



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 Project Management Support Services for the Canada Pavilion at the World Expo 2025 in Osaka, Japan		
A3. Solicitation Number 24-245733	A4. Project Number N/A	A5. Date July 5, 2023
A6. RFP Documents 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 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.		
A7. Proposal Delivery In order for the proposal to be valid, it must be received no later than 14:00 Eastern Daylight Time on August 1, 2023 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 Not applicable.		
A10. Enquiries All enquiries or issues concerning this RFP must be submitted in writing to the Contract Advisor no later than three (3) 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 July 18, 2023 . The conference will begin at 08:00 (local time in Osaka, Japan) . 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 **must not** exceed 45 single-sided pages of 8½ "x 11" paper, minimum type face 10 pts., including organizational charts and schedule. 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

Minimum Bidder Experience			
Criteria	Mandatory Requirement	Compliance	Cross-Reference in Proposal (ex: attachment 1, pg.6)
M1	The Bidder must have a minimum of 15 years' experience in the provision of Quantity Surveying, Cost Management and Project Management prior to the bid closing date.	The Bidder must provide corporate information which can consist of existing materials such as brochures, corporate profile documents, and/or reference letters.	
Bidder's Consultant Team			
Criteria	Mandatory Requirement	Compliance	Cross-Reference in Proposal (ex: attachment 1, pg.6)
M2	The Bidder must propose a Lead Quantity Surveyor with a minimum of 10 years' experience in the past 15 years in providing quantity surveying services at the time of bid close.	The Bidder must provide the CV of their proposed Lead Quantity Surveyor demonstrating they have acquired a minimum 10 years' experience in the last 15 years in the provision of quantity surveying services at the time of bid close.	
M3	The Bidder must propose a Lead Architectural and Engineering (A&E) Consultant with a minimum 10 years' experience in the past 15 years in providing A&E services at the time of bid close.	The Bidder must provide the CV of their proposed Lead Architectural and Engineering (A&E) Consultant demonstrating they have acquired a minimum of 10 years' experience in the past 15 years in the provision of A&E services at the time of bid close.	
M5	The Bidder must provide an Organizational chart naming the key Consultants or Sub-Consultants to be assigned to this project.	The Bidder must provide: <ul style="list-style-type: none"> • One (1) Organizational chart detailing all information requested in the adjacent column. 	



	<p>At a minimum, the Bidder is to identify their proposed:</p> <ul style="list-style-type: none"> • Lead Quantity Surveyor; • Support Quantity Surveyor; • Senior Project Manager; • Intermediate Project Manager; • Lead A&E Consultant; • Support A&E Consultant; • Lead Engineers for the following streams: <ul style="list-style-type: none"> ○ Mechanical; ○ Electrical; and ○ Plumbing. • Cost Estimator; and • Administrative Support 		
M6	<p>The Bidder certifies they are capable of providing the full range of services in the Statement of Work (SOW) on site in Osaka, Japan.</p>	<p>Bidder must state in writing their ability to:</p> <ul style="list-style-type: none"> • Communicate in Japanese, as well as English or French; and • Maintain an on-site presence at the worksite in Osaka, Japan throughout the duration of the contract. 	

4.0 Point-Rated Criteria (Total of 75 points)

Points for the Technical Proposal account for 90 percent (90%) of the total score and are allocated to the criteria listed in section 4.1 to 4.3 inclusively.

4.1 Understanding of the Project (15 points)

Intent: Evaluate the Bidder’s understanding of the Project and the Services required, including the Bidder’s strategy for delivering the Services.

Information to be submitted:

- 4.1.1** a narrative which demonstrates a clear understanding of the Project and the services required in the Statement of Work;
- 4.1.2** a work plan detailing key tasks, deliverables, major milestones scheduled;
- 4.1.3** a short description of the roles and responsibilities of the Lead Quantity Surveyor and Lead Architectural and Engineering Consultant;
- 4.1.4** a description of the particular challenges of this project along with a narrative on the specific aspects of this particular Project that entail the greatest risk as well as a short narrative on how the Bidder may proactively manage the risks identified; and
- 4.1.5** a description of the project management software tools, project databases, cost databases and instrumentations that the Bidder would utilize for the work.

