the working areas of the embassy, including representation areas and all associated support spaces for the functions indicated in the Functional Program.

The estimated gross new building area is 2,000 sq.m (+-5%).

The redevelopment will be designed based on the principals identified in GAC's Vision Statement and be reflective of these principals in its architectural language, make-up of design team and quality of detailing.

The project is to be implemented on a design-bid-build delivery method. Global Affairs Canada (GAC) have retained the services of an A&E design team to undertake the design and construction contract administration of the project.

A key project criterion is to design the redevelopment in a manner that maintains the operation of the existing chancery during construction. The design consultant will include in the design a construction phasing strategy to meet this requirement and, as part of this strategy the demolition of the existing structure will occur following completion and occupancy of the new building.

The project will comply with the requirements of the Government of Canada's internal policies to support the transition to net-zero carbon and climate-resilient operations, while also reducing environmental impacts beyond carbon, including on waste, water and biodiversity. Consequently, the design of this building is to pursue Green Star 6-Star certifications and NABERS intent to be net-zero carbon unless energy modelling and life cycle cost-benefit analysis at the initial stages of the Consultant's services indicate design shall be net-zero-carbon-ready. The design of the building will also take into consideration anticipated local climate change risks and embodied carbon calculations.

Canada anticipated the current milestone dates for the project to be as follows:

- a. Award of the Commissioning Contract: January 2024
- b. Completion of design (Construction documents complete): October 2024
- c. Construction contract award: January 2025
- d. Occupancy of new build: June 2026
- e. Completion of phase 2 including demolition of existing building: December 2026

2 SCOPE OF WORK

The Contractor shall perform and complete the work described herein.

2.1 Definitions:

Acceptance: a formal action, taken by a person with appropriate authority, to declare that some aspect of the project meets defined requirements thus permitting subsequent activities to proceed.



Basis of Design (BOD): a document that records the concepts calculations decisions and product selections used to meet the Owner's Project Requirements (OPR) and satisfy applicable regulatory requirements, standards, and guidelines. The document included both narrative and descriptions and lists of individual items that support the design process.

Checklist: verification checklists that are developed and used during all phases of the Cx to verify that the OPR is being achieved. These include checklists for general verification, plus testing, training, and other specific requirements.

Commissioning forms: a form used by the project team to verify that appropriate materials and components are on-site, ready for installation, correctly installed, functional, and in compliance with the OPR. It includes the test procedure or verification: a written protocol that defines methods, personnel and expectations for tests conducted on components, equipment, assemblies, systems and interfaces among systems to verify compliance with OPR.

Construction Checklist: a form used by the project team to verify that appropriate materials and components are on-site, ready for installation, correctly installed, functional, and in compliance with the OPR.

General Contractor: the General Contractor responsible for constructing the systems and the assemblies in the project.

Coordination Drawings: drawings showing the work of all trades to illustrate that equipment can be installed in the space allocated without compromising equipment function or access for the maintenance and replacement.

Cx Activities: components of the Cx Process.

Cx Process (Cx): A quality focused process for enhancing the delivery of a project. The process focuses on verifying and documenting all of the commissioned systems and assemblies are planned, designed, installed, tested, operated and maintained to meet Owner's intent. The process uses planning, documentation, and verification of testing to review and oversee the activities of both the design team and contractor.

Cx Progress report: a written document detailing activities completed as part of the Cx, and significant finding from those activities, that is continuously updated during the course of the project.

Cx Authority (CxA): Third party Commissioning Authority is responsible for the development, implementation, and update of the Cx plan, report, documentation, schedules and coordinates the Cx team to implement the Cx process. It is also identified as ICA independent Commissioning Authority.

Cx Testing: the evaluation and documentation of the equipment and the assemblies delivery and condition, installation, proper function according to the manufacturer specifications, and the project documentation to meet the criteria in the OPR.

Design Team: the licensed professionals responsible for the producing the complete documents set required for the construction.

Green Star: an internationally recognised rating system setting the standard for healthy, resilient, positive buildings and places, founded in 2003 by Green Building Council of Australia. Developed for the Australian environment, Green Star has certified thousands of sustainable fit-outs, buildings, homes and communities right across the country.

