

**Royal Canadian Mounted Police  
Gendarmerie royale du Canada**

File No.:7187523  
Architectural & engineering Services Standing Offer

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A:  
Bid Receiving/Réception des soumissions**

RCMP "H" Division HQ  
RCMP Mailstop # H-066  
80 Garland Avenue  
DARTMOUTH, NS B3B 0A7

**Facsimile Number for Amendments:  
N° de télécopieur pour les modifications:  
(902) 426-7136**

**REQUEST FOR STANDING  
OFFER  
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)  
Offre à commande régionale (OCR)

Canada, as represented by the Minister of Public Safety, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre de la Sécurité publique, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaries  
THERE IS A SECURITY REQUIREMENT**

**Vendor/Firm Name and Address  
Raison sociale et adresse du fournisseur/de  
l'entrepreneur**

**Facsimile No. - No de télécopieur:**

**Telephone No. - no de téléphone:**

**Issuing Office - Bureau de distribution**  
Procurement & Contracting Services  
Atlantic Region  
RCMP "H" Division HQ  
RCMP Mailstop # H-066  
80 Garland Avenue  
DARTMOUTH, NS B3B 0A7

<b>Title-Sujet</b> Architectural & Engineering Services Standing Offer	
<b>Solicitation No. - No. de l'invitation</b> 7187523	<b>Date</b> June 12, 2013
<b>Client Reference No. - No. De Référence du Client</b> N/A	
<b>GETS Reference No. - No. de Référence de SEAG</b>	
<b>Solicitation Closes -L'invitation prend fin at - à 02:00 PM ADT on - le 2013-07-23</b>	
<b>F.O.B. - F.A.B.</b> Destination	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Janine Myers	
<b>Telephone No. - No de téléphone</b> (902) 720-5107	<b>Fax No. - N° de FAX:</b> (902) 426-7136
<b>Destination of Goods, Services, and Construction:</b> Destinations des biens, services et construction: Royal Canadian Mounted Police	
<b>Security - THERE IS A SECURITY REQUIREMENT</b>	
<b>Delivery Required - Livraison exigée:</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
<b>(Sign and return this cover page with Tender)</b>	



**REQUEST FOR STANDING OFFER**

**ARCHITECTURAL & ENGINEERING SERVICES**

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**SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)**

**SI 1 SECURITY REQUIREMENTS**

Proponents are hereby informed that some Call-ups against this Standing Offer will require various levels of RCMP security screening and/or clearance. RCMP will contact the successful proponents prior to each Call-up.

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**GENERAL INSTRUCTIONS TO PROPONENTS**

**GI 1 INTRODUCTION**

1. The Royal Canadian Mounted Police (RCMP) is inviting consulting firms with architectural and engineering expertise to submit proposals for Standing Offers. This procurement will follow a one phase submission process. The selected consultants shall provide a range of services as identified in the Required Services section of this document for building projects in the Atlantic Region (Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador).

2. Proponents shall be licensed or eligible to be licensed to practise in the provinces of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador. Firms must demonstrate successful delivery of these services for a broad variety of projects over the last five (5) years. In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services, the quality of their relevant experience in this area, as well as the cost of the provision of the services.

3. It is the RCMP's intention to authorize one Standing Offer as a result of this Request for Standing Offer process, for a period of one (1) year from the date of issuance. Subject to a continued requirement by the Atlantic Region; the RCMP reserves the right to extend services for an additional one (1) year period. The RCMP will limit The Standing Offer to list two (2) successful proponents who will be approached by various technical authorities throughout Atlantic Canada as required. The total dollar value of the Standing Offer is estimated to be \$1,500,000 (HST and options included). Individual call-ups will vary, up to a maximum of \$250,000 (HST included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; RCMP will award call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP 5, CALL-UP Procedure.

4. This procurement is covered under the provisions of the North American Free Trade Agreement (NAFTA), the World Trade Organization-Agreement on Government Procurement – (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), and the Canada-Peru Free Trade Agreement (CPFTA).

**GI 2 BUSINESS NUMBER**

Canadian Proponents are required to have a Business Number (BN) before issuance of a standing offer. Proponents may register for a BN in the Supplier Registration Information service on line at the Business Access Canada Website at: <http://contractscanada.gc.ca/index-eng.html>.

**GI 3 CONTRACTING AUTHORITY**

The Contracting Authority for this Request for Standing Offer is:

Janine Myers  
Senior Contracting Manager  
RCMP Atlantic Region Procurement Services  
1595 Bedford Highway, Suite 600  
Halifax, Nova Scotia B4A 3Y4  
Tel: 902-720-5107  
Fax: 902-426-7136  
E-mail [janine.myers@rcmp-grc.gc.ca](mailto:janine.myers@rcmp-grc.gc.ca)

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2. The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

**GI 4 DEPARTMENTAL REPRESENTATIVE**

1. A Departmental Representative will be identified at time of each individual Call-Up.
2. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

**GI 5 QUANTITY**

The level of services and estimated expenditure specified in the Request for Standing Offer are only an approximation of requirements given in good faith. The making of a proposal by the Proponent shall not constitute an agreement by Canada. Canada may make one or several call-ups against a Standing Offer.

**GI 6 RCMP OBLIGATION**

A Request for Proposals does not commit RCMP to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of proposals, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. RCMP reserves the right to reject or authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation.

**GI 7 RESPONSIVE PROPOSALS**

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the Request for Standing Offer. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submitted non-responsive proposals are notified accordingly.

**GI 8 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Any questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority identified on the Front Page of the Request For Standing Offer. Enquiries must be received no later than TEN (10) WORKING DAYS BEFORE SOLICITATION CLOSING, to allow sufficient time to provide a response.
2. To ensure equality of information provided to Proponents, answers to significant enquiries will be forwarded simultaneously to each Proponent.
3. Enquiries are to be directed ONLY to the person referred to in paragraph 1 above. Non-compliance with this condition during the solicitation period may, for that reason alone, result in the disqualification of the proposal.

**GI 9 OVERVIEW OF SELECTION PROCESS**

1. The Standing Offer selection process is as follows:
  - a) a Request for Standing Offer is obtained by proponents through the Government Electronic

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Tendering Service (GETS);

b) in response to the Request for Standing Offer, interested Proponents shall submit their proposals using a "two-envelope" procedure, in which Proponents submit the "technical" component of their proposal in one "envelope" and the proposed price of the services (price proposal) in a second envelope as further described in GI 10.2 below;

c) responsive proposals are reviewed, evaluated and rated by a RCMP Evaluation Board in accordance with the criteria, components and weight factors set out in the Request for Standing Offer;

d) RCMP issues a Standing Offer to the successful Proponents;

e) proponents are notified of the results within one week after RCMP has entered into a Standing Offer arrangement with the successful Proponents.

**GI 10 SUBMISSION OF PROPOSAL**

1. It is the Proponent's responsibility to:

a) obtain clarification of any terms, conditions or technical requirements contained in the Request for Standing Offer.

b) return a signed original of the proposal plus the specified number of copies, duly completed, **IN THE FORMAT REQUESTED**, on or before the closing date and time set for receipt of proposals;

c) direct its proposal **ONLY** to the designated office identified on the front page of the Request For Standing Offers;

d) ensure that the Proponent's name and address, the solicitation number and description, and closing date and time are clearly visible;

e) provide a comprehensive and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the solicitation.

2. The technical and price components of the proposal must be submitted in separate, easily identified envelopes in accordance with the instructions contained in the proposal document. Both envelopes shall be submitted as one package which shall clearly and conspicuously display and indicate on the outside of the package the information identified in paragraph 1. d) above.

3. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the proponent. RCMP will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.

4. The evaluation of proposals may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest of any proposal will not necessarily be authorized. In case of error in the extension of prices, the unit prices will govern.

5. The proposal should completely and thoroughly address each element of the requirement as enumerated in the Request For Standing Offer. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.

6. Proposal documents and supporting information may be submitted in either English or French.

**GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS**

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Due to the nature of this solicitation, a complete technical proposal, as well as a cost of services proposal (submitted under separate cover), with supporting information is required to allow a proper evaluation to be conducted. Electronic transmission of the proposal by such means as electronic mail or facsimile is not considered to be practical, and therefore, will not be accepted.

**GI 12 EVALUATION OF PRICE**

The price proposal must be submitted in Canadian dollars and will be evaluated HST excluded.

**GI 13 LIMITATION OF SUBMISSIONS**

1. While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per Proponent will be accepted, whether it is submitted by a firm as an individual Proponent or by that firm as part of a joint venture Proponent. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant firm may, therefore, be proposed as part of the Consultant Team by more than one Proponent.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Proponent or as part of a joint venture Proponent, shall be proposed as a member of another Proponent's Consultant Team, either as a sub-consultant or specialist consultant or as part of another joint venture Proponent. Failure to comply with this limitation will result in all submissions so involved being rejected.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

**GI 14 LICENSING REQUIREMENTS**

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial law in the province of the work.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent is satisfied that the proposed Consultant Team and Key Personnel are in compliance with the requirements of paragraph 1). The Proponent acknowledges that RCMP reserves the right to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.
3. Should a verification by RCMP disclose that the certification referred to in paragraph 2. is false or in error, RCMP shall have the right to reject a proposal.



## GI 15 ELIGIBILITY REQUIREMENTS

1. Proponents are advised that a Proponent may be deemed to be ineligible for selection at any time if:

- a) any firm or individual included in the Consultant Team has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 148 ("Selling defective stores to Her Majesty") of the Criminal Code;
- b) the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
- c) any firm or individual included in the Consultant Team has been declared ineligible, for selection for work with the department, which ineligibility would render the individual ineligible for selection for the work, or the portion of the work the individual is to perform, under any contractual arrangement resulting from submission of the proposal;
- d) with respect to current or prior transactions with the Government of Canada,
  - (i) the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - (ii) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to any firm or individual included in the Consultant Team;
  - (iii) Canada has previously exercised or intends to exercise the contractual remedy of taking the services out of the consultant's hands with respect to any commission or contract with any firm or individual included in the Consultant Team;
  - (iv) Canada determines that the performance of the Proponent on other contracts or commissions, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement which is the subject of the Initial Proposal.

2. Where Canada intends to declare a firm ineligible pursuant to the provisions contained in paragraph 1) above, other than provision 1)b), the Minister will so inform the firm and provide the firm ten (10) days within which to make representations, prior to making a final decision regarding the ineligibility of the firm.

## GI 16 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time

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permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

The Proponent certifies its status with the FCP-EE by completing the declaration form.

**GI 17 INSURANCE REQUIREMENTS**

The successful Proponent shall be required to obtain and maintain Professional Liability and Comprehensive General insurance coverage in accordance with the requirements set out elsewhere in the Request for Standing Offer documents.

No insurance requirement stipulated in the Request for Standing Offer documents should be construed as limiting any insurance required by federal, provincial or municipal law. Neither should it limit any coverage which the successful Proponent and other members of the Consultant Team may consider to be necessary for their own protection or to fulfill their obligations.

By virtue of submission of a proposal, the Proponent certifies that the Proponent and the other members of the Consultant Team as may be applicable are capable of obtaining, and will obtain and maintain liability insurance in accordance with the requirements set out in the proposal documents.

**GI 18 SECURITY REQUIREMENTS**

Proponents shall take note of, and comply with, any industrial security or facility security requirement which may be stipulated as a requirement in the proposal and Standing Offer documents. If industrial security or facility security is required, employees and staff of the Proponent and other members of the Consultant Team involved in the project implementation must either be in possession of, or agree to be investigated for, a valid, appropriate level of personnel security screening that may be required under the provisions of the Request for Standing Offer.

Proponents are hereby informed that some Call-ups against this Standing Offer will require various levels of RCMP security screening and/or clearance. RCMP will contact the successful proponents prior to each Call-up. A Security Requirements Checklist will be completed for each individual requirement and the level of security required will be determined prior to each call-up.

If security screening is required, each person involved in the project implementation must hold such security screening prior to the commencement of any work.

In all contractual arrangements with persons who are to be employed in the performance of the services, the successful Proponent shall make provision for the performance of any obligation that

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may be imposed upon the Proponent under the provisions of this clause.

**GI 19 LATE SUBMISSIONS**

It is RCMP policy to return, unopened, submissions delivered after the stipulated closing date and time.

**GI 20 IDENTITY OR LEGAL CAPACITY OF THE PROPONENT**

In order to establish the legal capacity under which a Proponent proposes to enter into a contractual arrangement, any Proponent who carries on business in other than its own personal name shall, if requested, provide proof of the legal capacity under which it carries on business prior to the contractual arrangement being entered into. Such proof may be in the form of a copy of the articles of incorporation or a copy of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

**GI 21 DEBRIEFING**

A debriefing will be provided, on request, only following entry by RCMP into a Standing Offer arrangement with the successful Proponent(s). Should a Proponent desire a debriefing, the proponent should contact the person identified on the front page of the Request for Standing Offer. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

**GI 22 FINANCIAL STATEMENTS**

In order to confirm a proponent's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the proposal evaluation phase, to current proponent financial information. If requested, the financial information to be provided shall include, but not be limited to, the proponent's most recent audited financial statements or financial statements certified by the proponent's chief financial officer.

Should the proponent provide the requested information to the Crown in confidence while indicating that the disclosed information is confidential, then the Crown will treat the information in a confidential manner as provided in the Access to Information Act.

In the event that a proposal is found to be non-compliant on the basis that the proponent is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the proponent.

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**STANDING OFFER PARTICULARS (SP)**

- SP 1 General
- SP 2 Notification of Withdrawal/Revision
- SP 3 Period of the Standing Offer
- SP 4 Call-Up Limitation
- SP 5 Call-Up Procedure
- SP 6 Invoicing

**STANDING OFFER PARTICULARS**

**SP 1 GENERAL**

1. The Consultant acknowledges that a Standing Offer is not a contract. It is an offer open to acceptance by RCMP.
2. The Consultant offers to provide and deliver to Canada, acting through and represented by the Minister of Public Safety, the services listed at the price(s) or on the pricing basis set out, as and when the Departmental Representative may request such services, in accordance with the following provisions.
3. It is understood and agreed that:
  - a) a Standing Offer Call-up shall form a contract only for those services which have been called-up, provided always that such call-up is made in accordance with the provisions of the Standing Offer;
  - b) the issue and distribution of the authorization to use this Standing Offer does not oblige Canada to authorize or order all or any of the services described in the Standing Offer;
  - c) Canada's liability shall be limited to that which arises from call-ups against the Standing Offer, made within the period specified;
  - d) Canada reserves the right to procure the specified services by means of contracts, Standing Offer, or by other contracting methods.
  - e) a Consultant providing services which are described in section Required Services RS 2. and those sections which follow shall not be eligible to compete as a consultant or sub-consultant for a project which may result from the provision of these services. This restriction shall also apply if the Consultant is involved in the development of a Project Brief, a Request for Proposal or similar documents for such project. A Consultant with whom RCMP has a Standing Offer arrangement is free to decline an individual call-up if the Consultant is interested in pursuing future commissions for such project.

**SP 2 NOTIFICATION OF WITHDRAWAL/REVISION**

In the event that the Consultant wishes to withdraw the Standing Offer after authority to call-up against a Standing Offer has been given, the Consultant shall provide no less than thirty (30) days' written notice to the Contracting Authority, unless otherwise indicated in the Standing Offer, in order that the Contracting Authority may inform all identified users. Such withdrawal of the Standing Offer shall not be effective until receipt of such notification by RCMP and the expiry of such notice period. The Consultant hereby agrees to fulfill any and all call-ups which may be made before the expiry of such notice period. If the period of the Standing Offer is extended, the Contracting Authority will issue a revision to the Standing Offer.

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**SP 3 PERIOD OF THE STANDING OFFER**

The period for placing call-ups against the Standing Offer shall be for one (1) year from the date of issuance of the Standing Offer with the option to extend for one (1) additional one (1) year period.

**SP 4 CALL-UP LIMITATION**

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$250,000.00 (HST Included). The call-up limitation includes fees and all related disbursements.

**SP 5 CALL-UP PROCEDURE**

1. Services will be called-up as follows:

The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be approached and considered using a distribution tracking system. This system will track all call-ups assigned to each consultant and will maintain a running total of the value of business distributed. The system will contain for each consultant an Ideal Business Distribution percentage which has been established as follows: 70% of the business for the top ranked consultant, and 30 % for the 2<sup>nd</sup> ranked consultant. In the event fewer than two (2) consultants are successful, the work distribution will be modified in similar proportions. The consultant who is furthest under the ideal amount of business that they should have received in relation to the other consultants will be selected for the next call-up.

The Consultant will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable.

The Contracting Authority is responsible for the management of the Standing Offer, and any changes to the Standing Offer must be authorized in writing by the Contracting Authority. The Consultant must not perform work in excess of or outside the scope of the Call-Up based on verbal or written requests or instructions from anybody other than the Contracting Authority.

A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.

2. The Consultant will be authorized by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

**SP 6 INVOICING**

1. For prompt processing of invoices, include the following information on each invoice for payment:

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- a) RCMP project number;
- b) Invoicing period with dates;
- c) Work done to justify invoice (short narrative) for services provided
- d) Summary of costs as follows:
  - Amount this invoice (1) Fees + HST = Total
  - Total previous invoices (2) Fees + HST = Total
  - Total invoiced to date (1+2) =(3) Fees + HST = Total
  - Agreed fees (4) Fees + HST = Total
  - Amount to complete (4-3) =(5) Fees + HST = Total
  - % Services completed this stage (6)
- e) Authorized signatures of the consultant and the date.

2. Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

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**TERMS AND CONDITIONS**

0220DA General Conditions (GC)  
0000DA Supplementary Conditions (SC)  
9998DA Terms of Payment (TP)  
9999DA Consultant Services and Departmental Responsibilities (SR)  
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0220DA General Conditions  
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**GC 1 Definitions**

Average Bank Rate means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.