Scoring Chart:

0 points	1-4 points	5-9 points	10-14 points	15 points
Unsatisfactory. No details provided.	The explanation of how the Bidder will meet this requirement is lacking in specific details and coherence.	Acceptable and adequate explanation of how it will meet this requirement.	Clear, easy-to understand explanation of how it will meet this requirement.	Well-detailed, in depth, and specific explanation of how requirement will be met.



<p>No approach or methodology was proposed.</p>	<p>The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>Some major elements were not clearly addressed.</p> <p>The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement</p>	<p>The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The Bidder demonstrates the minimum acceptable capability to meet most elements</p>	<p>The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to adequately meet all elements of the requirement.</p>	<p>The approach and methodology are structured, coherent, and all necessary details are provided.</p> <p>No deficiencies exist.</p> <p>The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to fully meet all elements of this requirement.</p>
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4.2 Corporate Experience of Bidder (30 points):

Intent: Evaluate the Bidder’s experience.

Information to be submitted:

The Bidder must submit three (3) projects for evaluation. At least one project must be completed in Japan. The Bidder should submit a narrative outlining the Bidder’s experience. The following criterion should be provided and will be considered for evaluation in accordance with the scoring chart provided below. One (1) point will be awarded for each criterion listed.

Only the first three (3) projects will be considered for evaluation. Any additional projects provided will not receive consideration.

The projects should address (or meet) the following:

- 4.2.1 title of project(s), location (city, country);
- 4.2.2 brief description of project scope, complexity, cost and schedule;
- 4.2.3 dates of participation in the project;
- 4.2.4 detailed description of the Bidder’s corporate role in the project and a detailed description of the services that the Bidder provided on the project;
- 4.2.5 detailed description of the Bidder’s role in project scheduling and management;
- 4.2.6 detailed description of the Bidder’s role in budget control and management; and
- 4.2.7 names, current telephone and email contact information of the Client for reference purposes.
- 4.2.8 Project meets the definition of BOMA Class “A” project;
- 4.2.9 Project completed in Japan; and
- 4.2.10 Cost of a minimum of \$15 million Canadian dollars.



The Bidder must possess the direct knowledge and experience on the example projects.

Example of scoring evaluation for PR 4.2. Scores provided in chart below are for example purposes only.

Item	Project 1	Project 2	Project 3	Total
4.2.1 Title of project(s), location (city, country).	1	1	1	3/3
4.2.2 Brief description of project scope, complexity, and schedule.	1	1	1	3/3
4.2.3 Dates of participation in the project.	1	1	1	3/3
4.2.4 Detailed description of the Bidder's corporate role in the project and a detailed description of the services that the Bidder provided on the project.	1	1	1	3/3
4.2.5 Detailed description of the Bidder's role in project scheduling and management.	1	1	1	3/3
4.2.6 Detailed description of the Bidder's role in budget control and management.	1	1	1	3/3
4.2.7 Names, current telephone and email contact information of the Client for reference purposes.	0	1	1	2/3
4.2.8 Project meets the definition of BOMA Class "A" project.	0	1	0	1/3
4.2.9 Project should be completed in Japan.	1	0	0	1/3
4.2.10 Minimum cost of 15M CAD.	1	1	1	3/3
Example Total Overall Score for PR4.2				25/30

4.3 Experience of Key Personnel (30 total points)

4.3.1 Intent: Evaluate the recent experience of the proposed **Lead Quantity Surveyor** on three (3) projects of similar size and scope and complexity on which they were responsible for providing quantity surveying services. Maximum 15 points for Lead Quantity Surveyor.

Recent experience is defined as experience acquired in the past 15 years to bid closing date.

Similar size and scope means new construction with Class "A" buildings or constructed for high-profile international events with costs over \$15 million Canadian dollars.

Complex Projects is defined as comparable to the size, scope and intent of the Canada Pavilion, that balance competing demands that include, but are not limited to:

- Delivering within tight project deadlines;
- Effectively managing project costs to ensure the project stays on budget without jeopardizing the project quality;
- Optimizing the value delivered;
- Creating high-quality deliverables and outcomes;
- Providing compliance with regulatory standards and implementing in an international setting, including World Expositions;
- Satisfying diverse stakeholder expectations;
- Coordinating with other contractors and service providers; and
- Adapting to change.