Issue and Resolution Log: a formal and ongoing record of problems or concerns - their resolution that have been compiled by the members of the Cx team during the course of the Cx. May be referred to as building logbook as per Green Star terminology.

NABERS (National Australian Built Environment Rating System): an initiative by the government of Australia to measure and compare the environmental performance (energy, water, waste, and indoor environment) of buildings.



Owner's Project Requirements (OPR): a document that details the requirements of the project and the expectations on the how it will be used and operated, including project goals, measurable performance criteria, cost consideration, benchmarks, success criteria, training requirements, documentation requirements and supporting information.

System Manual: a system-focused composite document that includes the design and the construction documentation, facility guide and the operation manual, maintenance information, training information, Cx records, Standard Operating Procedures, and additional information for the use of the Owner. The system manual is a system by system manual including the sequence of operation, the set points and all the parameter for the proper operation of the system, as it was tuned to during commissioning.

Test Procedure or Verification: a written protocol that defines methods, personnel and expectations for tests conducted on components, equipment, assemblies, systems and interfaces among systems to verify compliance with OPR.

Training Plan: a written document that details the expectations, schedule, duration and deliverables for Cx Activities related to training of project O&M personnel, users and occupants.

2.2 Cx Overview

Department of Foreign Affairs Trade and Development Canada (DFATD) is looking for Commissioning (Cx) services for the construction of the new Canadian High Commission project in Canberra Australia, the commissioning services will cover all building systems including mechanical (ventilation heating and cooling), hydraulic systems (water distribution systems, sewage collection and distribution systems, stormwater collection and distribution systems, pumps). Mechanical operable systems such as blinds and actuated shading devices, electrical infrastructure and distribution, fire protection, vertical transportation and building envelope permeability.

Cx process is a team effort, each individual on this project has an important role in the success of the process, and the cooperation between members is crucial. No task can be complete in total isolation. The delay in some Cx tasks may have an impact on the project. Many tasks need the involvement of multiple players. The CxA will coordinate and collaborate with the DFATD project team, the architectural & engineering A&E design consultant, the general contractor, any relevant sub-consultants or sub-contractors, and all other stakeholders.

For this reason, DFATD will retain the services of a third party Commissioning Authority (CxA) to coordinate and monitor the Commissioning (Cx) activities throughout the project. The CxA is not responsible for design, design criteria, compliance with codes, general construction scheduling, cost estimating, or construction management. The CxA may assist with problem-solving or resolving non-conformance or deficiencies, but ultimately that responsibility resides with the general Contractor and designer of record.

The CxA process is required to meet the following criteria as per Green Star Buildings Credit 3:

- The ICA shall report directly in the first instance to DFATD and will have no authority with respect to the contract installation works and will not be empowered to instruct any work package contractor on any matter.
- Independent of any consultant, contractor or sub-contractor organisation that has been involved in the design or installation of the nominated systems; and
- Observe, review and approve results of all testing undertaken by the contractor;
- Review and results of the building tuning process including quarterly adjustments and measurement for the first 12 months after occupation.

The Commissioning (Cx) process is a quality-focused process for enhancing the delivery of a project. The process focuses on verifying and documenting that all of the commissioned systems and assemblies are planned, designed, installed, tested, operated and maintained to meet Owner's Project Requirements (OPR). The Commissioning (Cx) process is performed throughout all phases of project delivery.

The CxA will be expected to conduct site visits during the construction, pre-occupancy, and occupancy periods to carry out the necessary inspections and tests and fine tuning during occupancy.

2.3 Objective



The objective is to ensure that all building services including electrical and mechanical systems are installed and operate as per the design. To achieve this, the Commissioning forms prepared by the CxA will be filled by the contractor and verified by the Commissioning Authority.

A good Commissioning process ensures that all documentation is made available to the owner at the end of the project. That includes all verification forms, observations, deficiencies list with confirmation that they were corrected, review and approval of contractor testing, system manuals, operation and maintenance manual, as-built drawings.

The Commissioning process will support the certification of the project under Green Star Buildings, intent and the soft landings framework.