Canada, Crown, Her Majesty or the Government means Her Majesty the Queen in right of Canada;

Construction Contract means a contract entered into between Canada and a Contractor for the construction of the Project;

Construction Contract Award Price means the price at which a Construction Contract is awarded to a Contractor;

Construction Cost Estimate means an anticipated amount for which a Contractor will execute the construction of the Project;

Construction Cost Limit means that portion of the total amount of Project funds which shall not be exceeded on construction of the Project;

Consultant means the party identified in the Standing Offer to perform the Consultant Services under the Standing Offer and any subsequent Call-up, and includes the officer or employee of the Consultant identified in writing by the Consultant;

Contracting Authority means the party identified on the front cover page, responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

Contractor means a person, firm or corporation with whom Canada enters, or intends to enter, into a Construction Contract;

Cost Plan means the allocation of proposed costs among the various elements of the Project, as described in the Project Brief or Terms of Reference;

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

Departmental Representative means the officer or employee of Canada identified to the consultant in writing to perform the Departmental Representative's duties under each Call-Up;

Mediation is a process of dispute resolution in which a neutral third party assists the parties involved in a dispute to negotiate their own settlement;

Minister includes a person acting for, or if the office is vacant, in place of, the Minister of Public Works and Government Services or the Minister of Public Safety and the Minister's successors in the office. Minister also includes the Minister's lawful deputy and any of the ministers or their representatives appointed for the purpose of the Standing Offer; Payroll Cost means the actual cost of any person employed by the Consultant or the Consultant's Sub-Consultants as a staff member, including principals employed as staff members, and includes an amount for salary,



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statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums, and such other employee benefits as may be approved by the Departmental Representative;

Project Brief or Terms of Reference means a document describing in sufficient detail the Services to be provided by the Consultant to permit the Consultant to proceed with the Services and may include general project information, scope of the work, site and design data, and time plan, specifically related to the Project;

Project Schedule means a time plan, including the sequence of tasks, milestone dates and critical dates which must be met for the implementation of the planning, design and construction phases of the Project;

Services means the Services provided by the Consultant and the Services required for the project as set forth in the Standing Offer and subsequent Call-up documents;

Specialist Consultant means any Architect, Professional Engineer, or other specialist, other than the Consultant, engaged by Canada directly or, at the specific request of Canada, engaged by the Consultant for "Additional Services";

Sub-Consultant means any Architect, Professional Engineer, or other specialist engaged by the Consultant for the Services included in the Standing Offer or any subsequent Call-up;

Technical Documentation includes designs, reports, photographs, physical models, surveys, drawings, specifications, computer software developed for the purpose of the Project, computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced and operating and maintenance manuals either prepared or collected for the Project.

## **GC 2 Interpretations**

1. Words importing the singular only also include the plural, and vice versa, where the context requires;
2. Headings or notes in the Standing Offer shall not be deemed to be part thereof, or be taken into consideration in its interpretation;
3. "Herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Standing Offer as a whole and not to any particular subdivision or part thereof.

## **GC 3 Successors and Assigns**

The Standing Offer shall inure to the benefit of, and be binding upon, the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

## **GC 4 Assignment**

1. The Call-Up shall not be assigned, in whole or in part, by the Consultant without the prior consent of the Minister. After a request for assignment has been received from the Consultant, a decision shall be given by the Minister to the Consultant in a timely manner.

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2. An assignment of the Call-Up without such consent shall not relieve the Consultant from any obligation under the Call-up, or impose any liability upon Canada or the Minister.

**GC 5 Not Applicable**

**GC 6 Indemnification**

1. The Consultant shall indemnify and save harmless Canada, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Consultant, its employees and agents, in the performance of the Services under the Call-up that may result from the Standing Offer.

2. The Consultant's liability to indemnify or reimburse Canada under the Standing Offer shall not affect or prejudice Canada from exercising any other rights under law.

**GC 7 Notices**

1. Any notice, request, direction, consent, decision, or other communication that is required to be given or made by either party pursuant to the Standing Offer, shall be in writing, and shall be deemed to have been effectively given when:

(a) served personally, on the day it is delivered;

(b) forwarded by registered mail, on the day the postal receipt is acknowledged by the other party; or

(c) forwarded by facsimile or other electronic means of transmission, one working day after it was transmitted.

2. The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

**GC 8 Suspension**

1. The Departmental Representative may require the Consultant to suspend the Services being provided, or any part thereof, for a specified or unspecified period.

2. If a period of suspension does not exceed sixty (60) days and when taken together with other periods of suspension does not exceed ninety (90) days, the Consultant shall, upon the expiration of that period, resume the performance of the Services in accordance with the terms of the Standing Offer and the relevant Call-up, subject to any agreed adjustment of the time schedule as referred to in SR 3 of clause 9999DA, Consultant Services and Departmental Responsibility.

3. If a period of suspension exceeds sixty (60) days or when taken together with other periods of suspension, the total exceeds ninety (90) days, and:

(a) the Departmental Representative and the Consultant agree that the performance of the Services shall be continued, then the Consultant shall resume performance of the Services, subject to any terms and conditions agreed upon by the Departmental Representative and the Consultant, or

(b) the Departmental Representative and the Consultant do not agree that the performance of the Services shall be continued, then the Call-Up shall be terminated by notice given by the Minister to the Consultant, in accordance with the terms of GC 9.

4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, Terms of

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Payment.

**GC 9 Termination**

The Minister may terminate any Call-up at any time, and the fees paid to the Consultant shall be in accordance with the relevant provisions in TP 9 of clause 9998DA, Terms of Payment.

**GC 10 Taking the Services Out of the Consultant's Hands**

1. The Minister may take all or any part of the Services out of the Consultant's hands and may employ reasonable means necessary to complete such Services in the event that:

(a) The Consultant has become insolvent or has committed an act of bankruptcy, and has neither made a proposal to the Consultant's creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, or

(b) the Consultant fails to perform any of the Consultant's obligations under the Standing Offer or any of the Call-ups or, in the Minister's opinion, so fails to make progress as to endanger performance of the Standing Offer or any of its call-ups, in accordance with its terms.

2. If the Consultant has become insolvent or has committed an act of bankruptcy, and has either made a proposal to the Consultant's creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the Consultant shall immediately forward a copy of the proposal or the notice of intention to the Contracting Authority.

3. Before the Services or any part thereof are taken out of the Consultant's hands under GC 10.1(b), the Departmental Representative shall provide notice to the Consultant, and may require such failure of performance or progress to be corrected. If within fourteen (14) days after receipt of such notice such default shall not have been corrected or corrective action initiated to correct such fault, the Minister may, by notice, without limiting any other right or remedy, take all or any part of the Services out of the Consultant's hands.

4. If the Services or any part thereof have been taken out of the Consultant's hands, the Consultant shall be liable for, and upon demand pay to Canada, an amount equal to all loss and damage suffered by Canada by reason of the non-completion of the Services by the Consultant.

5. If the Consultant fails to pay on demand for the loss or damage as a result of GC 10.4, Canada shall be entitled to deduct and withhold the same from any payments due and payable to the Consultant.

6. If the Services or any part thereof are taken out of the Consultant's hands as a result of GC 10.1(b) and GC 10.3, the amount referred to in GC 10.5 shall remain in the Consolidated Revenue Fund until an agreement is reached or a decision of a court or tribunal is rendered. At that time the amount, or any part of it, which may become payable to the Consultant shall be paid together with interest from the due date referred to in TP 2 of clause 9998DA, Terms of Payment, and in accordance with the terms of the Standing Offer.

7. The taking of the Services, or any part thereof, out of the Consultant's hands does not relieve or discharge the Consultant from any obligation under the Standing Offer or Call-up, or imposed upon the Consultant by law, in respect to the Services or any part thereof that the Consultant has performed.

### **GC 11 Time and Cost Records to be Kept by the Consultant**

1. Time charged and the accuracy of the Consultant's time recording system may be verified by the Departmental Representative before or after payment is made to the Consultant under the terms and conditions of the Call up.
2. The Consultant shall keep accurate time and cost records and, if required for the purposes of the Standing Offer, shall make these documents available at reasonable times to the Departmental Representative who may make copies and take extracts therefrom.
3. The Consultant shall afford facilities for audit and inspection at mutually acceptable times and at places where the relevant documents are located, and shall provide the Departmental Representative with such information as may be required from time to time with reference to the documents referred to in GC 11.2.
4. The Consultant shall, unless otherwise specified, keep the time sheets and cost records available for audit and inspection for a period of at least two (2) years following completion of the Services.
5. If the verification is done after payment, the Consultant agrees to repay any overpayment immediately upon demand by Canada.

### **GC 12 National or Departmental Security**

1. If the Departmental Representative is of the opinion that the Project is of a class or kind that involves national or departmental security, the Consultant may be required:
  - (a) to provide any information concerning persons employed for purposes of the Standing Offer unless prohibited by law;
  - (b) to remove any person from the Project and its site if that person cannot meet the prescribed security requirements; and
  - (c) to retain the Project Technical Documentation while in the Consultant's possession in a manner specified by the Departmental Representative.
2. Notwithstanding the provisions of GC 13, if the Project is of a class or kind that involves national or departmental security, the Consultant shall not issue, disclose, discard or use the Project Technical Documentation on another project without the written consent of the Departmental Representative.

### **GC 13 Rights to Intellectual Property**

#### **1. Definitions**

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the Consultant, the Consultant's Sub-Consultants, or any other entity engaged by the Consultant in the performance of the Services;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the Services and all other Technical Output conceived, developed, produced or implemented as part of the Services;

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"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output" means: (i) all information of a scientific, technical, or artistic nature relating to the Services, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Project; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Project; and (iii) operating and maintenance manuals prepared or collected for the Project; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Project. Technical Output does not include data concerned with the administration of the Agreement by Canada or the Consultant, such as internal financial or management information, unless it is a deliverable under the terms of the Agreement.

## 2. Identification and Disclosure of Foreground

The Consultant shall:

- (a) promptly report and fully disclose to the Minister all Foreground that could be Inventions, and shall report and fully disclose to the Minister all other Foreground not later than the time of completion of the Services or such earlier time as the Minister or the Agreement may require, and
- (b) for each disclosure referred to in (a), indicate the names of all Sub-Consultants at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the Consultant the Minister shall have the right to examine all records and supporting data of the Consultant which the Minister reasonably decides is pertinent to the identification of the Foreground.

## 3. IP Rights Vest with Consultant

Subject to articles GC 13.10 and GC 13.11 and the provisions of GC 12 National or Departmental Security, and without affecting any IP Rights or interests therein that have come into being prior to the Agreement or that relate to information or data supplied by Canada for the purposes of the Agreement, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the Consultant.

## 4. Ownership Rights in Deliverables

Notwithstanding the Consultant's ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, Canada shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

## 5. Licence to Foreground

Without limiting any implied licences that may otherwise vest in Canada, and in consideration of

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Canada's contribution to the cost of development of the Foreground, the Consultant hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the Consultant pursuant to article GC 13.3, for the purpose of:

- (a) the construction or implementation of any building, built works, structures and facilities, contemplated by the Project;
- (b) the further development or alteration or evolution of any part of the constructed or implemented Project, including procurement of materials and components for this purpose;
- (c) the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as Canada may require for the purposes of the completion, utilization and subsequent evolution of the Project;
- (d) the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Project, including the procurement of replacement materials and components required for any such purpose; and
- (e) the publishing and transmission of reproductions of the Project or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

**6. Licence to Foreground for Other Projects**

The Consultant hereby grants to Canada a non-exclusive, perpetual, world-wide, irrevocable licence to exercise all IP Rights that vest in the Consultant pursuant to paragraph GC 13.3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Project, and for any purpose set out in paragraph GC 13.5 as it relates to such other project. In the event that Canada exercises such IP Rights in an other project, and provided that Canada does not already have equivalent rights under a previous contract or otherwise, Canada agrees to pay to the Consultant reasonable compensation determined in accordance with current industry practice and having regard to Canada's contribution to the cost of development of the Foreground. The Consultant shall ensure that in any sale, assignment, transfer or licence of any of the IP Rights that vest in the Consultant under this Agreement, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The Consultant shall also ensure that any such purchaser, assignee, transferee or licensee of the IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

**7. Licence to Background**

Without limiting any implied licences that may otherwise vest in Canada, the Consultant hereby grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise such of the IP Rights in any Background incorporated into the Services or necessary for the performance of the Services as may be required

- (a) for the purposes contemplated in article GC 13.5 and GC 13.6;
- (b) for disclosure to any contractor engaged by Canada, or bidder for such a contract, to be used solely for a purpose set out in article GC 13.5 and GC 13.6; and the Consultant agrees to make any such Background available to Canada upon request.

**8. Canada's Right to Disclose and Sub-license**

The Consultant acknowledges that Canada may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in article GC 13.5, GC 13.6 and GC 13.7. The Consultant agrees that Canada's licence in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-license or otherwise authorize the use of that Foreground and

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Background by any contractor or consultant engaged by Canada for the purpose of carrying out such a contract.

**9. Consultant's Right to Grant Licence**

(a) The Consultant represents and warrants that the Consultant has, or the Consultant shall obtain without delay, the right to grant to Canada the licence to exercise the IP Rights in the Foreground and the Background as required by the Agreement.

(b) Where the IP Rights in any Background or Foreground are or will be owned by a Sub-Consultant, the Consultant shall either obtain a licence from that Sub-Consultant that permits compliance with articles GC 13.5, GC 13.6 and GC 13.7 or shall arrange for the Sub-Consultant to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister no later than the time of disclosure to Canada of that Background and Foreground.

**10. Trade Secrets and Confidential Information**

The Consultant shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of this contract.

**11. Canada Supplied Information**

(a) Where performance of the Services involves the preparation of a compilation using information supplied by Canada, then the IP Rights that shall vest under paragraph 13.3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by Canada. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such Canada supplied information shall vest in Canada. The Consultant agrees that the Consultant shall not use or disclose any Canada supplied information for any purpose other than completing the performance of the Services. The Consultant shall maintain the confidentiality of such information. Unless the Agreement otherwise expressly provides, the Consultant shall deliver to Canada all such information together with every copy, draft, working paper and note thereof that contains such information upon the completion or termination of the Agreement, or at such earlier time as the Minister may require.

(b) If the Consultant wishes to make use of any Canada supplied information that was supplied for purposes of the Agreement, for the commercial exploitation or further development of any of the Foreground, then the Consultant may make a written request for a licence to exercise the required IP Rights in that Canada supplied information, to the Minister. The Consultant shall give the Minister an explanation as to why such a licence is required. Should the Minister agree to grant such a licence, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to Canada.

**12. Transfer of IP Rights**

(a) If the Minister takes the Services out of the Consultant's hands in accordance with GC 10 of the General Conditions, in whole or in part, or if the Consultant fails to disclose any Foreground in accordance with article GC 13.2, the Minister may upon reasonable notice, require the Consultant to convey to Canada all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a Sub-Consultant. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a Sub-Consultant, the Consultant shall not be obligated to convey those IP Rights to Canada, but shall pay to Canada on demand an amount equal to the consideration which the Consultant received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or licence fees.

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(b) In the event of the issuance by the Minister of a notice referred to in (a), the Consultant shall, at the Consultant's own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as Canada may require, and the Consultant shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

(c) Until the Consultant completes the performance of the Services and discloses all of the Foreground in accordance with article GC 13.2, and subject to the provisions of GC 12 National or Departmental Security, the Consultant shall not, without the prior written permission of the Minister, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.

(d) In any sale, assignment, transfer or licence of IP Rights in Foreground by the Consultant except a sale or licence for end use of a product based on Foreground, the Consultant shall impose on the other party all of its obligations to Canada in relation to the IP Rights in the Foreground and any restrictions set out in the Agreement on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The Consultant shall promptly notify Canada of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

**GC 14 Conflict of Interest**

1. The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out the Services, and should such an interest be acquired during the life of the Standing Offer, the Consultant shall declare it immediately to the Departmental Representative.

2. The Consultant shall not have any tests or investigations carried out by any persons, firms, or corporations, that may have a direct or indirect financial interest in the results of those tests or investigations.

3. The Consultant shall not submit, either directly or indirectly, a bid for any Construction Contract related to the Project.

4. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Standing Offer or subsequent Call-ups.

**GC 15 Status of Consultant**

1. The Consultant is engaged under the Standing Offer through a Call-up as an independent Consultant for the sole purpose of providing Services.

2. Neither the Consultant nor any of the Consultant's employees shall be regarded as employees or agents of Canada.

3. The Consultant, as employer, agrees to be solely responsible for any and all payments and



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deductions required to be made by law, including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, and Income Tax.

**GC 16 Declaration by Consultant**

The Consultant declares that:

- (a) based on the information provided pertaining to the Services required under the Standing Offer, the Consultant has been provided sufficient information by the Departmental Representative to enable the Services required under the Standing Offer to proceed and is competent to perform the Services and has the necessary licences and qualifications including the knowledge, skill and ability to perform the Services; and
- (b) the quality of Services to be provided by the Consultant shall be consistent with generally accepted professional standards and principles.

**GC 17 Insurance Requirements**

1. General

- a) The Consultant and the other members of the Consultant Team shall have in place the appropriate liability insurance coverage as required and shall maintain all required insurance policies as required herein.
- b) The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c) The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.
- d) Any insurance coverages additional to those required herein that the Consultant and the other members of the Consultant Team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

2. Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000.00 per occurrence; an aggregate limit of not less than \$5,000,000.00 within any policy year.
- b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Safety as an Additional Insured, with respect to liability arising out of the performance of the Services.

3. Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) The following provision must be incorporated into the conditions of the Consultant's Professional Liability insurance coverage: "Notice of Cancellation of Insurance Coverage: The Insurer agrees to give the Contracting Authority at least thirty (30) days' prior written notice of any policy cancellation."

**GC 18 Resolution of Disagreements**

- 1. In the event of a disagreement regarding any aspect of the Services or any instructions given under the Standing Offer and subsequent Call-ups:

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- (a) The Consultant may give a notice of disagreement to the Departmental Representative. Such notice shall be promptly given and contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the relevant clauses of the Standing Offer and Call-up;
- (b) The Consultant shall continue to perform the Services in accordance with the instructions of the Departmental Representative; and
- (c) The Consultant and the Departmental Representative shall attempt to resolve the disagreement by negotiations conducted in good faith. The negotiations shall be conducted, first, at the level of the Consultant's project representative and the Departmental Representative and, secondly and if necessary, at the level of a principal of the Consultant firm and a senior departmental manager.
2. The Consultant's continued performance of the Services in accordance with the instructions of the Departmental Representative shall not jeopardize the legal position of the Consultant in any disagreement.
3. If it was subsequently agreed or determined that the instructions given were in error or contrary to the Standing Offer or Call-up, Canada shall pay the Consultant those fees the Consultant shall have earned as a result of the change(s) in the Services provided, together with those reasonable disbursements arising from the change(s) and which have been authorized by the Departmental Representative.
4. The fees mentioned in GC 18.3 shall be calculated in accordance with the Terms of Payment set out in the Standing Offer and the relevant Call-up.
5. If the disagreement is not settled, the Consultant may make a request to the Departmental Representative for a written departmental decision and the Departmental Representative shall give notice of the departmental decision within fourteen (14) days of receiving the request, setting out the particulars of the response and any relevant clauses of the Standing Offer or Call-up.
6. Within fourteen (14) days of receipt of the written departmental decision, the Consultant shall notify the Departmental Representative if the Consultant accepts or rejects the decision.
7. If the Consultant rejects the departmental decision, the Consultant, by notice may refer the disagreement to Mediation.
8. If the disagreement is referred to Mediation, the Mediation shall be conducted with the assistance of a skilled and experienced mediator chosen by the Consultant from a list of mediators proposed by the Minister, and departmental Mediation procedures shall be used unless the parties agree otherwise.
9. Negotiations conducted under the Standing Offer and any resulting Call-up, including those conducted during Mediation, shall be without prejudice.