0 points	1-4 points	5-9 points	10-14 points	15 points
<p>Unsatisfactory.</p> <p>No details provided.</p> <p>No approach or methodology was proposed.</p>	<p>The explanation of how the Bidder will meet this requirement is lacking in specific details and coherence.</p> <p>The approach and methodology has limited structure and coherence; the approach is rarely logical and often disorganized.</p> <p>There are several major deficiencies with the objectives and expected outcomes of this requirement.</p> <p>Some major elements were not clearly addressed.</p> <p>The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement</p>	<p>Acceptable and adequate explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent; although most of the major necessary details are provided, there are several minor deficiencies with the objective and expected outcomes of this requirement.</p> <p>Some minor elements were not addressed clearly.</p> <p>The Bidder demonstrates the minimum acceptable capability to meet most elements</p>	<p>Clear, easy-to understand explanation of how it will meet this requirement.</p> <p>The approach and methodology are structured and coherent, and most of the necessary details are provided; minor deficiencies exist with the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to adequately meet all elements of the requirement.</p>	<p>Well-detailed, in depth, and specific explanation of how requirement will be met.</p> <p>The approach and methodology are structured, coherent, and all necessary details are provided.</p> <p>No deficiencies exist.</p> <p>The Bidder demonstrates an understanding of the objective and expected outcomes of this requirement.</p> <p>The Bidder demonstrates the capability to fully meet all elements of this requirement.</p>

4.3.2 Intent: Evaluate the recent experience of the proposed **Lead A&E Consultant (On-site representative)** on 3 projects of similar size and scope and complexity in the past 15 years on which they were responsible for providing project management and A&E services. **Maximum of 15 points for Lead A&E Consultant.**

Recent experience is defined as experience acquired in the past 15 years to bid closing date.

Similar size and scope means new construction with Class “A” buildings or constructed for high-profile international events with costs over \$15 million Canadian dollars.

Complex Projects is defined as comparable to the size, scope and intent of the Canada Pavilion, that balance competing demands that include, but are not limited to:

- Delivering within tight project deadlines;
- Effectively managing project costs to ensure the project stays on budget without jeopardizing the project quality;
- Providing compliance with regulatory standards and implementing in an international setting including World Expositions;



- Satisfying diverse stakeholder expectations;
- Coordinating with other contractors and service providers; and
- Any other tasks referenced in the SOW.

Rating:

0 points	1-6 points	7-12 points	13-19 points	20 points
<p>Unsatisfactory. No details provided.</p>	<p>The descriptions provided are lacking in specific details and coherence.</p> <p>Some major elements were not clearly addressed.</p> <p>The Proponent may meet the minimum capability to meet minor experience requirements, but does not demonstrate the minimum capability to provide the level and complexity of anticipated expertise.</p>	<p>Acceptable and adequate explanation in the descriptions provided.</p> <p>Some minor elements were not addressed clearly.</p> <p>The Proponent demonstrates the minimum acceptable capability to provide the level and complexity of anticipated expertise.</p>	<p>Clear, easy to understand descriptions were provided.</p> <p>The Proponent demonstrates the capability to adequately provide the level and complexity of anticipated expertise.</p> <p>The Proponent's experience is directly pertinent to the project to be undertaken.</p>	<p>Well-detailed, in depth, and specific descriptions were provided.</p> <p>No deficiencies exist.</p> <p>The Proponent demonstrates the capability to fully provide the level and complexity of anticipated expertise.</p> <p>The Proponent's experience is specifically pertinent to the project to be undertaken.</p>

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 Hourly Rate

- 5.2.1 Bidders shall provide and list on the form attached as Part 3 – Tender Form, Hourly Rates for each category of resource listed;
- 5.2.2 Bidders shall quote all-inclusive fixed Hourly Rates on the form attached as Section “II” - Price Proposal. The Hourly Rates must include all costs resulting from the performance of the Work as described in this RFP, including but not necessarily limited to all costs resulting from the performance of any additional Work described in the Bidder's proposal (unless clearly described as an option), all applicable taxes (except VAT), all travel, all living costs, all insurances, all overhead costs, and all administrative support staff requirements;
- 5.2.3 The Hourly Rates shall remain in effect for the entire time indicated in the proposed period of contract;
- 5.2.4 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;
- 5.2.5 Price Proposals not meeting above requirements will not be given any further consideration;
- 5.2.6 The Departmental Representative may specify which of the Resources is to be used for specific requirements of the work;
- 5.2.7 All payments shall be made according to the terms of payment set out in the attached Contract;
- 5.2.8 Exchange rate fluctuation protection is not offered; and
- 5.2.9 Tender Forms not meeting the above requirements will not be given any further consideration.