2.4 Service requirements

The Contractor will familiarize themselves with the contractual agreements DFATD has with the project construction package and discuss with the DFATD representative to get any clarifications specific to DFATD specific requirements.

The CxA will be responsible to ensure that all the Commissioning documents are provided for the Green Star certification.

The Commissioning process is to meet the Commissioning and Tuning, and Building Information requirements of the Verification and Handover credit of Green Star Buildings. This includes the Soft Landings Approach, given the project's anticipated budget. While DFATD has endeavoured to fully reflect the requirements of this credit within this RFP, the CxA will be responsible for verifying that all documentation has been provided.

The full scope of the Commissioning (Cx) for the design phase, construction phase and the occupancy phase include stages and tasks such as but not limited to:

2.4.1 Design stage

During the design phase, the Owner's technical team will perform the design review to ensure that the specific requirements are met. However, the CxA will also perform a design review to confirm the constructability and will participate in the workshops between the design team and the Owner's technical team. During the design phase, the Cx Authority will start working on:

- a. Prepare a Preliminary Building Commissioning Plan/Specification to be issued to the contractors, subcontractors, and other relevant parties to assist in developing their individual commissioning plans.
- b. Develop relevant works package subcontractors, a 'Monitoring Document' to be used throughout the commissioning process, containing an overview of systems completed, passed/failed and areas of non-compliance, in a schedule format. This document shall be updated every week on commencement of commissioning activities. Elements of the Monitoring Document may be required to be updated more frequently in the period leading up to the handover. Once the clearance of defects and production of record documentation is complete the Monitoring Document will form an essential part of the final handover document confirming that all design and performance parameters have been satisfied at the completion of the fit-out contact works. A draft copy of the document format shall be available for comment within one month of appointment.
- c. The ICA must prepare a Soft Landings Management Plan (SLMP) specific to this project, which outlines the roles, responsibilities and timing of all soft landings activities as required under Green Star Buildings Credit 3 Verification and Handover. The SLMP is to be completed and endorsed before the conclusion of the Design Development phase so that it may be included within the Tender Documentation.
- d. Develop Cx requirements and integrate them into the construction contract documents. Coordinate with the design team.
- e. Verify and confirm that the BOD meets the OPR.
- f. Verify that the Cx activities are clearly stated in all project scope of work for the tender of the construction contractor.
- g. Develop the scope and budget for the project specific Cx activities including testing and compliance requirements.



- h. Identify the specialists who will be responsible for accomplishing the Cx activities for specific systems and assemblies.
- i. Inform the team of decisions that result in modifications to the OPR.
- j. Integrate the Cx activities in the project schedule.
- k. Track and document issues and deviations relating to the OPR and document in resolution logbook.
- l. Develop the construction checklist.
- m. Develop Construction phase occupancy and operations phase test requirement.
- n. Develop the requirement for the systems manuals and the O&M manuals.
- o. Identify the training program requirement. Part of this training, the CxA should provide the level of knowledge we expect the future maintenance staff to have. Once the level of knowledge required will be established, the training requirements for the mission maintenance staff will have to be assessed and provided.
- p. Perform a services and maintainability review. The following are the submission stage for the project:
 - a. Design development
 - b. 33% construction documents
 - c. 66% construction documents
 - d. 99% construction documents
 - e. Tender documents