**GC 19 Members of House of Commons**

No member of the House of Commons shall be admitted to any share or part of the Standing Offer, or to any benefit that may arise therefrom.

**GC 20 Amendments**

The Standing Offer or any resulting Call-up may not be amended, or modified, nor shall any of its terms and conditions be waived, except by Agreement in writing executed by both parties.

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**GC 21 Entire Agreement**

The Standing Offer and associated Call-ups constitutes the entire agreement between the parties with respect to the subject matter of the Standing Offer, and supersedes all previous negotiations, communications and other arrangements relating to it, unless incorporated by reference herein.

**GC 22 Lobbyist Certification - Contingency Fees**

1. The Consultant certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of the Standing Offer to any person other than an employee acting in the normal course of the employee's duties.
2. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Standing Offer shall be subject to the accounts and audit provisions of the Standing Offer.
3. If the Consultant certifies falsely under this section or is in default of the obligations contained therein, the Minister may either take the services out of the Consultant's hands in accordance with the conditions of the Standing Offer or recover from the Consultant by way of reduction to the Basic Fee or otherwise the full amount of the contingency fee.
4. In this clause,

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

"Employee" means a person with whom the Consultant has an employer/employee relationship.

"Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act, R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

**GC 23 Non-discrimination in Hiring and Employment Practices**

1. For the purpose of this General Condition, "person" includes the Consultant, the Consultant's Sub-Consultants and other firms forming the Consultant team, and their respective employees, agents, licensees or invitees, and any other individual involved in the performance of the work.
2. The Consultant shall not refuse to employ and will not discriminate in any manner against any person because
  - (a) of that person's race, national origin, colour, religion, age, sex or marital status,
  - (b) of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person, or
  - (c) a complaint has been made or information has been given by or in respect of that person

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relating to an alleged failure by the Consultant to comply with GC 23.2(a) and GC 23.2(b) above.

3. Within two (2) working days immediately following receipt of a written complaint pursuant to GC 23.2 above, the Consultant shall

- (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint; and
- (b) forward a copy of the complaint to the Departmental Representative by registered mail.

4. Within twenty four (24) hours immediately following receipt of a direction from the Departmental Representative to do so, the Consultant shall cause to have removed from the Consultant team any person or persons whom the Departmental Representative believes to be in breach of the provisions of GC 23.2 above.

5. No later than thirty (30) days after receipt of the direction referred to in GC 23.4 above, the Consultant shall cause the necessary action to be commenced to remedy the breach described in the direction.

6. If a direction is issued pursuant to GC 23.4 above, Canada may withhold from monies that are due and payable to the Consultant an amount representing the sum of the costs and payment referred to in GC 23.8 and GC 23.9 below.

7. If the Consultant fails to proceed in accordance with GC 23.6 above, the Departmental Representative shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred as a result by Canada.

8. Canada may make a payment directly to the complainant from monies that are due and payable to the Consultant upon receipt from the complainant of:

- (a) A written award issued pursuant to the federal Commercial Arbitration Act, R.S., 1985, c. C-34.6; or
- (b) a written award issued pursuant to the Canadian Human Rights Act, R.S., 1985, c.H-6; or
- (c) a written award issued pursuant to provincial or territorial human rights legislation; or
- (d) a judgment issued by a court of competent jurisdiction.

9. The Consultant shall be liable for and upon demand shall pay to Canada the supplementary costs referred to in GC 23.8. If the Consultant fails to make payment on demand, Canada may deduct the same from any amount due and payable to the Consultant.

10. A payment made pursuant to GC 23.8 is, to the extent of the payment, a discharge of Canada's liability to the Consultant under the terms of the Standing Offer and may be deducted from any amount due and payable to the Consultant.

11. If the Departmental Representative is of the opinion that the Consultant has breached any of the provisions of this General Condition, the Minister may take the services out of the Consultant's hands pursuant to GC 10.

12. The Consultant shall ensure that the provisions of this General Condition are included in all agreements and contractual arrangements entered into as a consequence of the services provided under this Standing Offer and any subsequent Call-ups.

**GC 24 Changes in Taxes and Duties**

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1. In the event of any change (including a new imposition or repeal), on or after the date of submission of the proposal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the cost to the Consultant of the Services, the amount payable to the Consultant shall be adjusted to reflect the increase or decrease in the cost to the Consultant.
2. There shall be no adjustment under paragraph 1 in respect of any change that would increase the cost to the Consultant of the Services if public notice of the change was given before the proposal submission date in sufficient detail to permit the Consultant to have calculated the effect on the Consultant's cost before that date.
3. The Consultant shall forward to the Minister a certified statement showing the increase or decrease in cost to the Consultant that is directly attributable to the change in the imposition. The Minister or the Departmental Representative may verify the increase or decrease in cost by audit.

**GC 25 Provincial Sales Tax**

1. Federal government departments and agencies are not required to pay any ad valorem sales tax levied by the province in which the taxable goods or services are delivered. This exemption is provided to federal government departments and agencies under the authority of the following:  
(a) Provincial Sales Tax Exemption Licence Numbers, for the provinces of:

Prince Edward Island OP-10000-250  
Ontario 11708174G  
Manitoba 390-516-0  
British Columbia 005521

- (b) An Exemption Certification, for Quebec, Saskatchewan, the Yukon Territory, and the Northwest Territories, which certifies that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the federal government with Canada funds, and are therefore not subject to provincial/territorial sales and consumption taxes.
2. Currently, in Alberta, Saskatchewan, the Yukon Territory, and the Northwest Territories, provincial sales taxes do not apply to goods or services delivered to the federal government.
3. The Consultant is not exempt from paying provincial sales tax under the above Exemption Licence Numbers or Exemption Certification. The Consultant is required to pay Provincial Sales Tax on taxable goods or services used or consumed in the performance of the Contract (as per appropriate provincial legislation), including material incorporated into real property.

**GC 26 Harmonized Sales Tax (HST)**

1. All prices and amounts of money in the agreement are exclusive of HST, as applicable, unless otherwise indicated.
2. Any amount levied in respect of the HST will be billed as a separate item in invoices and will be paid in addition to the amount approved for Services performed, in accordance with TP 2.
3. The Consultant agrees to remit to the Canada Customs and Revenue Agency any amounts of HST paid or due.

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**GC 27 Tax Withholding of 15 Percent**

If the Consultant is a non-resident entity as defined in the Income Tax Act, the Consultant acknowledges and agrees that, pursuant to the provisions of that Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Consultant for services performed in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

**GC 28 Changes in the Consultant team**

1. Should an entity or person named in the Consultant's proposal as an entity or person who is to perform the Services or part of the Services be unable to perform or complete the Services, the Consultant shall obtain the concurrence of the Departmental Representative prior to performing or completing the Services, or entering into an agreement with another equally qualified entity or person to perform or complete the Services, such concurrence not to be unreasonably withheld.

2. In seeking to obtain the concurrence of the Departmental Representative referred to in paragraph 1, the Consultant shall provide notice in writing to the Departmental Representative containing:

- (a) the reason for the inability of the entity or person to perform the Services;
- (b) the name, qualifications and experience of the proposed replacement entity or person, and
- (c) if applicable, proof that the entity or person has the required security clearance granted by Canada.

3. The Consultant shall not, in any event, allow performance of any part of the Services by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the Departmental Representative shall not relieve the Consultant from responsibility to perform the Services.

4. The Departmental Representative, with the authority of the Minister, may order the removal from the Consultant Team of any unauthorized replacement entity or person and the Consultant shall immediately remove the entity or person from the performance of the Services and shall , in accordance with paragraphs 1. and 2., secure a further replacement.

5. The fact that the Departmental Representative does not order the removal of a replacement entity or person from the performance of the Services shall not relieve the Consultant from the Consultant's responsibility to meet all the Consultant's obligations in the performance of the Services.

**GC 29 Joint and Several Liability**

If at any time there is more than one legal entity constituting the Consultant, their covenants under the Agreement shall be considered to be joint and several and apply to each and every entity. If the Consultant is or becomes a partnership or joint venture, each legal entity who is a member or becomes a member of the partnership or joint venture or its successors is and continues to be jointly and severally liable for the performance of the work and all the covenants of the Consultant pursuant to the Agreement, whether or not that entity ceases to be a member of the partnership, joint venture or its successor.

**GC 30 Federal Contractors Program for Employment Equity – Certification**

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Where the Consultant has certified in its proposal its status with the Federal Contractors Program for Employment Equity; the Consultant acknowledges that the Minister has relied upon such certification to enter into this Contract. Such certification may be verified in such manner as the Minister may reasonably require. The Consultant acknowledges that in the event of a misrepresentation, the Minister shall have the right to terminate the Contract.

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**0000DA Supplementary Conditions**

**SC 1 International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at:  
<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

2. The Consultant must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

3. The Consultant must comply with changes to the regulations imposed during the period of the Contract. The Consultant must immediately advise Canada if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with the terms and conditions of the Contract.

**SC 2 Language Requirements**

1. Communication between Canada and the Consultant shall be in the language of choice of the Consultant Team, which shall be deemed to be the language of the Consultant's proposal.

2. The Consultant's services during tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders) shall be provided expeditiously in both languages, as necessary.

3. The Consultant's services during construction shall be provided in the language of choice of the Contractor. The successful bidder(s) will be asked to commit to one or other of Canada's official languages upon award of the Construction Contract and, thereafter construction and contract administration services will be conducted in the language chosen by the Contractor.

4. Other required services in both Canada official languages (such as construction documentation) are described in detail in the Standing Offer Brief.

5. The Consultant Team, including the Prime Consultant, Sub-Consultants and Specialists Consultants shall ensure that the services being provided in either language shall be to a professional standard.



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**9998DA Terms of Payment**

**TP 1 Fees**

1. Subject to the terms and conditions of Standing Offer, and in consideration for the performance of the Services, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein.
2. The Consultant's fees are only payable when the Consultant has performed the Services as determined by the Departmental Representative. Payment in respect of a Service, or part of a Service, is not to be deemed a waiver of Canada's rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the Consultant.
3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

**TP 2 Payments to the Consultant**

1. The Consultant shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The properly submitted invoice shall be an invoice delivered to the Departmental Representative in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
  - (a) the amount of the progress payment being claimed for Services satisfactorily performed,
  - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
  - (c) the total amount which shall be the sum of the amounts referred to in TP 2.2(a) and TP 2.2(b).
3. The amount of the tax shown on the invoice shall be paid by Canada to the Consultant in addition to the amount of the progress payment for Services satisfactorily performed.
4. The Departmental Representative shall notify the Consultant within fifteen (15) days after the receipt of an invoice of any error or missing information therein. Payment shall be made not later than thirty (30) days after receipt of the corrected invoice or the required information.
5. Upon completion of each Call-up, the Consultant shall provide a Statutory Declaration evidencing that all the Consultant's financial obligations for Services rendered to the Consultant or on the Consultant's account, in connection with the Call-up, have been satisfied.
6. Upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, of an alleged non payment to the Sub-Consultant, the Departmental Representative may provide the Sub-Consultant with a copy of the latest approved progress payment made to the Consultant for the Services.
7. Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Consultant not later than thirty (30) days after receipt of a properly submitted invoice, together with the Statutory Declaration in accordance with TP 2.5.

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**TP 3 Delayed Payment**

1. If Canada delays in making a payment that is due in accordance with TP 2, the Consultant will be entitled to receive interest on the amount that is overdue for the period of time as defined in TP 3.2 including the day previous to the date of payment. Such date of payment shall be deemed to be the date on the cheque given for payment of the overdue amount. An amount is overdue when it is unpaid on the first day following the due date described in TP 2.1.
2. Interest shall be paid automatically on all amounts that are not paid by the due date or fifteen (15) days after the Consultant has delivered a Statutory Declaration in accordance with TP 2.5 or TP 2.7, whichever is the later.
3. The rate of interest shall be the Average Bank Rate plus 3 percent per year on any amount which is overdue pursuant to TP 3.1.

**TP 4 Claims Against, and Obligations of, the Consultant**

1. Canada may, in order to discharge lawful obligations of and satisfy lawful claims against the Consultant by a Sub-Consultant, with whom the Consultant has a direct contract, for Services rendered to, or on behalf of, the Consultant, pay an amount from money that is due and payable to the Consultant directly to the claimant Sub-Consultant.
2. For the purposes of TP 4.1 a claim shall be considered lawful when it is so determined:
  - (a) by a court of legal jurisdiction, or
  - (b) by an arbitrator duly appointed to arbitrate the said claim, or
  - (c) by a written notice delivered to the Departmental Representative and signed by the Consultant authorizing payment of the said claim or claims.
3. A payment made pursuant to TP 4.1 is, to the extent of the payment, a discharge of Canada's liability to the Consultant under a specific Call-up and will be deducted from any amount payable to the Consultant under any active Call-up.
4. TP 4.1 shall only apply to claims and obligations
  - (a) The notification of which has set forth the amount claimed to be owing and a full description of the Services or a part of the Services for which the claimant has not been paid. The notification must be received by the Departmental Representative in writing before the final payment is made to the Consultant and within one hundred twenty (120) days of the date on which the claimant (1) should have been paid in full under the claimant's Agreement with the Consultant where the claim is for an amount that was lawfully required to be held back from the claimant; or
  - (2) performed the last of the Services pursuant to the claimant's Agreement with the Consultant where the claim is not for an amount referred to in TP 4.4(a)(1), and (b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in TP 4.4(a) was received by the Departmental Representative.
5. Canada may, upon receipt of a notification of claim referred to in TP 4.4(a), withhold from any amount that is due and payable to the Consultant pursuant to a Call-up the full amount of the claim or any portion thereof.

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6. The Departmental Representative shall notify the Consultant in writing of receipt of any notification of claim and of the intention of Canada to withhold funds pursuant to TP 4.5. The Consultant may, at any time thereafter and until payment is made to the claimant, post with Canada, security in a form acceptable to Canada in an amount equal to the value of the said claim. Upon receipt of such security Canada shall release to the Consultant any funds which would be otherwise payable to the Consultant, that were withheld pursuant to the provision of TP 4.5.

7. The Consultant shall discharge all lawful obligations and shall satisfy all lawful claims against the Consultant for Services rendered to, or on behalf of, the Consultant in respect of this Standing Offer at least as often as this Standing Offer requires Canada to discharge its obligations to the Consultant.

**TP 5 No Payment for Errors and Omissions**

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

**TP 6 Payment for Changes and Revisions**

1. Payment for any additional or reduced Services authorized by the Departmental Representative, prior to their performance, and for which a basis of payment has not been established at the time of execution of the Call-up, shall be in an amount or amounts to be mutually agreed upon from time to time, subject to these Terms of Payment and the approval of the Minister.
2. Payment for additional Services not identified at the time of execution of the Call-up shall be made only to the extent that
  - (a) the additional Services are Services that are not included in stated Services in the Call-Up; and
  - (b) The additional Services are required for reasons beyond the control of the Consultant

**TP 7 Extension of Time**

If, and to the extent that, the time for completion of the Construction Contract is exceeded or extended through no fault of the Consultant in the opinion of Canada, payment for the Services required for such extended period of the contract administration shall be subject to review and equitable adjustment.

**TP 8 Suspension Costs**

1. During a period of suspension of the Services pursuant to GC 8 of clause 0220DA, General Conditions, the Consultant shall minimize all costs and expenses relating to the Services that may occur during the suspension period.
2. Within fourteen (14) days of notice of such suspension, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses, if any, that the Consultant expects to incur during the period of suspension, and for which the Consultant will request reimbursement.
3. Payment shall be made to the Consultant for those costs and expenses that, in the opinion of Canada, are substantiated as having been reasonably incurred during the suspension period.

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**TP 9 Termination Costs**

1. In the event of termination of any Call-up pursuant to GC 9 of clause 0220DA, General Conditions, Canada shall pay, and the Consultant shall accept in full settlement, an amount based on these Terms of Payment, for Services satisfactorily performed, plus an amount to compensate the Consultant for reasonable costs and expenses, if any, that are related to the Services not performed and incurred after the date of termination.
2. Within fourteen (14) days of notice of such termination, the Consultant shall submit to the Departmental Representative a schedule of costs and expenses incurred plus any additional costs that the Consultant expects to incur after the date of termination, and for which the Consultant will request reimbursement.
3. Payment shall be made to the Consultant for those costs and expenses that in the opinion of Canada are substantiated as having been reasonably incurred after the date of termination.

**TP 10 Disbursements**

1. Subject to any provisions specifically to the contrary in the Agreement Particulars, the following disbursements reasonably incurred by the Consultant, that are related to the Services and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:
  - (a) reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Project Brief;
  - (b) project related travel and accommodation additional to that specified in the Project Brief shall be reimbursed in accordance with current Treasury Board Travel Policy.
2. The following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
  - (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members offices;
  - (b) Plotting;
  - (c) Presentation material;
  - (d) Parking fees;
  - (e) Taxi charges;
  - (f) Travel time;
  - (g) Travel expenses; and
  - (h) Local project office.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Agreement Particulars clause herein, without the prior authorization of the Departmental Representative.

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**9999DA Consultant Services and Departmental Responsibilities**

**SR 1 Services**

The Consultant shall perform the Services described herein and in any subsequent Call-up, in accordance with the terms and conditions of this Standing Offer.

**SR 2 Standard of Care**

In performing the services, the Consultant shall provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures developed by professional bodies in the performance of the services at the time when and the location in which the Services are provided.

**SR 3 Time Schedule**

The Consultant shall:

- (a) submit in a timely manner to the Departmental Representative, for approval, a time schedule for the Services to be performed, in detail appropriate to the size and complexity of the Project, and in a format as requested by the Departmental Representative;
- (b) adhere to the approved time schedule and, if changes in the approved time schedule become necessary, indicate the extent of, and the reasons for such changes, and obtain the approval of the Departmental Representative.

**SR 4 Project Information, Decisions, Acceptances, Approvals**

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

**SR 5 Changes in Services**

The Consultant shall:

- (a) make changes in the Services to be provided for the Project, including changes which may increase or decrease the original scope of Services, when requested in writing by the Departmental Representative; and
- (b) prior to commencing such changes, advise the Departmental Representative of any known and anticipated effects of the changes on the Construction Cost Estimate, Consultant fees, Project Schedule, and other matters concerning the Project.