5.3 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.

5.4 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

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria.

6.2 Bids not meeting (a) or (b) will be declared non-responsive.

6.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 90 % for the technical merit and 10 % 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 90 %.

6.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 10 %. The total firm price (exclusive of applicable 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 90/10 ratio of technical merit and price, respectively. The total available points equals 30 and the lowest evaluated price is ¥18,000,000 (18).



Basis of Selection - Highest Combined Rating Technical Merit (90%) and Price (10%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		26/30	20/30	22/30
Bid Evaluated Price		¥20,000,000	¥18,000,000	¥22,000,000
Calculations	Technical Merit Score	26/30 x 90 = 78	20/30 x 90 = 60	22/30 x 90 = 66
	Pricing Score	18/20 x 10 = 9	18/18 x 10 = 10	18/22 x 10 = 8
Combined Rating		87	70	74
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 Hourly Rate

The enclosed table is provided with the sole purpose of assessing and comparing the full price proposal. This table does NOT constitute conditions OR replace any stipulated conditions for the contract.

The fixed hourly rates quoted in the table below will be used as the fixed hourly rate for the contract.

Expertise	Fixed Hourly Rate in JPY (¥)			Average hourly rate (for evaluation) (d) = (a+b+c)/3	Estimated Hours (for evaluation) (e)	Total (f) = (d x e)
	Year 1 (contract award to 31 July 2024) (a)	Year 2 (01 Aug 2024 to 31 July 2025) (b)	Year 3 (01 Aug 2025 to 31 March 2026) (c)			
Lead Quantity Surveyor					650	
Secondary Quantity Surveyor					650	
Lead A&E Consultant (On-site representative)					300	
Secondary A&E Consultant (On-site representative)					300	
Administrative Support					100	
TOTAL						
Hourly rates of other resources not directly part of the price proposal evaluation.						
Lead Architect						
Lead MEP Engineer						
Support Quantity Surveyor						
Support Project Manager						
Support Architect						
Support MEP Engineer						

All amounts are in Japanese Yen (¥).



TF2 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.

TF3 Integrity Declaration

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

TF4 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 TF2 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.

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 Project Management Services for the Canada Pavilion at the World Expo 2025 in Osaka, Japan	
Contract No.	Project No. N/A
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 JPY
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 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.

2035 41 (2016-04-04) Integrity provisions—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 provided 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 Limitation of Expenditure

Canada's total liability to the Consultant under the Contract must not exceed *(information to be provided at contract award)*.

No increase in the total liability of Canada, in the Consultant's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Consultant unless these changes, modifications or interpretations have been



approved, in writing, by Departmental Representative before their incorporation into the Work. The Consultant must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Departmental Representative. The Consultant must notify Departmental Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- 4 months before the end of the Period of the Contract, or
- as soon as the Consultant considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

7.3 Method of Payment – Monthly Payments

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

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

7.4 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.

7.5 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.

7.5.1 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.

7.6 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.

7.7 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.

7.8 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. TITLE

Project Management Services for the Canada Pavilion at the World Expo 2025 in Osaka, Japan

2. OBJECTIVE

The Department of Foreign Affairs, Trade and Development (DFATD) requires Project Management Support Services (PMSS), a Quantity Surveyor (QS) and Architectural & Engineering (A&E) Consultant (known as the “Consultant Team”) based in Osaka, Japan to support DFATD during the design, build, fit-up, operate, maintain, and dismantle of Canada’s Pavilion at the World Expo 2025, Osaka, Japan.

3. BACKGROUND

On January 24, 2022, the Minister of Small Business, Export Promotion and International Trade, the Honourable Mary Ng, announced that Canada would take part in Expo 2025 Osaka, Kansai, Japan (Expo 2025), from April 13 to October 13, 2025. DFATD, on behalf of the Government of Canada, has the mandate to plan, coordinate and implement Canada’s participation in Expo 2025.