2.4.2 Construction Phase

- a. Fulfil all responsibilities with respect to Green Star ICA and soft landings compliance requirements.
- b. Conduct and document Cx meetings to facilitate the cooperation and the scheduling of the activities. The meeting should include the CxA, the design team, the Contractor and the Owner's technical team and Project Manager.
- c. Administer and keep all required document during the construction and assemble the full project package at the end of the project. This includes, meeting minutes, verification and testing forms, deficiency log and Cx reports.
- d. Perform the review of Contractors submittals such as: coordination drawings, shop drawings, product data, and preliminary training program to ensure that it is in conformity with the design and site installation.
- e. CxA will provide verification and testing form to record the performance of the systems.
- f. Verify energy and water metering. The commissioning report must demonstrate correct operation of meter reading, reporting and alarm generation.
- g. At the end of the construction, there is a requirement for integrated test(s). This test is to verify the performance of the sub-systems and assemblies under a full range of operating conditions both normal and emergency conditions.
 - Procedures must describe the interactions between the systems, in all the scenarios to be tested.
 - In developing the test procedures, special attention must be paid to issues of personnel safety, equipment and assembly protection, and manufacturer recommendations to protect the validity of the warranty.
 - The procedure should also demonstrate that all the life-safety systems in place are responding as planned and that facility can be ready for occupancy.
- h. Prepare Cx progress report as needed. This report will include:
 - Issue and update deficiency log including the issues description and the measures taken to correct them. Any deviation during construction should identify if there is an impact on the project intent.
 - Evaluation of the operating conditions at time of test completion.
 - Construction checklist completed and verification summary.
 - Test procedures and data for the verification completed, including the test sheet pictures.
 - Log of complete and planned test with estimated schedule for the test with confirmation that documentation is received.



- i. The ICA shall liaise with relevant Works Package Contractors during the witnessing and validation of the following activities associated with the commissioning process. The ICA will be required to attend these tests if they are not being properly undertaken or if the audit of commissioning activities indicates that the work is below the required standard. Refer to included systems.
- j. The ICA will be responsible for ensuring they are fully conversant with the Engineering, Systems Designs and Systems Installations Requirements.
- k. Verification and the delivery of the Systems Manual including the tuning information and O&M manuals.
- l. Verifying training of the Facility Management personnel and occupants including the verification the quality and the pertinence of the training material provided.

2.4.3 Pre-Occupancy Phase

- a. Supervise the required indoor air quality test(s).
- b. Supervise the required potable water quality test(s).
- c. Attend and take part in acceptance & witness testing to verify equipment is functioning and operating in accordance with client brief and building services design / specifications and meeting all tolerances and acceptance criteria previously set in the Commissioning Plan.
- d. Review, verify and witness the functional testing of all contractors' services systems, ensuring they are in accordance with the relevant industry standards, codes, and project requirements.
- e. Partake in re-testing & re-commissioning in the event the initial testing does not comply with the minimum requirements and expectations for commissioning (within reason)
- f. Monitor automatic controls / BMS commissioning and performance testing of the plant and system controls, in conjunction with the design consultant (engineer). This includes at a minimum, set points, system flow rates, plant capacities and overall monitoring and integration.
- g. Ensure that all instrumentation used for testing, will have an up-to-date calibration certificate, NATA traceable and be within the 12 months certification period during the commissioning process
- h. Verify energy and water metering. The commissioning report must demonstrate correct operation of meter reading, reporting and alarm generation.
- i. Ensure that proper training is provided to the facilities management team
- j. The ICA must, at completion, prepare a final Commissioning Report, confirming that the entire engineering services have been witnessed, tested and commissioned as required by the specifications and that the plant and systems comply with the design duties and operational requirements of those specifications. In the case of the contract, this statement shall be issued a minimum of forty-eight hours prior to the date of practical completion. The commissioning report must be signed by the designer, the head or main contractor, the commissioning manager (or ICA), and the project manager (or owner's representative).

2.4.4 Occupancy and Operations Phase

- a. Fulfil all responsibilities with respect to Green Star ICA and soft landings compliance requirements
- b. Confirm that the contractor has in place a process for completing the building tuning process over the 12-month post occupancy period.
- c. Review quarterly reports provided by the contractor which document the outcomes of monthly monitoring and provide comments.
- d. Perform the follow up on unresolved corrective actions.
- e. Ensure that instruction and help sheets, specific to the project installations, are available to the DFATD facility management team.
- f. Update issue logbook and deficiency logbook
- g. Review 12 month Building Tuning Report to be completed by the subcontractor.
- h. Produce final Cx Report.

2.5 Document Matrix

From the full scope above, the responsibilities of the CxA are identified in the table below.

Owner in this table refers to the Owner Technical team.



The CxA may be added to the project profile on Green Star Online to submit relevant documentation directly or may elect to submit through the A&E design consultant leading the certification. All documentation must be reviewed by the design consultant prior to being uploaded.