**SR 6 Codes, By-Laws, Licences, Permits**

The Consultant shall comply with all statutes, codes, regulations and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licences and permits required for the project may be applied for and obtained.

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**SR 7 Provision of Staff**

The Consultant shall, on request, submit to the Departmental Representative for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by the Consultant to provide the Services identified in the Call-up and, on request, submit any subsequent changes to the Departmental Representative for approval.

**SR 8 Sub-Consultants**

1. The Consultant shall:

- (a) prior to any Call-up notify the Departmental Representative of any other sub-consultants with whom the Consultant intends to enter into Agreements for part of the Services and, on request, provide details of the terms, and Services to be performed under the said Agreements and the qualifications and names of the personnel of the Sub-Consultants proposed to be employed on any Call-up;
- (b) include in any Agreements entered into with sub-consultants such provisions of this Standing Offer as they apply to the Sub-Consultants' responsibilities; and
- (c) upon written notice by a Sub-Consultant, with whom the Consultant has a direct contract, inform the Sub-Consultant of the Consultant's obligations to the Sub-Consultant under this Standing Offer.

2. The Departmental Representative may object to any Sub-Consultant within six (6) days of receipt of notification given in accordance with SR 8.1(a) and, on notification of such objection, the Consultant shall not enter into the intended Agreement with the Sub-Consultant.

3. Neither an Agreement with a Sub-Consultant nor the Departmental Representative's consent to such an Agreement by the Consultant shall be construed as relieving the Consultant from any obligation under this Standing Offer or subsequent Call-ups, or as imposing any liability upon Canada.

**SR 9 Cost Control**

If the services required under a call-up are for a construction project, the following will apply:

1. Throughout Project development, the Construction Cost Estimate prepared by the Consultant shall not exceed the Construction Cost Limit.
2. In the event that the Consultant considers that the Construction Cost Estimate will exceed the Construction Cost Limit, the Consultant shall notify the Departmental Representative and (a) if the excess is due to factors under the control of, or reasonably foreseeable by the Consultant, the Consultant shall, if requested by the Departmental Representative, and at no additional cost to Canada, make such changes or revisions to the design as may be necessary to bring the Construction Cost Estimate within the Construction Cost Limit; or (b) if the excess is due to factors that are not under the control of the Consultant, changes or revisions may be requested by the Departmental Representative. Such changes or revisions shall be undertaken by the Consultant at Canada's expense, and the cost involved shall become an amount to be mutually agreed, prior to performance of the said changes or revisions.
3. If the lowest price obtained by bid process or negotiation exceeds the Construction Cost Limit, and if the excess is due to reasons within the control of, or reasonably foreseeable by the Consultant, the Consultant shall, if requested by the Departmental Representative, and without additional charge, shall be fully responsible for revising the Project scope and quality as required to

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reduce the construction cost and shall modify the construction documents as necessary to comply with the Construction Cost Limit.

**2000DA Calculation of Fees**

**CF 1 Fee Arrangement(s) for Services**

1. The fee to be paid to the Consultant for the Services pursuant to any Call-up, shall be determined by one or more of the following methods:

(a) Fixed Fee:

The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the Departmental Representative and the Consultant.

(b) Time Based Fee to an Upset Limit:

An upset limit will be established by the Departmental Representative, and the Consultant will be paid for actual work performed using the applicable hourly rate(s) for such work.

2. Maximum Amount(s) Payable

The maximum amount(s) that applies (apply) to the Services to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of the Departmental Representative with the approval of the Minister.

**CF 2 Payments for Services**

1. Payments in respect of the fixed fee shall be made upon satisfactory performance of the Services but such payments shall not exceed the amount(s) as specified in the Call-up, for each Service.

2. Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the Services but such payments shall not exceed the amount(s) as specified in the Call-up, for each Service.

3. Progress payments, in respect of all fee arrangements, shall be made in accordance with TP 2 in clause 9998DA, Terms of Payment, of the Standing Offer, but such payments shall not exceed the value of the fee indicated for each Service under consideration.

4. If, for reasons attributable to the Consultant, a price cannot be obtained by a tender or negotiation within the Construction Cost Limit, or acceptable to the Departmental Representative for the award of the Construction Contract, the Consultant shall be entitled to receive payment for the tender call, bid evaluation and construction contract award Services, only when the requirements of SR 9.3, in clause 9999DA, Consultant Services and Departmental Responsibilities, have been met.

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**STANDING OFFER BRIEF**

General Project Objectives (for call-ups)

GPO 1 Project Objectives

GPO 2 Issues

Description of Services

PA 1 Project Administration

Required Services

RS 1 Pre-Design Services

RS 2 Schematic Design

RS 3 Design Development

RS 4 Construction Documents

RS 5 Tender Call, Bid Evaluation & Construction Contract Award

RS 6 Construction and Contract Administration

RS 7 Risk Management



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**GENERAL PROJECT OBJECTIVES**

**GPO 1 PROJECT OBJECTIVES**

Each call-up will elaborate on the specific objectives for individual projects; however, the following broader government objectives will apply to all call-ups:

**GPO 1.1 Design Principles - General**

RCMP (the Department) expects the Consultant to maintain a high standard of architectural design, based upon recognized contemporary design principles. All design elements, planning, architectural, and engineering, must be fully coordinated, and consistent in adherence to good design principles, including the application of integrated design process principles.

The level of quality is to be consistent with other Government of Canada Buildings.

The project is to be implemented in a sustainable environmentally responsible manner.

Quality of materials and construction methods shall be commensurate with the type of building and the budget. Take into account the total life-cycling of the building.

Operating costs must be kept to a minimum and reflect the projected operating costs in the cost plan.

This is to be achieved by compliance with the Energy Budget, selection of equipment, requiring the minimum of operating personnel, and building finishes for easy maintenance, etc.

Design for maximum flexibility in immediate and future use of space. Where possible, devise a building grid with column spacing, fenestration and service runs suited to flexible interior space arrangements.

**GPO 1.2 Sustainable Development**

The Government of Canada has committed to meet the requirements of LEED Gold for the construction of new office buildings, and of LEED Silver or equivalent for its major renovations or the construction of new buildings other than office buildings. The department also made commitments for key environmental aspects (e.g., energy, water, waste). In addition to the objectives vis-à-vis LEED or equivalent green building rating systems, the following sustainable design objectives should be targeted for RCMP "Standard" Base-Building (Fit-Up as applicable) projects:

**1.2.1 Energy Management**

- Design should result in a building that exceeds the energy performance of a comparable building designed to meet the Model National Energy Code for Buildings (MNECB) by a minimum of 35%, and preferably by 50%.
- Design has considered the inclusion of renewable energy design features (e.g., passive solar; air and water, bio-mass energy supply, etc.) as part of its energy management strategy, accessing the RETScreen® Clean Energy Project Analysis Software (<http://www.retscreen.net/>) of Natural Resources Canada to evaluate options and assess feasibility.

**1.2.2 Water Management**

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- Designed water consumption for the building shall not exceed 70% of the industry average for the previous year as published by the Building Owners and Managers Association (BOMA).
- If applicable, design landscape to be water efficient, as per the LEED credits WE 1, 2 and 3 or equivalent.
- Design shall investigate and report on the feasibility of incorporating a "grey water" system as part of the plumbing facilities for the building.
- Design shall investigate and report on the feasibility of incorporating on-site waste water treatment for sanitation and/or domestic waste water the facilities.
- Design shall incorporate storm water management strategies , where applicable, such as roof top temporary storm water retention features, landscaped retention ponds, green roofs, and permeable (pervious) ground surface treatments (including paving).

### 1.2.3 Resource Use and Product Selection

- Design must have undergone an assessment for embodied energy, resource consumption and environmental impacts using the Athena™ Life-Cycle Assessment Model of the Athena Sustainable Materials Institute.
- Where available, feasible and meet the performance requirements, products will be specified that meet the requirements necessary for certification by the Environmental Choice (EcoLogo) Program or other equivalent programs.
- Products are specified that eliminate hazardous materials in their content, manufacture, application, and use.
- Where available, feasible and meet the performance requirements, products such as paints, adhesives and sealant that will be specified will have no or low levels of emissions of volatile organic compounds (VOCs).
- Where available, feasible and meet the performance requirements, products will be specified that contain a minimum 10% of post consumer recycled product.
- Where feasible, design will incorporate the concept of "designing for disassembly" to promote reuse and to reduce waste.

### 1.2.4 Indoor Environmental Quality

- Indoor air quality must meet the standards as required by the Canada Labour Code Part II as well as ASHRAE Standards 62-2004 and 55-2004 at a minimum.
- The design shall ensure that there are no instances that will promote the accumulation of moisture in the HVAC system or the collection of standing water.
- Passive ventilation systems shall be investigated to replace or supplement mechanical HVAC systems.
- All noxious or unpleasant odours arising as a result of construction activities shall be purged from the space/facility prior to occupancy and filters replaced.
- Design options such as CO<sup>2</sup> sensors, humidity sensors, and individual air volume controls shall be examined for their feasibility.
- Lighting levels shall meet the minimum requirements of the Canadian Occupational Safety and Health (COSH) Regulations, the National Building Code (NBC), the Canadian Electrical Code (CEC) and the Government of Canada's "Office Lighting Standard".
- Lighting strategies shall be designed to apply the minimum for way-finding and employ to task lighting to the maximum extent feasible and consistent with functional requirements.
- Lighting strategies shall be designed to maximize the availability of natural light whileeffectively addressing the adverse effects of lighting glare (both natural and artificial) on video display terminals (VDTs).
- The most current industry standards for indoor environmental controls for air and light quality

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shall be specified.

- The project design and finishing materials specified shall be reviewed for their impact on the acoustical quality of the space after fit-up.

### **GPO 1.3 Waste Management**

The Construction, Renovation, and Demolition (CRD) Non-hazardous Solid Waste Management Protocol (most recent version to be referred to) to which Real Property Branch (RPB) is bound, provides directions on the undertaking of non-hazardous solid waste management actions for CRD projects. The protocol is designed to meet the requirements of federal and provincial policies and the objectives of the (RPB) Sustainable Development Strategy (SDS) as these relate to non-hazardous solid waste generated in CRD projects.

For all Real Property Branch projects where the area exceeds 2,000 m<sup>2</sup>, a solid waste management program must be implemented. This requirement exists by regulation in the province of Ontario and by policy for the rest of Canada. A minimum landfill diversion rate of 75% is to be achieved where local recycling facilities exist. For projects where the area is less than 2,000 m<sup>2</sup>, a preliminary waste management evaluation of the economic feasibility of a waste management program must be carried out.

The results from the RPB CR&D waste management pilot projects have been very positive. Based on these results and results obtained from similar projects that have been completed by other organizations, the following can be said:

- Approximately 50% to 95% of the waste generated during CR&D projects can be diverted from landfill through reduction, reuse, and recycling initiatives.
- Approximately 40,000 tonnes of waste are produced for every one billion dollars that is spent on construction projects.
- Contractors and projects managers must plan for extra project time when implementing CR&D waste diversion initiatives. However, added labour hours costs can be recuperated and a savings of up to 30% of the waste management costs (approximately 10% of the total project budget) can be achieved through reduced tipping fees, avoided haulage costs, and the sale of reusable and recyclable materials.

The Project Manager will provide details of waste management delivery strategies. Details for specifying deliverables are provided in "Required Services" - Waste Management.

### **GPO 1.4 Code Compliance**

Codes, regulations, by laws and decisions of "authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply. The Consultant shall identify other jurisdictions appropriate to the project.

### **GPO 1.5 Risk Management**

A risk management strategy is crucial for RCMP Project Management and integrates project planning into procurement planning. All the stakeholders of a project will be an integral part of the risk management strategy, culminating in an integrated product team. Specific services required for project delivery are outlined in Required Services.

### **GPO 1.6 Health and Safety**

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RCMP recognizes the responsibility to ensure the health and safety of all persons on Crown construction projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations. In keeping with the responsibility and in order to enhance health and safety protection for all individuals on federal construction sites, RCMP will voluntarily comply with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related Canada Occupational Safety and Health Regulations. RCMP also has departmental health and safety policies, which apply to all projects.

**GPO 1.7 Standards and Procedures**

For standards relating to the service provisions herein please refer to “Doing Business” (Appendix ‘D’). This document shall be used as a guide for RCMPs expectations of scope of services and project delivery for each individual call-up.

**GPO 2 ISSUES**

**GPO 2.1 Major Cost Issues**

Issue: Budget Limitations

Strategy to control cost:

Effective cost estimating and cost control is of prime importance and shall be provided by Professional Quantity Surveyors. The class C and Class B cost estimates shall be submitted in elemental cost analysis format. The standard of acceptance for this format is the current issue of the elemental cost analysis format issued by the Canadian Institute of Quantity Surveyors. The class A cost estimate shall be submitted in trade cost breakdown format. Cost estimates shall have a summary plus full back-up showing items of work, quantities, unit prices and amounts.

**GPO 2.2 Major Time Issues**

Issue: “out of service time frame”

It is imperative that the out of service time frame for the various projects as a result of construction be minimized as much as possible. Program operations and time frames will govern the particular allotted time frame for construction through the identified Call-Up.

**GPO 2.3 Major Operational Issues**

Issue: Adjacent Programs

Sustainability of adjacent programs is mandatory and therefore design decisions must be sensitive to that requirement. Additional factors recognized as affecting adjacent programs are the following:

- reliability of systems and equipment, redundancy to ensure continued operation, and prolonged commissioning issues.

**DESCRIPTION OF SERVICES**

**PA 1 PROJECT ADMINISTRATION**

**INTENT**

The following administrative requirements apply during all phases of project delivery and will be stipulated in each Call-Up.

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**PA 1.1 COORDINATION WITH RCMP**

The Project Manager assigned to the project is the Departmental Representative.

The Project Manager is directly concerned with the project and responsible for its progress. The Project Manager is the liaison between the Consultant, RCMP and the Client Departments.

RCMP administers the project and exercises continuing control over the Consultant's work during all phases of development. Unless directed otherwise by the Project Manager, the Consultant obtains all Federal requirements and approvals necessary for the work.

The consultant shall:

1. Carry out services in accordance with approved documents and directions given by the project manager.
2. Correspond only with the project manager at the times and in the manner dictated by the project manager. The consultant shall not communicate with the client department unless so authorized by the project manager.
3. Ensure all communications carry the RCMP's Project Title, Project Number and File Number.
4. Advise the project manager of any changes, that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

**PA 1.2 COORDINATION WITH SUB-CONSULTANTS**

The consultant shall:

1. Throughout all stages of the Project, coordinate and assume responsibility for the work of any sub-consultants and specialists retained by the consultant.
2. Ensure clear, accurate and ongoing communication of concept, budget, and scheduling issues (including changes) as they relate to the responsibilities of all sub-consultants and specialists from initial base building reviews to post construction reports.
3. Ensure Sub-Consultants provide adequate site inspection services and attend all required meetings.

**PA 1.3 General Project Deliverables**

Where deliverables and submissions include summaries, reports, drawings, plans or schedules, provide six (6) hard copies of all deliverables plus two in electronic format.

All documents (drawings and specification) are to be produced in accordance with Appendix 'D' "Doing Business" and at project delivery stage as described in each individual Call-up.

**PA 1.4 Lines of Communication**

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Correspond only with the project manager at the times and in the manner dictated by the project manager. The consultant shall not communicate with the client department unless so authorized in writing by the project manager.

During construction tender call, RCMP conducts all correspondence with bidders and makes the contract award.

**PA 1.5 Media**

The consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Manager.

**PA 1.6 Meetings**

The Project Manager may arrange meetings every 2 weeks throughout the entire project development period, for all members of project team, including representatives from:

- Client Department
- RCMP
- Consultants

The Consultant shall attend the meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting.

**PA 1.7 Project Response Time**

It is a requirement of all projects covered under this Standing Offer that the prime consultant and their proposed sub-consultants should be personally available to attend meetings and respond to inquiries within half (½) a day of the Project Manager's request, in the locality of the place of the work from the date of the award of the consultant call-up until final inspection and turnover.

The proponent must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services required by a call-up and as outlined in this Standing Offer in a timely fashion.

**PA 1.8 Submissions, Reviews and Approvals**

For each call-up, work in progress may be reviewed by the RCMP Project Manager, as well as but, not limited to the following:

RCMP Project Manager:

- Submission Format: drawings and specifications
- Submission Schedule: Submissions are reviewed at a time to be arranged. Give 10 days notice when work will be completed and delivered to the Project Manager.
- Expected Turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

Client/end user Design Review Committee

- Submission Format: reports, drawings and specifications, and oral presentations
- Submission Schedule: Submissions are reviewed at a time to be arranged. Give 10 days notice when work will be completed and delivered to the Project Manager.
- Expected Turnaround Time: 2 weeks
- Number of Submissions: until approval has been received

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Human Resources Social Development Canada (HRSDC), Labour Program, Fire Protection

- Submission Format: drawings and specifications
- Submission Schedule: Submissions are reviewed at a time to be arranged. Give 10 days notice when work will be completed and delivered to the Project Manager.
- Expected Turnaround Time: 1 month
- Number of Submissions: until approval has been received.

## REQUIRED SERVICES

### RS 1 Pre-Design Services (Stage 1A)

The purpose of this stage is to develop:

1. Feasibility Studies / Options Analysis;
2. Not applicable.
3. Implementation Strategy and Schedule;
4. Detailed Investigation Reports;
5. Sustainable Development Strategies and Report;
6. Hazardous Waste Disposal Strategies and Report;
7. Facility Equipment Evaluation and Recommendations Report;
8. Telecommunications Requirements Report;
9. Security Requirements Report;
10. Environmental Clean-up Report;
11. Decommissioning Report; and / or
12. Order of Magnitude Cost Report.

### RS 1.1 Feasibility Studies / Options Analysis

#### 1.1.1 Intent

##### Feasibility Study:

A report which outlines the research and subsequent analysis to determine the viability and practicability of a project. A feasibility study analyzes economic, financial, market, regulatory, environmental/sustainable and technical issues. The purpose at this stage is to: investigate and analyze site conditions, including soil conditions, zoning, bylaws, traffic reports, service capacities, base building support systems, special purpose support systems etc. and to provide recommendations.

##### Options Analysis:

A design test (in schematic form) for the feasibility study recommendations to determine that the recommendations can be accommodated in a minimum of three (3) distinctly different options.