The centrepiece of Canada’s participation at Expo 2025 will be a “Type A” self-built pavilion. Canada’s successful participation at Expo 2025 Osaka will deliver a memorable and distinctly Canadian visitor experience, anchored by a striking pavilion and Public Presentation, to showcase Canada’s creativity, diversity, and our optimism for a sustainable future. The specially-designed Public Presentation will resonate with Japanese audiences in particular and leave a lasting and positive impression of Canada for all.

With its Public Presentation and collaborative conference facility and event spaces, the Canada Pavilion will welcome millions of visitors and promote the best that our country has to offer. It will include highly programmable spaces—indoors and out—and allow for dynamic cultural and business activities over the 6- month Expo.

A Design Build Entity (DB), selected by DFATD through a competitive procurement process, is responsible to undertake the creative design and construction lead in this highly visible and prestigious global event. The DB Contractor is responsible for the Design, Build, Fit-up, Operate, Maintain and Dismantle of the Canada Pavilion and Public Presentation including all Project Management responsibilities.

The Expo Organiser has identified a large 3.620m² plot in a prominent location (A-5) for Canada to build its pavilion, strategically located on the Pavilion World Main Street, adjacent to the Grand Roof (Ring) and across from a large event hall.

The Japan Expo Association (the Organisers) responsible for the organisation of Expo 2025, Osaka, Kansai has set forth guidance and regulations for international participants related to all aspects of the design and delivery of pavilions including specific guidance and requirements for Type A pavilions. Additional requirements and building codes of the Osaka Municipality Government and other authorities are also of significance. Compressed timelines and post-pandemic impacts on global supply chains combined with the unique challenges to build on the man-made Yumeshima Island and Expo’s overarching focus on sustainability present important considerations for international participants in the planning and development of their pavilions.



4. OBJECTIVE

The Consultant Team will provide professional services to DFATD over the duration of the Contract in support of the delivery of the Canada Pavilion at Expo 2025, Osaka, Japan.

The Consultant Team will include but not limited to: Professional Quantity Surveyors, Architects & Engineers, Project Managers and Administrative Staff with experience appropriate to the scale and complexity of deliverables in this SOW, the Expo project and be fully qualified to work in Japan.

The Design, Build, fit-up, operate, maintain and dismantle contract has been divided into the following eight (8) phases, which necessitate a varying degree of intervention by the QS+A&E Consultant.

- STAGE 1: Verification of Project Requirements
- STAGE 2: Integrated Schematic Design
- STAGE 3: Integrated Design Development
- STAGE 4: Construction, Fabrication and Production Documents
- STAGE 5: Construction, Fit-up and Public Presentation Installation
- STAGE 6: Operation and Maintenance
- STAGE 7: Dismantling, Recycling, Return
- STAGE 8: Project Close-Out

5. SCOPE

The project delivery stages are not necessarily in strict chronological order, as the order of execution of the work will depend on the DB Contractor's approved schedule. For example, Stages 3 to 7 may, at times, be concurrent or overlap to ensure work packages and deliverables are completed according to schedule requirements and in order to meet the Expo 2025 submission requirements. As such, specific tasks and deliverables will vary between stages.

The Consultant Team will assist the Departmental Representative with the review and comment of documents submitted by the DB Contractor. Anticipated submissions include:

STAGE 1: Verification of Project Requirements

- a) Budget, cost breakdown and cash-flow
- b) Project Schedule
- c) Procurement and disposal strategy
- d) Preliminary CASBEE® assessment
- e) BIM Execution Plan
- f) Preliminary Risk Management Plan
- g) Preliminary Quality Assurance and Control Plan

STAGE 2: Integrated Schematic Design (Including General Design Plan for Expo 2025)

- a) Updated Budget, cost breakdown and cash-flow
- b) Updated Project Schedule
- c) Sustainable and regenerative design features
 - Preliminary CASBEE® assessment
 - Sustainability "green" design features
 - Preliminary Energy Analysis
- d) Updated Building and Systems Requirements Report
- e) Updated Procurement and Disposal Strategy

STAGE 3: Integrated Design Development

- a) Updated Budget, cost breakdown and cash-flow
- b) Updated Project Schedule
- c) Shipping Plan