Phase	Document	Input by	Provided by	Review / approved by	Used by
Pre-Design	OPR	Owner technical team, Owner Project management team	Owner	Owner	CxA, Design Team
	Cx Plan	Owner, CxA	Owner	Owner	CxA, Owner, Design Team
	System Manual outline	Owner,	Owner	Owner	Design Team
	Training requirement outline	Owner,	Owner	Owner	Design Team
	Issue and resolution log	Owner	Owner	N/A	CxA, Design Team
Design phase	OPR update	Owner, Design Team	CxA	Owner	Owner
	BOD	Design Team	Design Team	Owner, CxA	CxA, Design Team
	Cx Plan update	Design Team, CxA, Owner, contractor	CxA	CxA, Owner, Design Team, contractor	
	Construction specifications for Cx	Design Team, CxA	Design Team	Owner, CxA	Design Team, CxA, Contractor and Owner
	Systems Manual outline (expanded)	Design Team, CxA Owner	CxA	Owner, CxA	Contractors, CxA, Design Team
	Training requirements in specifications	Design team, CxA, Owner	Design Team	Owner, CxA	Design Team, contractor
	Design review comments	Owner, CxA, Design Team	Owner, CxA	Owner	Design Team
	Issue and resolution log	CxA	CxA	N/A	CxA, Design Team, Owner
	Develop verification and functional test form	CxA, Design team, Owner	CxA	Owner, Design team	Contractor, Design team, O&M team,
	Issue report	CxA	CxA	Owner	CxA, Design Team
Design phase Cx report	CxA	CxA	Owner	Design Team, Owner	
Construction phase	OPR update	CxA, Owner, Design Team	CxA	Owner	CxA, Design Team, Owner, contractor
	BOD update	Design Team	Design Team	CxA, Owner	CxA, Design Team, contractors
	Cx Plan update	Design Team, CxA, Owner, contractor	CxA	CxA, Owner, Design Team, contractor	Design Team, CxA, Owner, contractor



	Submittals review comments	CxA, Owner	Contractor	Design Team, CxA	Contractor
	System coordination plans	Contractor, Design Team	Contractor	CxA, Design Team	Contractor, CxA
	Inspection checklists	contractor, Design Team	CxA	CxA, Design Team, Owner	Contractor
	Inspection reports	Contractor, CxA, Design Team, Owner	CxA	CxA, Owner	Contractor, CxA
	Test procedures	CxA, contractor, Design Team	CxA	CxA, Design Team	Contractor
	Integrated test for life safety systems	Contractor, CxA, Design Team, Owner	CxA	Contractor, CxA, Design Team, Owner	Contractor, O&M
	Test data reports	Contractor	Contractor, CxA	CxA, Owner	Contractor
	Commissioning meeting agenda and minutes	CxA	CxA	All	All
	Training plan	Design Team, CxA, O&M, contractor	Contractor	Owner, CxA	O&M, users, contractor
	System manual and O&M manuals	Design Team, CxA, O&M, contractor	CxA	Owner, CxA	O&M, users
	Issues and resolution log	CxA	CxA	N/A	CxA, Design Team, contractor
	Issues report	CxA	CxA	Owner, Design Team	Design Team, Owner, contractor
	Preliminary construction Cx Report	CxA	CxA	Owner	Owner
	Final Construction Phase Cx Report	CxA	CxA	Owner	Owner
Occupancy and operation phase	OPR update	O&M, users, Design Team	CxA or designer	Owner	CxA, Design Team, contractors
	BOD update	Design Team	Design Team	CxA, Owner	Design Team, CxA
	Maintenance program	Contractor, Design Team, Owner	Contractor	Owner	O&M, users
	Test procedures	Contractor, CxA, O&M, Design Team	CxA	Design Team, CxA	Contractor
	Test data reports	Contractor	CxA	CxA, Owner	Contractor, O&M
	Issues and resolution log	CxA	CxA	N/A	CxA, Design Team, Owner, contractors