##### Cost Estimate:

Complete with class 'D' "Order of Magnitude" costs. (see RS 1.12)

#### 1.1.2 Scope and Activities

##### Feasibility Study: (but not limited to)

- Visit the building/site, investigate and analyze the availability and capacity of building services needed for the project, including renewable energy;
- Investigate the requirements for the particular facility, including existing and new technologies;
- Analyze the project requirements/program;
- Review all available existing material related to the type of facility;
- Investigate and analyze all applicable codes, regulations standards, including (but not limited to): National Building Code, Canada Labour Code, Model National Energy Code, NFPA, Occupational Health and Safety codes for the provinces in which the work will take place,



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- Medical Research Council;
- Evaluate existing facilities including: building envelop, mechanical, electrical and structural systems, functional adaptability, code compliance, hazardous and non-hazardous waste;
- Identify and verify all authorities having jurisdiction over the project;
- Establish a policy for this project to minimize environmental impacts consistent with the project objectives and economic constraints, and the application of the Canadian Environmental Assessment Act (CEAA); and
- Prepare recommendations on the feasibility of the project.

### Options Analysis (but not limited to)

- Test the feasibility study recommendations on a minimum of three (3) options, schematic (sketch) only;
- Bubble and flow diagrams;
- Adjacencies and functional relationships;
- Horizontal and vertical stacking relationships;
- Orientation and renewable energy and
- Indication of the preferred option.

### Class 'D' Order of Magnitude Cost (for each option)

See RS 1.12

### 1.1.3 Deliverables:

Comprehensive summary of the existing conditions, feasibility and options analysis including:

- Report on existing base building system elements including their condition, deficiencies and life expectancy;
- Report on existing facility systems requirements;
- Report on all applicable codes, regulation, standards and authorities having jurisdiction;
- Report on environmental impact, sustainability, preliminary environmental assessment and CEAA screening report;
- Report on recommendations and options analysis.
  - Written identification of the problems, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the project manager;
  - Report on Class 'D' Order of Magnitude Cost for each option.

When requested, the consultant shall: develop floor plates which outline rentable areas, mechanical areas and electrical areas, identify volumes of space needed, identify circulation requirements and finally, identify usable m<sup>2</sup>.

### 1.2.1 Intent

For any interior work related to office fit-up, the consultant shall follow the Government of Canada Fit-up Standards: <http://publiservice.pwgsc.gc.ca/fitup/text/new-e.html>

### Functional Requirements (Program):

A written statement which describes various criteria and data for a building (facility) project including design objectives, site requirements and constraints, spatial requirements and relationships, building systems and equipment, facility systems and equipment, and future expandability. The purpose of this stage is to describe the requirements which a building (facility) must satisfy in order to support and enhance human activities.

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The programming process seeks to answer the following questions:

- What is the nature and scope of the problem?
- What information is required to develop a proper architectural solution to the problem?
- How much and what type of space is needed?
- What space will be needed in the next five to ten years to continue to operate efficiently?
- How can sustainability be addressed at this stage?

Options Analysis:

A design test (in schematic form) for the functional program recommendations to determine that the recommendations can be accommodated in a minimum of three (3) options.

Cost Estimate:

Complete with class 'D' "Order of Magnitude" costs. (see RS 1.12)

### 1.2.2 General

#### Scope and Activities

In preparing a functional program, the consultant's main task is to examine the client's world in detail so as to define the clients needs and objectives. These requirements will establish criteria for evaluating potential design solutions and other strategic alternatives.

The consultant must understand:

- The impacts of a building's occupants and processes (facilities) on the built environment;
- The social and environmental impacts of the building's program on the community;
- The planning impacts of its function on the local infrastructure.
- To prepare a functional program, consultant's shall identify, research, and observe the Users of the proposed building (facility) and their work activities, including:
  - Research and information gathering through information sessions with employees, focus group sessions etc.
  - Function-by-function, room-by-room, or branch by branch activity plans;
  - Staffing plans (current/future);
  - Office standards; open vs. Closed
  - Special purpose space;
  - Support space
  - Storage requirements.
- The volume of activity planned for specific facility components, such as:
  - Throughput (amount of material put through experimentation, analysis);
  - Flow patterns (proximity /circulation).

The consultant shall then develop approximate floor areas and technical requirements for the proposed facility, including:

- Details of the space, facility, or of the workstation;
- Special facility equipment or furniture configurations;
- Environmental criteria
- Must be based on the GOC Fit-up Standards

The Consultant shall also advise the client on alternatives, such as the architectural and financial implications of various building options. Functional programs for buildings (facilities) are future oriented - alternative scenarios may be based on high-, medium-, and low-growth projections, or on fast, medium or slow roll-outs of anticipated events. The consultant shall assist

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the client in assessing the advantages or benefits - and the disadvantages or costs - of each alternative.

### **1.2.3 Deliverables:**

Depending on the size/scope of work, the consultant shall submit record documentation at the 33%, 66% and final stages of delivery as required.

The final Functional Program is a report which may include (but not limited to):

- The client's philosophy, values, goals, and desired "image";
- Site requirements, such as parking, circulation orientation.
- Explicit space requirements for the future building (facility), including:
- Definition of the activities which will take place in each space in the building;
- The functional relationships of the spaces;
- "Bubble" diagrams and flow diagrams;
- The size of each of the spaces;
- Sketch (schematic) design options;
- Special technical requirements of each of the spaces and the building systems;
- Financial requirements and a preliminary "Order of Magnitude" budget;
- Scheduling and time frame for the project;
- Other requirements including:
- Regulatory issues such as zoning and building code requirements;
- Other requirements from Authorities having Jurisdiction;
- Community goals and concerns;
- Ecological and environmental concerns;
- A recommended construction delivery method (traditional design-bid-build, design-build, construction management)

## **RS 1.3 Implementation Strategy and Schedule**

### **1.3.1 Intent**

The purpose of this stage is to detail an implementation strategy to meet the project goals and objectives.

### **1.3.2 General**

#### **Scope and Activities**

The consultant shall provide a detailed implementation strategy and schedule including (but not limited to):

- Prepare a detailed implementation strategy that documents, in a report, all activities, milestones and deliverables required for the effective delivery of the project including time frames for submissions, reviews and approvals.
- Prepare a project schedule that identifies, in a graphic format such as Critical Path Method (CPM) or Program Evaluation Review Technique (PERT), all activities, milestones including critical deadlines, long lead delivery items and drop dead dates, required for the effective delivery of the project deliverables, including time frames for submissions, reviews and approvals.

The Implementation Strategy and Schedule described above shall include, but not be limited to the following:

- Space acquisition strategy, building master plan;

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- Decommissioning and environmental clean-up strategy;
- Move sequencing;
- Swing space requirements;
- Procurement of facility equipment and furniture strategy; and
- Construction strategy.
- Advise the Project Manager of any changes to the scope that may affect schedule or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.
- Submit the Implementation Strategy and Schedule for review. Revise as required. Resubmit for final approval. The original approved schedule will become the “Baseline” schedule to monitor project progress.
- Throughout the project, monitor critical path and deadlines for submissions, revisions and approvals. Submit weekly Progress Reports identifying completed deliverables, slippage and upcoming activities.

### **1.3.3 Deliverables**

- Implementation strategy
- Time Plan (Schedule)

## **RS 1.4 Detailed Investigation Reports**

### **1.4.1 Intent**

The purpose of this stage is to provide a more detailed investigation into aspects of findings and recommendations identified at the Building Condition report (BCR) level.

### **1.4.2 General**

#### **Scope and Activities**

The scope of services may include; but are not limited to:

- Structural analysis and testing;
- Detailed building envelope investigation and testing;
- Detailed air-flow analysis and testing;
- Detailed energy analysis and investigation.

### **1.4.3 Deliverables**

- Submit the findings of the detailed investigations for review, in a report.
- Revise as required.
- Resubmit for final approval.

## **RS 1.5 Sustainability Strategies and Reports**

### **1.5.1 Intent**

The purpose is to research and investigate a wide range of strategies to achieve sustainability including; but, not limited to:

- Recycling and reuse of materials, systems, equipment;
- Procurement of “green” materials;
- Energy reduction and management;
- Water management

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- Waste reduction and management;
- Life-cycle costing, cost benefit analysis;
- Integrated Design process.

### 1.5.2 General

#### Scope and Activities

- The consultant shall research and investigate sustainable development strategies in the context of the project and make recommendations
- Prepare a detailed inventory of existing non-contaminated materials, systems, equipment identified for reuse or recycling. Include target markets for recycled material and make recommendations. Verify with client department. Revise as required. Obtain approval.
- Investigate and identify potential “green” building materials and products for the project include sourcing (i.e. In order to meet government objectives sole source is necessary). Verify with client department. Revise as required. Obtain approval.
- Investigate and analyze potential to exceeding the Model National Energy Code by 30% to 50%. Make recommendations for an Energy Reduction and Management plan. .
- Investigate and analyze potential to increasing energy efficiency, and strategies to decrease water run-offs
- Develop a non-hazardous and hazardous waste reduction and management plan. Make recommendations, verify with client department. Revise as required. Obtain approval.
- Based on the recommendations included in 1 to 4, perform a cost / benefit and life-cycle costing analysis for the Sustainability Strategy for the project.

### 1.5.3 Deliverables

- Submit the Sustainability Strategy for review, in a report.
- Revise as required.
- Resubmit for final approval.

## RS 1.6 Hazardous Waste Disposal Strategies and Reports

### 1.6.1 Intent

The purpose of this stage is to identify hazardous waste disposal issues and recommend strategies for mitigation.

### 1.6.2 General

#### Scope and Activities

The consultant shall research and investigate hazardous waste disposal strategies in the context of the project and make recommendations

- Prepare a detailed inventory of existing contaminated materials, systems, equipment identified for disposal. Verify with client department. Revise as required. Obtain approval.
- Develop a hazardous waste reduction and management plan. Make recommendations, verify with client department. Revise as required. Obtain approval.
- Based on the recommendations included in above 2 bullets, perform a cost / benefit and life-cycle costing analysis for the Hazardous Waste Disposal Strategy for the project.

### 1.6.3 Deliverables

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- Submit the Hazardous Waste Disposal Strategy for review, in a report.
- Revise as required.
- Resubmit for final approval.

**RS 1.7 Facility Equipment Evaluation & Recommendations Report**

**1.7.1 Intent**

The purpose of this stage is to identify and evaluate existing facility equipment and furniture and to make recommendations for their reuse, recycling, refurbishment and/or replacement. Generally, this will be at a high level and only Special Purpose Space should be identified. All other areas i.e. offices, common areas etc. Fall under Fit-up Standards.

**1.7.2 General**

Scope and Activities

1. At such time as the Project Manager (PM) determines, prepare a detailed inventory of existing furniture and equipment found in workstations/work-settings, support space and special purpose facility space. Include drawings identifying existing location, layout, and user's name or employee number, if applicable. Verify with client department. Revise as required. Obtain approval. Note that the Consultant shall refer to the Public Works and Government Services Canada National Project Management System as a guideline. This type of activity should not be undertaken too early in the process as information is quickly "stale dated".
2. Based on parameters developed in conjunction with the project manager and the client department, prepare a furniture and equipment evaluation report that assesses the condition of existing furniture and equipment. Assess the current inventory against the client department's functional requirements. Include an examination of the following: Reusing/refurbishing existing furniture and equipment; and/or Procuring new furniture and equipment; and Current technologies and innovative solutions for the total office facility environment.
3. Prepare a detailed cost analysis (Class B) that compares the reuse/refurbishment of existing furniture and equipment, with the purchase of new furniture and equipment. Consideration should be given to cost effectiveness and time frames required for refurbishment of existing furniture and equipment and/or the procurement of new furniture and equipment.

**1.7.3 Deliverables**

- Submit (1)inventory, (2)evaluation report, & (3)cost analysis in a report for review.
- Revise as required.
- Resubmit for final approval.

**RS 1.8 Telecommunications Requirements Reports**

**1.8.1 Intent**

The purpose of this stage is to research and investigate the telecommunications requirements of the client for the project, keeping in mind future requirements for e-government and government-on-line.

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**1.8.2 General**

Scope and Activities

1. Prepare a report that documents the client's telecommunications requirements. Report should include infrastructure and termination requirements.
2. Document the effect of the client department's functional requirements and proposed planning alternatives on their current and future telecommunication requirements.

**1.8.3 Deliverables**

- Submit 1.8.2(1) & 1.8.2(2) in a report for review.
- Revise as required.
- Resubmit for final approval.

**RS 1.9 Security Requirements Reports**

**1.9.1 Intent**

The purpose of this stage is to research and investigate the security requirements of the client for the project.

**1.9.2 General**

Scope and Activities

1. Prepare a report that documents the effect of the client department's functional requirements and proposed planning alternatives on their current and future security requirements. Identify specific security requirements and make appropriate recommendations.
2. Recommend any necessary modifications to the base building and that portion of the building to be occupied by the client department. Assess the impact of these modifications on space, time and budget.

**1.9.3 Deliverables**

- Submit 1.9.2(1) & (2) in a report for review.
- Revise as required.
- Resubmit for final approval.

**RS 1.10 Environmental Clean-up Reports**

**1.10.1 Intent**

The purpose of this stage is to research and investigate the environmental requirements of the client for the project.

**1.10.2 General**

Scope and Activities

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1. Prepare a report that documents the effect of the client department's functional requirements and proposed planning alternatives on their current and future requirements. Identify environmental requirements and make appropriate recommendations.
2. Prepare a Waste Management Plan including all non-contaminated material that is to be reused or recycled whenever possible according to the Public Works and Government Services Canada Construction and Demolition Waste Management Protocol.

**1.10.3 Deliverables**

- Submit 1.10.2 (1) & (2) in a report for review.
- Revise as required.
- Resubmit for final approval.

**RS 1.11 Decommissioning Reports**

**1.11.1 Intent**

The purpose of this stage is to research and investigate the decommissioning requirements of the client's specialized equipment and systems.

**1.11.2 General**

Scope and Activities

1. Prepare a report that documents the effect of the client department's functional requirements and proposed planning alternatives on their current and future requirements. Identify decommissioning requirements and make appropriate recommendations.
2. Prepare a Decommissioning Plan including all stand-alone facility equipment and systems that is to be reused or recycled whenever possible according to Government of Canada and Treasury Board Standards

**1.11.3 Deliverables**

- Submit 1.11.2(1) & (2) in a report for review.
- Revise as required.
- Resubmit for final approval.

**RS 1.12 Order of Magnitude "Class D" (Indicative) Cost Reports**

**1.12.1 Intent**

The purpose of this stage is to provide an indication of the total cost of the project, based on the user's functional requirements to the degree known at the time. It is based on historical cost data for similar work, suitably adjusted for such factors as: effect of inflation, location, risk, quality, size and time. All related factors affecting cost are considered to the extent possible. Such an estimate is strictly an indication (rough order of magnitude) of the project total cost and completion date. This estimate is used to establish the indicative estimate required by Treasury Board for Preliminary Project Approval.

Expected degree of accuracy: refer to Appendix D4



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**1.12.2 General**

Scope and Activities

Cost Planning

Specific tasks may include, but are not limited to:

- Prepare (life-cycle) cost plans from project briefs, preliminary concepts or other preliminary information;
- Prepare cost analysis;
- Prepare option analysis and “what if” scenarios;
- Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
- Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
- Advise on alternative procurement and construction strategies to create efficiencies wherever possible; and/or
- Identify, forecast and analyze project-related issues including possible market shortages and potential price fluctuations.

Cost Estimating

Develop cost estimates of projects:

- Prepare order of magnitude “class D” cost estimates;
- Quantify design and construction costs, contingencies and risks;
- Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
- Investigate and report on life-cycle costs; or
- Document all unit pricing, analysis, and valuation.

**1.12.3 Deliverables**

Cost Planning

- Cost plans;
- Cost analyses and “what if” scenarios;
- Cash flows; and / or
- Reports on alternative procurement and construction strategies or other project-related issues.

Cost Estimating

- Fully detailed cost estimate. Order of magnitude “class D” accuracy;
- Documentation of the methodology of the estimate and any assumptions made;
- Documentation of all pricing and valuation calculations;
- Reports on investigation of costing alternatives; and / or
- Reports on life-cycle costs.

**RS 1 Pre-Design Services (Stage 1B) - Verification (when RS 1 has been prepared by others)**

Based on the Project Brief prepared by the RCMP Project Manager at the time of call-up, the scope of services will either be based on Section RS 1 “Pre-Design Services (Stage 1A)” or

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“Pre-Design Services (Stage 1B) - Verification”.

- Analysis of Project Requirements
- Review Pre-Design deliverables (Stage 1A) prepared by others.

### RS 1.1 Analysis of Project Requirements

#### 1.1.1 Intent

The purpose of this stage is to ensure the consultant has reviewed and integrated all the project requirements, identified and evaluated conflicts or problems, provide alternative strategies, presented and received approval on a Project scope, delivery process, schedule and estimate required to deliver a cohesive quality project. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

#### 1.1.2 General

Scope and Activities

- Visit the building/site and verify the availability and capacity of services needed for the project
- Attend project start up meeting
- Analyze the project requirements/program
- Review all available existing material related to the project
- Review the proposed project schedule for verification that all milestone dates are achievable
- Review the cost plan/budget for verification that the costs are realistic and achievable
- Identify and verify all authorities having jurisdiction over the project
- Identify the codes, regulations and standards that apply
- Establish a policy for this project to minimize environmental impacts consistent with the project objectives and economic constraints

#### 1.1.3 Deliverables

Comprehensive summary of the project requirements/program demonstrating understanding of the scope of work including:

- Report on existing base building system elements including their condition, deficiencies and life expectancy.
- Confirmed or adjusted project cost and time plans
- Written identification of the problems, conflicts or other perceived information/clarifying Assumptions for the acknowledgment of the project manager

### RS 1.2 Review of Pre-Design Deliverables - Stage 1A (prepared by others)

#### 1.2.1 Intent

The purpose of this stage is to ensure the consultant has reviewed and integrated all the pre-design deliverables prepared by others required to deliver a cohesive quality project. This approved deliverable will become the Project Scope of Services and will be utilized throughout the project to guide the delivery.

#### 1.2.2 General

Scope and Activities

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Ensure Pre-Design (Stage 1A) prepared by others include the following deliverables, and that those are still current, up-to-date and are approved:

1. Feasibility Studies / Options Analysis;
2. Functional Requirements ;
3. Implementation Strategy and Schedule;
4. Detailed Investigation Reports;
5. Sustainable Development Strategies and Report;
6. Hazardous Waste Disposal Strategies and Report;
7. Facility Equipment Evaluation and Recommendations Report;
8. Telecommunications Requirements Report;
9. Security Requirements Report;
10. Environmental Clean-up Report;
11. Decommissioning Report; and / or
12. Order of Magnitude Cost Report.