- Sustainable and regenerative design features
 - Updated CASBEE® assessment
 - Sustainability “green” design features
 - Updated Energy Analysis
- d) Final Building and Systems Requirements Report
 - e) Preliminary Operations and Maintenance Manual
 - f) Preliminary Commissioning Plan
 - g) Final Room Data Sheets
 - h) Updated Risk Management Plan;
 - i) Updated Quality Assurance and Control Plan.
 - j) Updated Procurement and Disposal Strategy including list of proposed long lead items

STAGE 4: Construction, Fabrication and Production Documents (Including Final Design Plan for Expo 2025)

- a) Updated Budget, cost breakdown and cash-flow
- b) Updated Project Schedule
- c) Construction Documents (Drawings)
- d) Commissioning Plan
- e) Construction Permits
- f) Updated Risk Management Plan including final list of proposed long lead items
- g) Updated Quality Assurance and Control Plan
- h) Updated Procurement and Disposal Strategy
- i) Updated Shipping plan
- j) Draft Operations and Maintenance (O&M) Manual
- k) Final Commissioning Plan

STAGE 5: Construction, Fit-up and Public Presentation Installation

- a) Updated Budget, cost breakdown and cash-flow
- b) Updated Project Schedule
- c) Commissioning
- d) Inspections, Certificates and Permits
- e) Warranty documents
- f) Deficiency List
- g) Updated Risk Management Plan
- h) Updated Procurement and Disposal Strategy
- i) Updated Quality Assurance and Control Plan
- j) Updated Shipping plan

STAGE 6: Operation and Maintenance

- a) Updated Risk Management Plan
- b) Updated Procurement and Disposal Strategy
- c) Updated Quality Assurance and Control Plan
- d) Updated Shipping plan

STAGE 7: Dismantling, Recycling, Return

- a) Updated Risk Management Plan
- b) Finalize Procurement and Disposal Strategy
- c) Updated Quality Assurance and Control Plan
- d) Updated BIM Project Execution Plan
- e) Preliminary Close-Out and Post-Mortem Report Preparations and Outline documents

STAGE 8: Project Close-Out

- a) Post-Mortem and Final Report



6. DELIVERABLES

Quantity Surveyor (QS) Services:

The Consultant Team will provide Quantity Surveyor duties as defined, but not necessarily limited to:

1. Review, analyse and report to the Departmental Representative, the DB Contractor's monthly construction progress claims and provide progress evaluation recommendations that include:
 - a. Revised detailed cost summary and commentary
 - b. Net changes since last month and commentary
 - c. Recommended progress payment this period
 - d. Change order summary showing status of total, pending and actual change orders
 - e. Review any updates to the project risk register
 - f. Revised project milestones and commentary
 - g. Principal upcoming schedule risks
 - h. Updated projected cash flow
2. Review and analyse Change Proposal documentation and provide independent estimates for same.
3. Review and evaluate Contractor Schedules and Cash Flow Projections.

Architectural and Engineering Services (On-site representative):

The Consultant Team shall provide A&E Services to support the Departmental Representative with management of the project. Duties include, but not necessarily limited to:

1. Review and advise the Departmental Representative on all documents submitted by the DB Contractor for all stages of the project as summarized in part 5.
2. Review and advise on Expo Organiser Regulations and Guidelines plus local requirements for the delivery of construction Projects in Osaka.
3. Review and advise on local tax issues, customs clearances and duties etc.
4. Provide in-country liaison as required with the DB Contractor and other stakeholders, throughout all stages of the design, construction, fit-up, commissioning, operations and dismantling of the Canada Pavilion;
5. Complete at minimum, weekly site visits to ensure that the performance of the DB Contractor meets the intent of their contract and to flag to the department any areas of concern.
6. Report progress of the Project on an ongoing basis through participation at project meetings.
7. Attend weekly construction meetings and report critical items to the Departmental Representative in advance of DB circulated minutes.
8. Participate in deficiency walk-through and review deficiency lists prepared by DB Contractor's team, and advise accordingly. Observe and report on progress of clean-up of deficiencies;

7. LOCATION OF WORK

The Consultant's team resources shall be available to work as required in Osaka, Japan.

There is no requirement for travel outside Japan.

8. LANGUAGE OF WORK

The Consultant's personnel shall be fluent in Japanese and English and fully capable of treating all technical requirements in written and spoken Japanese.