	Issues report	CxA	CxA	N/A	Design Team, Owner, contractors
	Cx Report	CxA	CxA	Owner	Owner
	Recommissioning plan	O&M, users, CxA	CxA	Owner	Owner

2.6 Systems Included in the Commissioning Process

2.6.1 The intent of commissioning is standard for the new construction. Following are the major system to be commissioned for a successful project completion and handover to the Building maintenance and operation team. Following are the major system to be commissioned:

2.6.1.1 Mechanical

- Plumbing including but not limited to:
 - hot and cold-water distribution
 - drinking water
 - faucet
 - drainage
 - ventilation
 - water treatment systems if required.
 - metering
 - reclaimed water
- Ventilation including but not limited to:
 - Heat recovery units
 - cooling and heating equipment
 - plumbing associated with the cooling and heating.
 - special cooling requirement for technical rooms
 - extraction systems
 - ductwork distribution air tightness and installation
 - air terminals
 - indoor air quality
- Controls including but not limited to:
 - Building management and control systems
 - field devices installation, location, and calibration
 - programming and energy management,
 - sequences of operation including set points
 - meter reporting
 - interconnection with the fire alarm
 - refrigerant detection if required.
 - graphics
 - integration of the lighting control
 - integration of the blind programming
- Fire life safety systems including but not limited to:
 - Fire protection systems such as pumps and sprinklers
 - Fire pump operation and reporting to fire alarm panel.
 - Location of fire extinguishers and signage

2.6.1.2 Electrical

- Main distribution including but not limited to:
 - grounding (building and communication)
 - main distribution normal power
 - wiring installation
 - distribution panels



- lighting and lighting controls
- switches and outlets
- renewable energy
- Life safety systems including but not limited to:
 - fire alarm system installation and all its functionality (CAN/ULC-s537)
 - egress lighting
 - emergency lighting

2.6.1.3 Audio Visual and communication

- installation of all the equipment
- video performance
- audio performance
- room control Scenario / Functionality and integration of all the systems such as but not limited to: lighting control system, blinds, microphone, etc.

2.6.1.4 Vertical transport

- lifts
- refuse chutes

2.6.1.5 Building envelope

- airtightness and envelope permeability
- façades
- roofs
- glazing systems

3 SITE VISIT

The following is to be noted:

- Bidders are requested to communicate with the Contracting Authority no later than (3) business days prior to confirm attendance and provide the name(s) of the person(s) who will attend as per A9. Site Visit;
- Attendees are to meet at the visitor's gate of the High Commission of Canada in Australia, Canberra. The gate is located on Forester Crescent.
- No electronic devices (phones, recording devices, cameras, etc.) will be permitted on site;
- Attendees must present government issued photo ID;
- Questions will not be addressed during the site visit. Attendees are advised to submit all questions via realproperty-contracts@international.gc.ca. All questions and answers will be posted on CanadaBuys;
- There is no parking on site. On street parking is available on Forester Crescent.



ANNEX B - BASIS OF PAYMENT

BP1 Payments to the Consultant

1.1 The Consultant shall be entitled to receive progress payments at the stages identified in Clause BP4 for the continuous efforts done during each month. For each grouping, described in BP4, the payment will not go over the percentage identified in BP4. Such payments shall be made not later than the due date, which shall be the thirty (30) days following receipt of a properly submitted invoice.

1.2 The Departmental Representative shall notify the Consultant within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than 30 days after receipt of the corrected invoice or the required information.

1.3 Upon completion of each stage identified in BP4, provided at least one progress payment has been made, the Consultant shall provide a Statutory Declaration evidencing that all the Consultant's financial obligations for services rendered to the Consultant or on the Consultant's account, in connection with this Contract, have been satisfied, before any further payment is made.

1.4 Upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, of an alleged non payment to the Sub-Consultant, the Departmental Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.

1.5 Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than thirty (30) days after receipt of a properly submitted invoice, together with the Final Statutory Declaration in accordance with Clause BP1.3.

BP2 Fixed Price

For the Work described in the Statement of Work in Annex A and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a fixed price of \$*to be inserted at Contract award*. Customs duties are excluded, and applicable taxes are extra.