For a more detailed description of the content requirements of Pre-Design Services, see Section RS 1 "Pre-Design Services (Stage 1A).

### **1.2.3 Deliverables**

Update the Pre-Design deliverables if required. Submit for review. Revise. Resubmit for final approval.

## **RS 2 Schematic Design**

### **2.1 Intent**

To translate the project requirements into space perimeters in the most environmentally and sustainable manner. To explore design options and analyze them with respect to priorities and program objectives previously identified. Out of this process, one option will be recommended to proceed to Design Development

### **2.2 General**

Scope and Activities:

- Obtain written approval from Project Manager for development of schematic design options based on the analysis of the Project Brief;
- Provide alternative design options exploring possible technical and environmental strategies which are viable and have potential for development;
- Analyze each solution with regard to the project goals including cost and schedule;
- Write a preliminary project-description report outlining the various components and system options;
- Produce an environmental assessment and Canadian Environmental Assessment Act (CEAA) Screening Report;
- Minimize the use of hazardous/toxic materials and products made for endangered or rare species (i.e. tropical hardwoods);
- Recommend one option for further development with all supporting background and technical justifications;
- Produce a class 'C' cost estimate for the various options;
- Produce an implementation schedule, including alternative procurement and construction

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strategies.

## **2.3 Details**

### **2.3.1 Architectural Drawings:**

- Site plan showing proposed building outlines, orientation, main accesses and traffic patterns;
- Schematic building plans of alternatives showing relative disposition of main accommodation areas, circulation patterns, numbers of floors, etc.;
- Sketch elevations and sections indicating the basic design approach and aesthetic philosophy;
- Sketch perspectives or massing studies;
- Outside gross building areas and summary of main accommodation areas required and proposed;
- Horizontal and Vertical space relationships.

### **2.3.2 Structural Drawings:**

- Proposed or alternative structural systems including foundation methods, explanatory sketches, etc. and a copy of the site report on which the design is based;
- Initial seismic analysis.

### **2.3.3 Mechanical:**

The schematic design submission shall include a description of specific mechanical requirements and function for each area (room) in the project. Identify any unique or specialized equipment required by the subject facility. Incorporate in the submission a schedule of requirements listing all rooms and identify the mechanical building services to be provided.

- Explain in the concept submission the manner in which the proposed mechanical systems correlate with user requirements.
- Identify the volume of outdoor air to be supplied per person.
- Identify the delivery rate of supply air to occupied spaces.
- Identify whether full time operating staff will be needed for operating any of the mechanical equipment. Differentiate between staff that is needed by code requirements versus that staff which is needed because of the nature and size of the facility.
- Identify location of entry point into the building of all mechanical services into the building.
- Identify in square metres the area to be provided for mechanical rooms, and then identify what percentage of total building area this represents. Identify location of mechanical spaces in the building.
- Analysis of alternative mechanical schemes at the schematic design stage shall reveal energy consumption of building systems, operating and maintenance costs on a month by month basis for a time span of one year. Accordingly the estimated energy, operating and maintenance costs shall be used in life cycle cost analyses in order to determine the most beneficial mechanical systems alternative. Life cycle cost analyses shall be based on a projected building life of 25 years.
- Carry out energy analysis on system alternatives.
- Establish an energy budget for the building and compare it to energy consumption of other similar buildings. Total energy consumed in the building shall be expressed in kWh/m<sup>2</sup>.
- Submit a complete energy analysis.
- Identify the type of boilers to be used (i.e. cast iron sectional, fire tube, etc.) and provide an economic and technical explanation of the reason for the type of boiler to be used.

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- List of non-Canadian products and materials proposed for the project with written justification

### 2.3.4 Electrical:

- Proposed basic electrical systems of significance to the early design.
- Site plan showing location of service entrances.
- Distribution diagram showing single line diagrams to distribution centres.
- Floor plans complete with locations of major electrical equipment and distribution centres.
- Lighting layouts.
- Power outlets.
- Ceiling distribution systems for lighting, power and telecommunications.
- List of standard RCMP details to be utilized.
- Telephone rooms, conduits and telecommunication cable systems requirements and layout.
- Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Department. Include feasibility and economic studies of proposed systems complete with cost figures and loads.
- List of non-Canadian products and materials proposed for the project with written justification.

### 2.3.5 Commissioning:

- Define Commissioning Requirements
- Identify in square meters the area to be provided to maintenance personnel, including storage and workshops for mechanical, electrical and housekeeping.
- Define project verification archives (data storage and retrieval system).

### 2.3.6 Sustainable Development:

- Design and evaluate Schematic Design Options exploring positive environment strategies.
- Environmental Assessment and the CEA Act Screening Report (to include comment on all the design options).

### 2.3.7 Specifications

Preliminary outline specification in Unifomat indicating main building components and options for use of “Green” components and systems.

### 2.3.8 Cost Plan

- Prepare preliminary cost plan from the schematic design;
- Prepare preliminary cost analysis;
- Prepare options analysis and “what if” scenarios;
- Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
- Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
- Advise on alternative procurement and construction strategies to create efficiencies wherever possible; and/or
- Identify, forecast and analyze project-related issues including possible market shortages and

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potential price fluctuations.

### 2.3.9 Cost Estimate

- Prepare “class C” cost estimates;
- Quantify design and construction costs, contingencies and risks;
- Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
- Investigate and report on life-cycle costs; and / or
- Document all unit pricing, analysis, and valuation.

### 2.3.10 Time Plan (Schedule)

- Prepare project master schedule;
- Identify potential risks to schedule;
- Advise on alternative procurement and construction strategies to create efficiencies wherever possible.

## 2.4 Deliverables

Provide the following:

- Schematic Design Drawings;
- Description of the options with recommendation of preferred solution;
- Waste management report;
- Audit plan and Phase II Waste Division Action Plan;
- Project specification amendment;
- Environmental Design Modification Report;
- Indoor Air Quality Report;
- Environmental Assessment Report and recommendations of decisions for the CEAA;
- Cost Plan, including cost analysis, “what if” scenarios, potential risks, alternative procurement and construction strategies;
- Class ‘C’ Cost Estimate, including methodology of the estimate, assumptions made, costing alternatives and life cycle costs;
- Report on deviation from schedule and recommend corrective measures or updated time line.

## RS 3 DESIGN DEVELOPMENT

### 3.1 Intent

To further develop one of the options presented at the Schematic Design stage. The Design Development documents consist of drawings and other documents to describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

### 3.2 General

Scope and Activities:

Obtain written approval from Project Manager for development of one of the proposed

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### Schematic Design options;

- If any alterations are demanded, document all required changes, analyze the impact on all project components, and resubmit for approval if required;
- Expand and clarify the Schematic Design intent for each design discipline;
- Present the design materials to the client, design review or other committees as indicated by the project manager;
- Present the design to the government or local authorities where required;
- Ensure coordination of all disciplines' design development;
- Analyze the constructability of the project and advise on the construction process and duration;
- Based on all material available at the time, prepare a milestone schedule for the consideration with special attention to the impact on tenants;
- Continue to review all applicable statutes, regulations, codes and by-laws in relation to the design of the project;
- Provide a list of all NMS sections to be used, complete with a full draft specification, catalogue cuts and sustainable development/green choices.

### **3.3 Details**

#### Scope and Activities:

#### **3.3.1 Architectural Drawings:**

- Floor Plans of each floor showing all accommodation required with room names and calculated areas, including all necessary circulation areas, stairs, elevators, etc., and ancillary spaces anticipated for service use. Indicate building grids, modules, etc., and key dimensions;
- Furniture and Equipment plans;
- Cross Sections through the building(s) to show floor levels, room heights, inner corridor or court elevations, etc.;
- Detail Sections of walls, building envelope design features or other special design features requiring illustration and explanation at this stage, including fireproofing methods.
- Demolition plans, partition plans reflected ceiling plans, finish schedules, door/window schedules etc.

#### **3.3.2 Structural Drawings:**

- Drawings indicating the proposed structural framing system, structural materials, and other significant or unusual details proposed. Drawings may be separate or incorporated on the Architectural sheets. Include a copy of the site report on which the design is based;
- Update seismic report.

#### **3.3.3 Mechanical:**

- Site Plan showing service entrances for water supply, sanitary and storm drains and connections to public utility services, including all key invert elevations;
- Drawings showing preliminary sizing of ventilation, cooling and heating systems showing locations, and all major equipment layouts in mechanical rooms;
- Drawings of plumbing system, showing routing and sizing of major lines and location of pumping and other equipment where required ;
- Drawings of the fire protection systems showing major components;

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- Produce preliminary designs based on the approved schematic design. Update the energy analysis and energy budget established at the schematic design stage;
- Update the schedule of requirements;
- Provide information of all internal and external energy loads in sufficient detail to determine the compatibility of the proposal with existing services, approved concept and energy budget;
- Analysis of selected equipment and plant with schematics and calculations sufficient to justify the economy of the selected systems;
- Describe the mechanical systems to be provided and the components of each system. Describe the perceived operation of the mechanical systems;
- Explain what operating staff will be needed to operate the building systems and the expected functions of the operation staff;
- Describe the building systems control architecture. Provide preliminary EMCS network architecture, mechanical control schematics, and sequence of operation;
- Explain what acoustical and sound control measures are to be included in the design.

### 3.3.4 Electrical drawings:

Provide drawings showing advanced development of the following:

- Single line diagram of the power circuits with their metering and protection, including:
  - I) Complete rating of equipment.
  - ii) Ratios and connections of CT's and PT's.
  - iii) Description of relays when used.
  - iv) Maximum short circuit levels on which design is based.
  - v) Identification and size of services.
  - vi) Connected load and estimated maximum demand on each load centre.
- Electrical plans with:
  - I) Floor elevations and room identification.
  - ii) Legend of all symbols used.
  - iii) Circuit numbers at outlets and control switching identified.
  - iv) All conduit and wire sizes except for minimum sizes which should be given in the specification.
  - v) A panel schedule with loadings for each panel.
  - vi) Telephone conduits system layout for ceiling/floor distribution.
- Riser diagrams for lighting, power, telephone and telecommunication cable systems, fire alarm and other systems.
- Elementary control diagrams for each system.
- Schedule for motor and controls.
- Complete lighting layout and fixture schedule clearly indicating methods of circuiting, switching and fixture mounting.
- Electric heating layout and schedule.
- Provide the following data:
  - Total connected load.
  - Maximum demand and diversity factors.
  - Sizing of standby load.
  - Short-circuit requirements and calculations showing the ratings of equipment used.

### 3.3.5 Commissioning

- Define operational requirements.
- Define Commissioning Requirements.
- Prepare a commissioning Brief describing major commissioning activities for mechanical,



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- electrical and integrated system testing.
- Define and establish project specific archives

### 3.3.6 Sustainable Development:

- Develop Design and evaluate options exploring positive environment strategies;
- Environmental Assessment and the CEA Act Screening Report (to include comment on all the design options).

### 3.3.7 Specifications

- Provide a list and draft specification sections of all NMS sections to be used;
- Submit outline specifications for all systems and principle components and equipment;
- Provide in the outline specifications manufacturers literature about principal equipment and system components proposed for use in this project;
- Highlight proposed “Green” materials, components and systems.

### 3.3.8 Cost Plan

- Update cost plan;
- Highlight changes from preliminary cost plan;
- Include cash flow analysis.

### 3.3.9 Cost Estimate

- Provide class “B” (substantive) cost estimate;
- Highlight changes from class “C” (indicative) cost estimate.

### 3.3.10 Time Plan (Schedule)

- Update time plan (Schedule);
- Highlight changes to the time plan.

## 3.4 Deliverables

- Floor plans including all disciplines showing all floor elements and services to detail necessary to make all design decisions and to substantially estimate the cost of the project;
- Two (2) or three (3) building sections;
- Demolition Plans;
- Architectural, structural, engineering, millwork and finishing details to determine choice of materials and finishes;
- Reflected ceiling plans;
- Elevations;
- Site and building models as required;
- Finished and colour schemes;
- Outline specifications for all systems and principle components or equipment;
- Updated cost plan and cash flow;
- Class ‘B’ cost estimate;
- Preliminary construction schedule including long term delivery items;
- Fire Protection Engineers Report including requirements, strategies or interventions for protection of the building and it’s occupants;

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- Project dossier detailing the basic assumptions of the project and the justifications for all major decisions;
- Commissioning Plan;
- Updated sustainable development strategy report.

### **RS 4 CONSTRUCTION DOCUMENTS**

#### **4.1 Intent**

To prepare A&E drawings and specifications setting forth in detail the requirements for the construction and final cost estimate of the project.

- 33% indicates technical completeness of all working documents;
- 66% indicates substantial technical development of the project - well advanced architectural and engineering plans, details, schedules and specifications;
- 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes;
- Develop project specific Systems Operations Manual (SOM);
- Final Submission incorporates all revisions required in the 99% version and is intended to provide RCMP with complete construction documents for tender call.

#### **4.2 General**

Activities are similar at all three stages; completeness of the project development should reflect the stage of a submission.

Scope and Activities:

- Obtain Project Manager's approval for Design Development submissions (33%, 66%, 99% and final);
- Confirm format of drawings and specifications;
- Clarify special procedures (i.e. phased construction);
- Submit drawings and specifications at the required stages. (33%, 66%, 99%);
- Provide written response to all review comments and incorporate them into Construction Documents where required;
- Advise as to the progress of cost estimates and submit updated cost estimates as the project develops;
- Update the project time plan (schedule);
- Prepare a final Class 'A' (substantive) estimate. Review and approve materials and construction processes specifications to meet sustainable development objectives.

#### **4.3 Details**

##### **4.3.1 Technical and Production Meetings**

- Production of construction documents at the 33%, 66%, and 99% submissions will be reviewed during the meetings arranged by Project Manager and Consultant;
- Representatives from Client Department(s) and RCMP support staff will be present as arranged by the Project Manager;
- Consultant shall ensure that his staff and the sub-consultant representatives attend the technical and production meetings as required;
- Consultant shall ensure all documents are coordinated with all sub-consultants and disciplines;

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- Consultant shall arrange for all necessary data, progress prints, etc.;
- Consultant shall prepare minutes of the meetings and distribute copies to all participants.

**4.3.2 Progress Review**

As work progresses on construction drawings, submit drawings, schedules, details, pertinent design data and updated Cost Plan and Project Schedule as required.

**Mechanical:**

- i) Flow diagrams, system layouts, equipment selections and sizes, floor plan layouts showing major equipment.
- ii) All major ductwork sized and shown on drawings including layout of all major mechanical and transformer rooms.
- iii) EMCS network architecture, mechanical control schematics, sequence of operation for each mechanical system, electrical control schematics, DDC input/output point schedules.
- iv) Commissioning Plan.
- v) Update the building load calculation, energy analysis and energy budget.
- vi) Submit at the stipulated progress submission all calculations for mechanical design and equipment selection. These calculations shall be bound (3-ring binder) and indexed.
  - Calculations submitted shall not necessarily be reviewed. They are required for record purposes and in certain instances to assist in the understanding and interpretation of designs.
  - Calculations shall be submitted in a format that is legible, neat and easily understandable.
  - Specifications and an index of specifications. The specifications shall consist of typed and edited sections using the PWGSC amended NMS sections, PWGSC in-house master specs sections and NMS sections as a guideline.

**4.4 Deliverables**

- Deliverables are similar at all three stages;
- completeness of the project development should reflect the stage of a submission.

**4.4.1 99% Submission:**

- Complete specification and working drawings.
- 99% Commissioning plan and Systems Operations manual
- One copy of the complete colour schedules, including textures, sheens, super-graphics, colourchips and material samples.
- One copy of site information, soil investigating report, borehole logs, etc.
- One copy of support data, studies, calculations, etc., required by RCMP for final checking and record.
- One copy of updated Cost Plan and Project Schedule

**4.4.2 Final Submission:**

This submission incorporates all revisions required by the review of the 99% submission.

Provide the following:

- Complete set of originals of the working drawings.
- Complete sets of original specifications.
- Class 'A' estimate
- Complete Commissioning Plan

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- Complete Systems Operations manual
- Complete set of original Colour Schedule.
- One set of designated substance survey report (provided by RCMP).
- As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of specification.
- Inspection Authorities Submission (i.e. Municipal Building Departments)
- Submit and obtain approval on plans and specifications required by Inspection Authorities before tender call (i.e. Consultant is to apply for and obtain Building Permit(s)).
- Refer to Appendix D

## **RS 5 TENDER CALL, BID EVALUATION & CONSTRUCTION CONTRACT AWARD**

### **5.1 Intent**

To obtain and evaluate bids from qualified contractors to construct the project as per the Tender Documents. To award the construction contract according to government regulations.

### **5.2 General**

Scope and Activities:

- Attend tenderers briefing meeting(s) (i.e. Job Showing)
- Prepare addenda based on questions arising in such meetings for issue by the Contracting Authority
- Provide the Project Manager with all information required by tenderers to fully interpret the Construction Documents. RCMP will issue the addenda to all participants.
- Keep full notes of all inquiries during the bidding period and submit same to Project Manager at the end, for RCMP records.
- Assist in tender evaluation by providing advice on the following:
  - The completeness of tender documents in all respects.
  - The technical aspects of the tenders.
  - The effect of alternatives and qualifications which may have been included in the tender.
  - The tenderers capability to undertake the full scope of work.
  - The availability of adequate equipment to carry out the work.
- If RCMP decides to re-tender the project, provide advice and assistance to the Project Manager Revise and amend the construction documents to bring the cost of the work within the limits stipulated
- Examine and report on any cost and schedule impact created by the issue of tender / contract addenda

### **5.3 Deliverables**

- Originals of drawings and specifications
- Electronic copies of drawings and specifications.
- Addenda where needed
- Changes to the documents, if re-tendering is necessary
- Updated cost estimate or schedule

## **RS 6 CONSTRUCTION & CONTRACT ADMINISTRATION & POST CONSTRUCTION**

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**WARRANTY REVIEW**

**6.1 Intent**

To implement the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction.