All communications and deliverables with DFATD must be completed in English or French.

The Consultant may be required to translate documents from Japanese to English and vice versa.



9. CONSTRAINTS

The Consultant Team and personnel must be aware of, and adhere to all Expo 2025 Regulations and Guidelines, specifically those for access to the Expo site.



ANNEX B - BASIS OF PAYMENT

TF1 Fixed Hourly Rates

The Consultant will be paid **fixed hourly rates** as follows, for Work performed in accordance with the Contract. Any Applicable Tax is extra. All work is to be completed as per the Statement of Work.

Canada's total liability to the Contractor under the Contract must not exceed ¥ *TBD*. Customs duties are subject to exemption and applicable taxes are extra.

Expertise	Fixed Hourly Rate in JPY (¥)			Average hourly rate (for evaluation) (d) = (a+b+c)/3	Estimated Hours (for evaluation) (e)	Total (f) = (d x e)
	Year 1 (contract award to 31 July 2024) (a)	Year 2 (01 Aug 2024 to 31 July 2025) (b)	Year 3 (01 Aug 2025 to 31 March 2026) (c)			
Lead Quantity Surveyor					650	
Secondary Quantity Surveyor					650	
Lead A&E Consultant (On-site representative)					300	
Secondary A&E Consultant (On-site representative)					300	
Administrative Support					100	
TOTAL IN ¥						
Firm hourly rates of other resources						
Lead Architect						
Lead MEP Engineer						
Support Quantity Surveyor						
Support Project Manager						
Support Architect						
Support MEP Engineer						



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

Clear Data - Effacer les données



Government of Canada / Gouvernement du Canada

English Instructions

Instructions français

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité
UNCLASSIFIED

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 GAC/DFTAD	2. Branch or Directorate / Direction générale ou Direction OGM/OGMK	
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 Architectural professional services for local support for the Osaka 2025 Expo.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required - Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input checked="" 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"/>	
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:	
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"/>

Security Classification / Classification de sécurité
UNCLASSIFIED

TBS/SCT 350-103 (2004/12)





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

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?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : No / Non Yes / Oui

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?
Short Title(s) of material / Titre(s) abrégé(s) du matériel : No / Non Yes / Oui
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: **no security requirements**
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

Security Classification / Classification de sécurité UNCLASSIFIED





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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 / Confidenciel	Secret	Top Secret / Très Secret	NATO Restricted / NATO Diffusion Restreinte	NATO Confidential / NATO Confidenciel	NATO Secret	COSMIC Top Secret / COSMIC Très Secret	Protected / Protégé			Confidential / Confidenciel	Secret	Top Secret / Très Secret
											A	B	C			
Information / Assets / Renseignements / Biens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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 PROTÉGÉ 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.
12. b) Will the document 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).

Security Classification / Classification de sécurité UNCLASSIFIED



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Yves Poulin		Title - Titre Senior Project Manager	Signature Poulin, Yves <small>Digitally signed by Poulin, Yves Date: 2022.09.08 12:18:53 -04'00'</small>
Telephone no. - N° de téléphone (613) 324-5325	Facsimile - Télécopieur	E-mail address - Adresse courriel yves.poulin@international.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) ROBERTA TEMI		Title - Titre CSCP	Signature Temi, Roberta <small>Digitally signed by Temi, Roberta Date: 2022.09.09 08:42:44 -04'00'</small>
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel Roberta.Temi@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?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Tanya Di Virgilio		Title - Titre Procurement Specialist	Signature DiVirgilio, Tanya <small>Digitally signed by DiVirgilio, Tanya DN: c=CA, o=GC, ou=DFAIT-MAECI, ou=PERS, cn="DiVirgilio, Tanya" Reason: I am the author of this document Location: your signing location here Date: 2022.10.21 10:50:38-04'00' Foxit PDF Editor Version: 11.2.1</small>
Telephone no. - N° de téléphone (343) 573-0472	Facsimile - Télécopieur	E-mail address - Adresse courriel tanya.divirgilio@international.gc.ca	Date
17. Contracting Security Authority / Autorisé contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone no. - N° de téléphone	Facsimile - Télécopieur	E-mail address - Adresse courriel	Date

Security Classification / Classification de sécurité UNCLASSIFIED