BP3 Optional Additional Services

The Contractor will be paid the following firm hourly rates to perform all the Work in relation to a contract extension.

Resource	Firm Hourly Rates (in AUD)
Senior Mechanical Commissioning (Cx) Specialist	<i>\$to be inserted at Contract award</i>
Mechanical commissioning (Cx) Specialist	<i>\$to be inserted at Contract award</i>
Senior Electrical Commissioning (Cx) Specialist	<i>\$to be inserted at Contract award</i>
Electrical Commissioning (Cx) Specialist	<i>\$to be inserted at Contract award</i>
Controls Commissioning (Cx) Specialist	<i>\$to be inserted at Contract award</i>

BP4 Progress Payments

4.1 Payments in respect of the Fixed Price shall be made during the performance of the Services at the following stages, up to the amounts specified below:

Stage 1 Design phase. Upon completion of design and Tender Documents, an amount up to 15% of the Fixed Price;

Stage 2 Construction Phase. Upon completion of construction and achievement of Substantial Completion and Occupancy, an accumulative amount up to 85% of the Fixed Price (70% this Stage);

Stage 3 Occupancy and Operations phase. One year following occupancy and Substantial Completion, an accumulative amount up to 100% of the Fixed Price (15% this Stage).

4.2 Progress payments in respect of stages 1 to 3 inclusive may be made up to an amount not exceeding the value of the price indicated for each stage under consideration.



BP5 Delayed Payment

5.1 Subject to Clause BP5.4 below, if His Majesty delays in making a payment that is due in accordance with Clause BP1, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in Clause BP5.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in Clause BP1.1.

5.2 Except as provided for in Clause BP5.4, interest shall be paid on all amounts that are not paid by the due date or fifteen (15) days after the Consultant has delivered a Statutory Declaration in accordance with Clauses BP1.2 or BP1.3, whichever is the later.

5.3 The rate of interest shall be the Average Bank Rate plus three percent (3%) per year on any amount which is overdue pursuant to Clause BP5.1.

5.4 With respect to amounts which are less than fifteen (15) days overdue, no interest shall be payable or paid if a payment is made within the said fifteen (15) days unless the Consultant so demands after such amounts have become due.

BP6 No Payment for Errors and Omissions

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

BP7 Payment for Changes and Revisions

7.1 Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

7.2 Notwithstanding clause BP8.1, His Majesty accepts no liability for any additional Services done by the Consultant over and above that required to be done by this Contract, unless a specific amendment is issued authorizing the Consultant to do such additional Services. Payment for any additional or reduced Services provided by the Consultant and authorized by the Departmental Representative shall be made in accordance with the terms of such authorization and these Terms of Payment.

BP8 Suspension Costs

8.1 During a period of suspension of the Services, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.

8.2 Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement.

8.3 Payment shall be made to the Consultant for those costs and expenses that are substantiated as having been reasonably incurred during the suspension period.

BP9 Disbursements

9.1 Disbursements by the Consultant are included in the Fixed Price.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada	2. Branch or Directorate / Direction générale ou Direction AWPA
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail
Design and Construction Commissioning Services for the contract of the High Commission of Canada to Canberra. Department of Foreign Affairs Trade and Development Canada (DFATD) is looking for building envelop, mechanical and electrical Commissioning (Cx) services for the new Consulate project in Canberra Australia.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION

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

Name (print) - Nom (en lettres moulées) Nart Stas	Title - Titre Project Manager	Signature Stas, Nart	Digitally signed by Stas, Nart Date: 2023.07.17 15:33:15 -04'00'
Telephone No. - N° de téléphone 343-549-3259	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel nart.stas@international.gc.ca	Date July 17, 2023

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Francois Paquette	Title - Titre A/ Manager Security in Contracting	Signature Paquette, Francois	Digitally signed by Paquette, Francois Date: 2023.07.20 13:36:04 -04'00'
Telephone No. - N° de téléphone 3432033086	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Francois.Paquette@international.gc.ca	Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Meagan Leclair	Title - Titre Procurement Specialist	Signature Leclair, Meagan	<small>Digitally signed by Meagan Leclair Date: 2023.07.17 15:33:15 -04'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

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