**6.2 General**

Scope and Activities:

- During the implementation of the project, act on RCMP's behalf to the extent provided in this document
- Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents
- Keep RCMP informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review
- Ensure compliance with Commissioning Plan, update plan as necessary
- Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor
- Act as interpreter of the requirements of the Contract Documents
- Provide cost advice during construction
- Advise the Project Manager of all potential changes to scope for the duration of the implementation
- Review the Contractor's submittals
- Prepare and justify change orders for issue by the Departmental Representative
- Indicate any changes or material/equipment substitutions on Record Documents
- During the twelve (12) month warranty period investigate all defects and alleged defects and issue instructions to the Contractor
- Prepare and post Systems Operating Instructions
- Finalize Systems Operations Manual
- Conduct a final warranty review

**6.3 Details**

Scope and Activities:

**6.3.1 Construction Meetings**

- Immediately after contract award arrange a briefing meeting with the Contractor and the Departmental Representative. Prepare minutes of the meeting and distribute copies to all participants and to other persons agreed upon with the Project Manager.
- Call job meetings every 2 weeks, commencing with the construction briefing meeting. The meetings should include the job superintendent, Inspector of Construction, main sub-subcontractors, affected sub-consultants and GOC representatives as necessary. Prepare minutes of the meeting and distribute copies to all participants within 48 hours. The Project Manager may invite client Departments to attend any of these meetings.

**6.3.2 Project Schedule**

- Obtain Project Schedule with detailed commissioning component shown separately, as soon as possible after contract award and ensure proper distribution.
- Monitor the approved construction schedule, take necessary steps to ensure that the

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- schedule is maintained and submit a detailed report to the PM concerning any delays.
- Keep accurate records of causes of delays.
- Make every effort to assist the Contractor to avoid delays.

### **6.3.3 Time Extensions**

- Only the Department may approve any request for Time Extensions. Approval will be issued in writing by the Project Manager.

### **6.3.4 Cost Breakdown**

- Obtain from the Contractor detail cost breakdown on standard RCMP form and submit to the Department with the first Progress Claim.

### **6.3.5 Labour Requirements**

- The Contractor is bound by the Contract to maintain competent and suitable workmen on the project and to comply with the Canada Department of Labour - Labour Conditions. Inform the Department of any labour situations that appear to require corrective action by the Department.
- The Consultant shall ensure that a copy of the Labour Conditions for the Contract is posted in a conspicuous place on site.

### **6.3.6 Bylaw Compliance**

- Ensure that construction complies with applicable bylaws and regulations.
- Matters pertaining to the Department of Labour shall be referred to the Departmental Representative.

### **6.3.7 Construction Safety**

- All construction projects that are occupied by federal employees during construction are subject to the Canada Occupational Safety and Health Act and Regulations as administered by Health and Welfare Canada and/or Provincial Regulations -which ever is more restrictive.
- Fire safety provisions during construction must comply with FCC Standards 301 and 302, administered by Fire Protection Engineering Services, Labour Program, Human Resources Development Canada, formerly known as the Fire Commissioner of Canada.
- In addition to the above, the Contractor must comply with the provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety.
- Ensure the Contractor is mandated to provide all required coordination, isolation, protection and reinstatement of the fire protection and suppression systems throughout construction. Notify the Property Manager each time the fire protection and suppression systems are bypassed and advise of estimated reinstatement time. Ensure the Contractor is mandated to provide Watchman Service as defined in FC 301 and by the Fire Commissioner

### **6.3.8 Site Visits**

- Provide non-resident construction inspection services. Ensure compliance with contract documents.
- Provide services of qualified personnel who are fully knowledgeable with technical and administrative requirements of project.
- Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
- Assess quality of work and identify in writing to the Contractor and to the Department all defects and deficiencies observed at time of such inspections.

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- Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
- Any directions, clarifications or deficiency list shall be issued in writing to RCMP.

### 6.3.9 Clarifications

- Provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.

### 6.3.10 Progress Reports

- Report to the PM regularly on the progress of the work. Submit weekly reports.

### 6.3.11 Work Measurement

- If work is based on unit prices, measure and record the quantities for verification of monthly progress claims.
- When Contemplated Change Notice is to be issued based on Unit Prices, keep accurate account of the work. Record dimensions and quantities.

### 6.3.12 Detail Drawings

- Provide for the Department's information any additional detail drawings as and when required to properly clarify or interpret the contract documents.

### 6.3.13 Shop Drawings

- On completion of project forward three copies of reviewed shop drawings to the Department.
- Ensure that shop drawings include the project number and are recorded in sequence.
- Verify the number of copies of shop drawings required. Consider additional copies for Client's departmental review.
- Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.
- Expedite the processing of Shop Drawings.

### 6.3.14 Inspection and Testing

- Prior to tender, provide Department with recommended list of tests to be undertaken, including on site and factory testing
- Ensure all testing is detailed within commissioning plan
- When contract is awarded, assist Departmental Representative in briefing testing firm on required services, distribution of reports, communication lines, etc.
- Review all test reports and take necessary action with Contractor when work fails to comply with contract.
- Immediately notify Project Manager when tests fail to meet project requirements and when corrective work will affect schedule.
- Assist Departmental Representative in evaluating testing firm's invoices for services performed.

### 6.3.15 Construction Changes

- The Consultant does not have authority to change the work or the price of the Contract. However, the Consultant will prepare Contemplated Changes Notices (CCNs) and Change Orders (COs).
- Changes which affect cost or design concept must be approved by the Department.
- Upon Departmental approval obtain quotations from the Contractor in detail. Review prices and forward promptly recommendations to the Department.

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- The Department will issue Consultant-prepared CCNs and COs to the Contractor, with copy to Consultant.
- All changes, including those not affecting the cost of the project, will be covered by Change Orders.
- The practice of "trade offs" is not allowed.

### **6.3.16 Contractor's Progress Claims**

- Each month the Contractor submits a progress claim for work and materials as required in the Construction Contract.
- The claims are made by completing the following forms where applicable:
  - Request for Construction Payment
  - Cost Breakdown for Unit and/or combined Price Contract
  - Cost Breakdown for Fixed Price Contract
  - Statutory Declaration Progress Claim
- Review and sign designated forms and promptly forward claims to the Department (Project Manager) for processing.
- Submit with each progress claim:
  - Updated schedule of the progress of the work.
  - Photographs of the progress of the work.

### **6.3.17 Materials On Site**

- The Contractor may claim for payment of material on site but not incorporated in the work.
- Materials must be stored in a secure place designated by the Department.
- A detailed list of materials with supplier's invoices showing the price of each item must accompany a claim; the Consultant shall check and verify this list (Detail Sheet).
- Items shall be listed separately on the Detail Sheet after the break-down list and total.
- As material is incorporated in the work the cost must be added to the appropriate Detail item and removed from the material list.

### **6.3.18 Acceptance Board**

- Inform the Department when satisfied that the project is substantially completed. The Consultant shall ensure that his/her representative, his/her sub-consultant representative, Resident On-Site Reviewer, Contractor and major sub-trades representatives shall form part of the Project Acceptance Board and attend all meetings as organized by the Department.

### **6.3.19 Interim Inspection**

- The Acceptance Board shall inspect the work and list all unacceptable and incomplete work on a designated form. The Board shall accept the project from the Contractor subject to the deficiencies and uncompleted work listed and priced.

### **6.3.20 Interim Certificates**

- Payment requires completion and signing, by the parties concerned, of the following documents:
  - Substantial Certificate of Completion
  - Statutory Declaration Interim Certificate of Completion
  - Worker's Compensation Board Certificate.
- Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

### **6.3.21 Building Occupation**



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- The Department or Client Department may occupy the building after the date of acceptance of the building by the Acceptance Board. The acceptance date is normally that of the Interim Certificate issued to the Contractor. As of the acceptance date, the Contractor may cancel the Contract Insurance, and the Department or Client Department (as the case may be) assumes responsibility for:
  - Security of the work(s).
  - Fuel and utility charges.
  - Proper operation and use of equipment installed in the project.
  - General maintenance and cleaning of the work(s).
  - Maintenance of the site. (Except any landscaping maintenance covered by the contract.)

### 6.3.22 Operation and Maintenance Data Manual

- Operation and Maintenance Data Manual: [4] sets of each volume produced by Contractor in accordance with Section [01730][01732] [01007] of project specification and verified for completeness, relevance and format by the Architectural, Mechanical and Electrical Consultants and submitted to the RCMP Project Manager prior to interim acceptance or actual start of operation and instruction period, whichever occurs sooner. The Contractor shall retain one copy of each volume for his record and use during the instruction period.

### 6.3.23 Instruction of Operating Personnel

- Make arrangements and ensure that Department's operating personnel is properly instructed on the operation of all services and systems using the final manuals as reference.
- Consultant to provide training sessions, as required, on the subject of design intent and systems operations. Utilize Systems operations manual for training sessions.

### 6.3.24 Keys

- Ensure that all keys and safe combinations are delivered to the Departmental Representative and/or the Client Department as applicable.

### 6.3.25 Final Inspection

- Inform the Departmental Representative when satisfied that all work under the contract has been completed, including the deficiency items. Inspection and Acceptance as a result of the Interim Inspection. The Department reconvenes the Acceptance Board which makes a final inspection of the project. If everything is satisfactory the Board makes final acceptance of the project from the Contractor.

### 6.3.26 Final Certificate

The final payment requires completion and signing, by the parties concerned, of the following documents:

- Final Certificate of Completion
- Statutory Declaration
- Workmen's Compensation Clearance Certificate
- Hydro Certificate
- Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.

### 6.3.27 Take-over

- The official take-over of the project, or parts of the project, from the Contractor is established by the RCMP Project Team which includes the Consultant and the Client Department. The date of Interim Certificate of Completion and the Final Certificate of Completion signifies commencement of the 12 month warranty period for work completed on the date of each

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- certificate in accordance with the General Conditions of the Contract.
- Provide Department with original copy of Contractor's warranties for all materials and work covered by an extended warranty or guarantee, according to the conditions of the specifications.
- Verify their completeness and extent of coverage.

### **6.3.28 As-Built and Record Drawings and Specifications**

- Following the take-over, obtain as-built marked-up hard copy from the Contractor:
- Show significant deviations in construction from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change Orders or from On Site Instructions.
- Check and verify all as-built records for completeness and accuracy and submit to RCMP.
- Produce Record Drawings by incorporating As-Built information into project drawings.
- Submit Record Drawings and Specifications in number and format required by the Consultant Agreement within [8] weeks of final acceptance.
- Provide a complete set of final shop drawings.

### **6.4 Deliverables**

- Written reports on the progress of the work and the cost of the project at the end of each month
- Additional detail drawings when required to clarify, interpret or supplement the Construction Documents
- Post contract drawings
- Interim or Final certificates
- Debrief of Commissioning Activities
- As built records
- Warranty deficiency list
- Report on Final Warranty Review

## **RS 7 RISK MANAGEMENT (ALL STAGES)**

### **7.1 Intent**

The consultant is to provide support to the Project Manager in identifying risks throughout the project life cycle.

### **7.2 General**

#### Scope and Activities

#### Risk Management Process:

- Identify risk events based on past experience and using proposed checklist or other available lists;
- Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
- Prioritize risk events (i.e. concentrate efforts on risk events with High probability and Medium to High impact);
- Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
- Implement risk mitigation.

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**7.3 Deliverables**

- Prepare Risk Management Reports at Design Development, 66% Design Documents, and 100% Design Documents stages.
- Include input from all sub-consultants, and from Client.
- Take steps to implement risk mitigation as required. This may include (but is not limited to) further recommendations, analysis, investigations, site meetings, site supervision, etc.

## **SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

### **SRE 1 GENERAL INFORMATION**

#### 1.1 Reference to the Selection Process

An Overview of the Selection Process' can be found in General Instructions (GI 9).

#### 1.2 Submission of Proposal

The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in "Submission of Proposal", General Instructions (GI 10)

#### 1.3 Calculation of Total Score

For this Standing Offer the Total Score will be established as follows:

Technical Rating x 70% = Technical Score (Points)

Price Rating x 30% = Price Score (Points)

Total Score Max. 100 Points

### **SRE 2 PROPOSAL REQUIREMENTS**

#### 2.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

1. Submit one (1) bound original plus two (2) bound copies of the proposal
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the proposals should follow the order established in the Request for Proposal SRE section.

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**SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION**

**3.1 MANDATORY REQUIREMENTS**

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

**3.1.1 Declaration/Certification Form(s)**

Proponents must complete, sign and submit the following:

1. Declaration Form(s) found in Appendix A.

**3.1.2 Licensing, Certification or Authorization**

The proponent shall be an architect licensed or eligible to be licensed to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province(s) for which the Proponents are submitting a bid. You must indicate current license or how you intend to meet the provincial licensing requirements.

**3.1.3 Consultant Team Identification**

The proponent, key sub-consultants and specialist are to be identified.

Proponent (prime consultant) - Architect

Key Sub-consultants / Specialists - Two (2) Mechanical Engineering

- Two (2) Electrical Engineering

- Structural Engineering

- Cost specialist

Information required - name of firm, key personnel to be assigned to this Standing Offer. For the prime consultant and sub-consultants indicate current license and/or how you intend to meet the provincial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to General Instructions - Limitation of Submissions).

Purpose of the two Mechanical and Electrical Engineering sub-consultants:

In order to eliminate the possibility that the proponent may be unable to provide service for a particular call-up because his/her mechanical and/or electrical engineering sub-consultant is not available, the proponent is, therefore, asked to name two mechanical and electrical engineering sub-consultants. An example of an acceptable format (typical) for submission of the team identification information is provided in Appendix B.

**3.2 RATED REQUIREMENTS**

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing and the graphic presentation will form part of the evaluation (use of language, document structure, typography, illustration, conciseness and completeness of the response):

**3.2.1 Proponent Team Structure**

*1. What we are looking for:*

How the proponent team will be organized; Prime, Sub-Consultants/Specialists and how the team fits in the context of the existing structure of the individual firms, or firms in the case of a joint venture.

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### *2. What the proponent must provide:*

A description of:

- i) Proponent Team's management and organization (reporting structure);
- ii) Organization chart with position titles and names. If applicable, joint venture business plan, and responsibilities;
- iii) Roles and responsibilities of key personnel;
- iv) Description of the team's approach to responding to the individual call-ups which will arise as a result of this standing offer;
- v) Quality control techniques;
- vi) Cost control techniques;
- vii) Communication strategies;
- viii) Demonstration of how you intend to meet the 'Project Response Time Requirements'

In the description of the Proponent Team, higher consideration will be given to the appropriate and significant involvement of Senior personnel in key positions and to sub-consultant and specialist integrated teams that have a demonstrated track record of working together.

### **3.2.2 Past Experience (Architect - Prime Consultant)**

#### *1. What we are looking for:*

The proponent must demonstrate that over at least the past five (5) years it has participated in a range of studies/reports/analysis projects and design and construction projects requiring a full scope of services in accordance with the Required Services (RS) section. The projects must be comparable in terms of the dollar value of the maximum call-up limit of this particular standing offer. Projects involving special characteristics or design challenges should be noted. Demonstrate how your projects have brought value to Canadians.

#### *2. What the proponent should provide:*

A description of:

- i) A brief description of a maximum of three (3) significant government or institutional projects. At least one project should be a study/report/analysis type of project. At least one project should be an office and/or multipurpose project. All projects should have been completed over the last five (5) years by the firm;
- ii) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities;
- iii) Indicate the completion date for the listed projects;
- iv) Total usable square metres;
- v) Construction and procurement estimated and final costs and justifications;
- vi) Scope of services rendered, project objectives, constraints and deliverables;
- vii) Design challenges and creative and innovative design solutions, especially those which demonstrate a holistic approach to workplace contemporary design;
- viii) Sustainable design experience;
- ix) Photographs or graphic illustrations;
- x) Techniques used to ensure an effective consultative process;
- xi) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary; and
- xii) An indication letter (or other) of client satisfaction.

In the description of the Architect's Past Experience, higher consideration will be given to the architectural proponent who can demonstrate that the proposed prime consultant team of key personnel has had substantial internal (within the firm) team working experience.

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3.2.3 Past Experience, Sub-Consultants/Specialists  
(2 Mechanical Engineering, 2 Electrical Engineering, a Structural Engineering and a Cost Specialist)

*1. What we are looking for:*

Sub-consultants and specialists must demonstrate that over at least the past 5 years it has participated in a range of studies/reports/analysis projects and design and construction projects requiring a full scope of services in accordance with the Required Services (RS) section. The projects should be comparable in terms of the dollar value of the maximum call-up limit of this particular standing offer. Projects involving special characteristics or design challenges should be noted.

*2. What the proponent should provide:*

A description of:

- i) A brief description of a maximum of three (3) significant government or institutional projects. At least one project should be a study/report/analysis type of project. At least one project should be an office and/or multipurpose project. All projects should have been completed over the last five (5) years by the firm;
- ii) For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities;
- iii) Indicate the completion date for the listed projects;
- iv) Total usable square metres;
- v) Construction and procurement final costs;
- vi) Scope of services rendered, project objectives, constraints and deliverables;
- vii) Design challenges and creative and innovative design solutions, especially those which demonstrate a holistic approach to workplace contemporary design;
- viii) Sustainable design experience;
- ix) Photographs or graphic illustrations;
- x) techniques used to ensure an effective consultative process;
- xi) Client references - name, address, phone and fax of client contact at working level

Reference

checks may be completed if deemed necessary; and

- xii) An indication (letter or other) of client satisfaction.

In the description of Sub-Consultants/Specialist's Past Experience, higher consideration will be given to the appropriate significant involvement of Senior personnel in key positions and to sub-consultant and specialist integrated teams that have a demonstrated track record of working together.

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### 3.2.4 Key Personnel Expertise and Experience - Proponent Team

#### 1. *What we are looking for:*

A demonstration that the proponent team has senior and project personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS) section.

#### 2. *What the proponent should provide:*

- i) Submit a maximum of three (3) curricula vitae for each of: the prime consultant, the mechanical consultants, the electrical consultants and the structural consultant;
- ii) Submit a maximum of two (2) curricula vitae for the cost specialist;
- iii) These curricula vitae must clearly indicate the years experience which each of the personnel has in the provision of the services specified in the Required Services (RS) section;
  - Identify the personnel's years of experience in the profession and with the firm;
  - Professional accreditation (if applicable);
  - Accomplishments / achievements / awards.

Higher consideration will be given to total proponent team firms who's key personnel have had previous interoffice working team experience within the firm.

### 3.3 Evaluation and Rating

#### EVALUATION APPROACH

This Annex describes the process that the Royal Canadian Mounted Police (RCMP) will follow to evaluate proposals received, and select the recommended Bidder. Proposals will be evaluated in terms of company and resource qualifications, using Mandatory and Rated Requirements in SR3, and the Financial Requirements in Appendix (C).

#### EVALUATION TEAM

An evaluation team composed of representatives of the RCMP will evaluate the proposals on behalf of Canada. Canada reserves the right to hire any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

#### BIDDER'S COMPLIANCE TO THE EVALUATION PROCESS

By submitting a proposal, the Bidder agrees to be bound by the process set out in this solicitation regarding the conduct of the evaluation process and that it will comply with all requirements specified herein.

#### INFORMATION TO EVALUATE

The following factors will be taken into consideration in the evaluation of each bid:

- (a) All information provided in the Bidder's proposal to the stated requirements as defined in this RFP;
- (b) Clarifications from Bidders, which may be requested and provided during the evaluation process; and
- (c) Clarifications obtained by the Evaluation Team from reference checks of otherwise responsive Bidders or independent research or from any other third parties;

#### EVALUATION REQUIREMENTS

- (a) Bidders must provide proposed resources in all categories to qualify for further consideration in the Evaluation process.



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- (b) To remain responsive, bids must meet:
  - (i) all mandatory requirements;
  - (ii) any minimum pass scores for the Rated Requirements; and
  - (iii) an overall score of 70% of the Rated Requirements,
  
- (c) Proposals will be evaluated and scored in accordance with the specific Technical Requirements set out in SR3. The maximum allowable points and minimum passing scores for each Rated Requirement are indicated in SR3.
  
- (d) Each requirement will be scored individually.
  
- (e) There are some rated items in SR3 where the general guidelines in Table 1 are not appropriate. In those cases, the requirements will be rated in accordance with the specific criteria that are specified in the Rated Requirements.
  
- (f) (IF APPLICABLE) The criteria provided will be evaluated against the Rated Requirements noted in Annex B. The criteria will be scored as follows:
  
- (g) For the Rated Criteria: the total score will be worth 70% of the total points allotted. Table 2 shows how this calculation will be applied.

**EVALUATION PHASES AND CONTRACTOR SELECTION METHODOLOGY**

There are several phases in the evaluation methodology, which are described below. Notwithstanding that the evaluation and contractor selection methodology will be conducted in phases, the fact that Canada has proceeded to a later phase shall not be deemed to mean that Canada has conclusively determined that the Contractor has successfully passed all the previous phases. Canada reserves the right to conduct phases of the evaluation in parallel.

**Phase 1 – Confirmation of Compliance to Mandatory Requirements:**

Each bid will be reviewed for compliance with the mandatory requirement of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory” or “M”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

<b>MANDATORY CRITERIA</b>	<b>MET</b>	<b>NOT MET</b>
Signed Declaration forms found in Appendix A		
Licensing Certification or Authorization		
Consultant Team Identification		
Proponent Identification (prime consultant ) Architects Key Sub-consultants / Specialists - Two mechanical Engineering Two (2) electrical engineering Structural Engineering Cost Specialist		

- ii) The mandatory requirements are described in Section 3.1.

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**Phase 2 – EVALUATION OF RATED REQUIREMENTS – TECHNICAL PROPOSAL:**

(i) Each proposal that meets all the mandatory requirements will be rated by assigning a score to the Rated Requirements, which are identified in the bid solicitation by the word "rated" or "RU" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The Rated Requirements are described in SR3.

(ii) Any proposal that does not achieve the minimum score established for each Rated Requirement, and does not meet a minimum overall score of 70% will be considered non-responsive.

(iii) Generally, most rated items that will be rated on a more qualitative basis (e.g. "The Bidder should describe its approach".) will be evaluated in accordance with the General Evaluation Guidelines found below in Table 1. Wherever reference is made in the Rated Requirements column in Annex (A) to "General Evaluation Guidelines", the rating scale below in Table 1 will be used.

Table 1: General Evaluation Guidelines	
Factor	Description
1.0 Excellent	The requirement has been addressed clearly and thoroughly and indicates the Bidder or the Bidder's candidate clearly exceeds the minimum requirements. Knowledge, experience or capability clearly exceeds the established minimum specified in the requirement. OR The Bid indicates an excellent understanding of the requirements. OR The Bidder's response indicates an approach that is feasible. The approach as a whole is viewed as achievable with no risk to the RCMP.
0.8 Very good	The requirement has been addressed clearly and indicates the Bidder or the bidder's candidate somewhat exceeds the minimum requirements. Knowledge, experience or capability somewhat exceeds the established minimum specified in the requirement. OR The Bid indicates a very good understanding of the requirements. OR The Bidder's response indicates an approach that is feasible. The approach as a whole is viewed as achievable with minimal risk,
0.7 Good	The requirement has been addressed adequately to demonstrate that the Bidder or the Bidder's candidate meets the minimum threshold. Knowledge, experience or capability meets the established minimum specified in the requirement in all respects. OR, The bid indicates a good understanding of the requirements. OR The Bidders's response indicates an approach that is feasible. The approach as a whole is viewed as achievable with some, but acceptable risk.

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0.4 Poor	The requirement has not been addressed thoroughly or clearly or does not adequately demonstrate that the Bidder meets the minimum threshold. Knowledge, experience or capability does not meet the established minimum specified in the requirement but the Bidder or its proposed candidate has some relevant knowledge, experience or capability. OR The Bid indicates a poor understanding of the requirements. OR The Bidder's response indicates an approach that is weak. The approach as a whole is viewed as achievable with major risk.
0.0 Unacceptable	The Bidder or the Bidder's proposed candidate has no relevant knowledge, experience or capability in relation to the requirement, OR The Bid indicates a lack of understanding of the requirements. Or, The bidder's response does not indicate an approach. OR The approach as a whole is viewed as unachievable.

<b>Table 2 – Rated Criterion</b>	<b>Rating</b>
<b>3.2 Clarity of Proposal</b>	<b>5</b>
<b>3.2.1 Proponent Team Structure</b>	<b>20</b>
<b>3.2.2 Past experience, Architect – Prime Consultant</b>	<b>25</b>
<b>3.2.3 Past experience, - Sub Consultant / Specialists</b>	<b>25</b>
<b>3.2.4 Key Personnel Expertise and Experience – Proponent Team</b>	<b>25</b>
<b>Total</b>	<b>100</b>

**Phase 3 –EVALUATION OF FINANCIAL PROPOSAL:**

(i) As part of the evaluation process, the Financial Proposals of those bidders that are still considered responsive after Phase 2 will be evaluated.

(ii) RCMP will independently assess the financial proposals of all technically responsive proposals.

(iii) The financial proposals of all technically responsive Bidders will be evaluated with respect to the requirements as described in SR3, Financial Proposal Evaluation and Submission Tables, of this solicitation.

(iv) (IF APPLICABLE) The Total Bid Evaluation Value (TBEV) for all compliant bids will be calculated based on:

(A) Total of the initial Contract period estimated price, established by multiplying the estimated number of days per category for the initial Contract period, supplied in the Total Bid Evaluation (TBEV) Pricing Model at Appendix C, by the proposed firm per diem rates;

(B) Plus: Total of Option year 1 estimated price, established by multiplying the estimated number of days per category for Option year 1, supplied in the TBEV Pricing Model, by

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the Option year 1 firm per diem rates (established by multiplying the initial Contract period rates by the proposed Rate Escalation Factor {REF});

(v) At this point, Financial Proposals will be reviewed for Unreasonably Low Rates. Bidders proposing unreasonably low rates will be asked to provide adequate Substantiation for those rates, if required.

(A) The definition of an "unreasonably low rate" for the purpose of this Request for Proposal is either:

1.0 Any proposed firm category per diem rate per period (e.g. initial Contract period, Option year 1, Option year 2) that is more than 20% lower than the average category rate bid by all other responsive Bidders (excluding the lowest rate). The average will be determined by: adding all firm per diem rates bid for the category (excluding the lowest rate) for the specific period, and dividing it by the number of rates that were added together; or

2.0 Any Total Bid Evaluation Value that is more than 20% lower than the average TBEV of all other responsive Bidders (excluding the lowest TBEV). The average TBEV will be determined by adding all the Total Bid Evaluation Values (excluding the lowest TBEV) and dividing by the number of TBEVs that were added together; or

3.0 Both

(B) The definition of "adequate substantiation" for a category is:

1.0 One invoice for each of two different resources in the category:

- (I) Provided to clients outside of the Bidder's own organization,
- (II) Invoiced within 12 months of RFP closing with a rate no higher than that bid for this RFP;
- (III) The resources must have been providing their services in the Atlantic Region, or a reasonably equivalent market in Canada; and

2.0 A resume for each of the resources invoiced in 1.0 above. The resumes of the resources provided for substantiation must be able to achieve the minimum score for the category when evaluated against the category's Rated Requirements.

The definition of "adequate substantiation" for a TBEV is one invoice for a resource in each category named by the Contracting Authority, with all the same conditions as in (B) 1.0 and 2.0 above.

Should the Bidder be unable to substantiate unreasonably low rates, the proposal will be considered nonresponsive and will receive no further consideration. A sample of how this will be applied is shown in Table 4 Example 1 and Example 2 below:

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Table 4 – Unreasonable Low Rate Determination				
<b>Example 1: Category Rate</b>				
	Bidder A	Bidder B	Bidder C	Bidder D
Rates proposed for the category	\$400.00	\$420.00	\$450.00	\$335.00
Add all but lowest rate THEN Divide sum by number of rates added	$\$400 + \$420 + \$450 = \$1,270$			N/A
Average rate minus 20%	$\$423.33 - 20\% = \$338.66$			
The lowest rate is more than 20% lower than the average rate: adequate substantiation is sought. If adequate substantiation was not provided, the bid would be considered non-responsive, and would be disqualified				
<b>Example 2: Total bid Evaluation Value</b>				
	Bidder A	Bidder B	Bidder C	Bidder D

Total Bid Evaluation Value	\$9,800.00	\$11,000.00	\$12,000.00	\$13,900.00
Add all but the lowest TBEV THEN Divide sum by number of TBEVs added	$\$11,000.00 + \$12,000.00 + \$13,900.00 = \$36,900.00$ $\$36,900 / 3 = \$12,300.00$			
Average TBEV minus 20%	$\$12,300.00 - 20\% = \$9,840.00$			
The lowest TBEV is more than 20% lower than the average TBEC: adequate substantiation is sought. If adequate substantiation was not provided, the bid would be considered non-responsive, and would be disqualified.				

**Phase 4 –CONTRACTOR SELECTION:**

(i) Step 1: Determining the Combined Rating of Technical Merit and Price:

- (A) Each Technical Proposal Weighted Score will be established by multiplying the technical score by 70% and dividing the result by 10, and
- (B) Each Financial Proposal Weighted Score will be established by multiplying the lowest TBEV by 30% and dividing the result by the TBEV established for the bid.

(ii) Step 2: Determining Best Value.

The responsive Bidder who achieves the highest Combined Rating of Technical Merit and Price will be deemed the Best Value, and will be recommended for contract award, provided that the Total Bid Evaluation Value of the bid is no higher than 20% above the

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responsive bid with the lowest Total Bid Evaluation Value. Otherwise, the bid with the next highest Combined Rating of Technical Merit and Price will be recommended for award applying the same 20% methodology. A sample of how this will be applied is shown in the Table 5 below.

Table 5 – Example of Best Value Determination

Highest combined Rating of Technical Merit (70%) and Price (30%) – with a maximum technical score of 100 pts			
STEP 1			
	Bidder A	Bidder B	Bidder C
Technical Proposal Score	760	740	865
Technical Proposal Weighted Score TPS * 70% / 10	53.2	51.8	60.55
Total Bid Evaluation Value (TBEV)	\$12,500	\$12,200	\$14,900
Financial Proposal Weighted Score 30 * (lowest TBEV) / TBEV	29.28	30	20.31
Combined Rating of Technical Merit and Price	82.48	81.8	80.86
STEP 2			
Add all but highest TBEV and Dividing sum by number of TBEVs added	\$12,200+ \$12,500= \$24,700 \$24,700/ 2 = \$12,350,		
Average TBEV + 20%	\$12,350+ 20% = \$14,820		
MAXIMUM TBEV	\$14,820		
Bidder C's TBEV is more than 20% higher than the average TBEV, so the bid would be considered non-responsive, and would be disqualified. Bidder A is the Bidder with the highest Combined Rating of Technical Merit and Price, and does not exceed the average TBEV by 20%, so it would be recommended as the Contractor.			

(B) Where two or more responsive proposals achieve the identical Combined Rating of Technical Merit and Price Value, the Bidder with the lowest Total Bid Evaluation Value will be ranked higher.

(C) Bidders who have not satisfied the Mandatory Requirements (SRE 3), in the time allotted by Canada will be deemed non-responsive and their proposals will be given no further consideration.

(D) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a Bidder may have been issued a Standing Offer, issuance of any Standing Offer will be contingent upon internal approval in accordance with Canada's policies. If such approval is not given, no Standing Offer will be awarded.

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**BIDDER'S TIME FOR RESPONDING DURING EVALUATION**

(a) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder regarding its proposal, the Bidder will have two (2) working days or such longer period as is specified in writing by the Contracting Authority to provide the necessary information to Canada.

(b) Requests for Interviews: If Canada wishes to interview the Bidder or any or all of the resources named by the Bidder to fulfill the requirements of this solicitation, the Bidder will have 3 working days following notice by Canada to make such arrangements as are necessary (at the Bidder's sole cost) to arrange for such interview to take place in the National Capital Area.

(c) Extension of Time: If the Bidders require additional time, time may be granted at the sole discretion of the Contracting Authority. Failure to meet a deadline identified by the Contracting Authority as such will result in the proposal being declared non-responsive.

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**APPENDIX A**  
**Declaration/Certification Form**

Name of Offeror:

Street Address: Mailing Address (if different than street address):

City:

Prov./Terr./State: Prov./Terr./State:

Postal/ZIP Code: Postal/ZIP Code:

Telephone Number:(    )

Fax Number: (    )

E-Mail:

Type of Organization (*circle one*):

Sole Proprietorship

Partnership

\_\_\_\_\_

Corporation

Joint Venture

Size of Organization :

Number of Employees: \_\_\_\_\_

Graduate Architects/Prof. Engineers: \_\_\_\_\_

Other Professionals: \_\_\_\_\_

Technical Support: \_\_\_\_\_

Other: \_\_\_\_\_

The Offeror must complete the following certification. If any offer is submitted by a joint venture, then the information is required from each component entity.

This Declaration forms part of the offer. Failure to include such representation and warranty with the offer by executing the signature block below will render the offer as non-responsive.



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*Request for Standing Offer (RFSO) Declaration Form (page 2 of 3)*

**Federal Contractors Program for Employment Equity - Certification**

Pursuant to GI 16, the Proponent must complete the following certification. If any proposal is submitted by a joint venture, then the information is required from each component entity.

1. The Proponent certifies its status with FCP-EE, as follows:

The Proponent:

- (a)  is not subject to the FCP-EE, having a workforce of less than 100 permanent full time, part-time or temporary employees in Canada,
- (b)  is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c)  is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full time, part-time or temporary employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d)  is subject to FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP-EE is available on the following HRSDC Web site: <http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), the Program requirements do apply, and as such, the Proponent is required to submit HRSDC form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED or a valid Certificate number confirming its adherence to the FCP-EE.

3. The Proponent acknowledges that the Minister shall rely on this certification to issue a standing offer. Should a verification by the Minister disclose a misrepresentation on the part of the Proponent, the Minister shall have the right to terminate any standing offer and/or contract resulting from this proposal.

4. In all cases, the Proponent is required to produce evidence or supporting information on demand prior to the issuance of a standing offer, if such evidence is not included with its proposal.

**Royal Canadian Mounted Police  
Gendarmerie royale du Canada**

*Request for Standing Offer (RFSO) Declaration Form (page 3 of 3)*

Name of Proponent:

This Declaration forms part of the offer. Failure to include such representation and warranty with the proposal by executing the signature block below will render the proposal as non-responsive.

Education, Professional Accreditation and Experience:

All statements made with regard to the education, professional accreditation and the experience of individuals proposed for providing services under the Standing Offer are accurate and factual, and we are aware that the Minister reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive. Should a verification by the Minister disclose untrue statements, the Minister shall have the right to treat any Standing Offer resulting from this solicitation as being in default and to terminate it accordingly.

**DECLARATION:**

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached Proposal is accurate to the best of my knowledge.

Name (print): \_\_\_\_\_

Capacity: \_\_\_\_\_

Signature : \_\_\_\_\_

\_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_

Date: \_\_\_\_\_

RCMP contact will be with the above named person.

**APPENDIX B**  
**Team Identification**

For details on this format, please see SRE in the Request For Standing Offer. The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

I. Prime Consultant:

Architectural Firm

Name.....

Key Individuals and .....

provincial .....

professional licensing .....

status. ....

.....

.....

II. Key Sub Consultants:

Mechanical Engineering

Firm Name .....

Key Individuals .....

professional licensing .....

status. ....

.....

Firm Name .....

Key Individuals .....

professional licensing .....

status. ....

.....

Electrical Engineering

Firm Name .....

Key Individuals .....

professional licensing .....

status. ....

.....

Electrical Engineering (cont'd)

Firm Name .....

Key Individuals .....

professional licensing .....

status. ....

.....

Structural Engineering

Firm Name .....

Key Individuals .....

professional licensing .....

status. ....

.....

Cost Specialist

Firm Name .....

Key Individuals .....

**APPENDIX C  
PRICE PROPOSAL**

**INSTRUCTIONS**

1. Complete the pricing tables (on the following pages) and submit in (a) separate sealed envelope(s), with the Offeror's name, Solicitation Number, "Financial Offer" typed on the outside.
2. Financial Offers are not to include HST and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form. ***The pricing tables must be completed in full to be considered for issuance of a Standing Offer.***
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, **the following requirement must be strictly adhered to:** Offerors must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. **Failure to insert an hourly rate for each position listed will render your offer non-responsive.**
5. The hourly rates identified will be for the duration of each year of the Standing Offer.
6. Travel and Living Expenses: Firms are reminded that this Standing Offer covers the geographical areas of Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland. Travel time and travel-related expenses associated with the delivery of services described in this standing offer must be included in their price offer.
7. Fixed hourly rates for each category are to be provided in column B and are multiplied by the estimated quantity (column A). Please note that estimated usages are provided in good faith for evaluation purpose only and do not imply that all hours will be used or will not be exceeded.
8. Rates are firm and all inclusive - including overhead, profit and all related costs for the services as described in the attached Required Services – SR3

**Name of Offeror:** \_\_\_\_\_

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

Royal Canadian Mounted Police  
Gendarmerie royale du Canada

**Pricing Table for Year One**  
**(Period of August 1, 2013 up to and including July 31, 2014)**

<b>Category of Personnel for Architectural/Engineering &amp; Support Staff Year One</b>	<b>Estimated Quantity (A) (Hours)</b>	<b>Fixed Hourly Rate (B)</b>	<b>Total (AxB)</b>
<b>1. Senior Engineer/Architect</b>	<b>200</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>2. Intermediate Engineer/Architect</b>	<b>800</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>3. Technologist</b>	<b>1100</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>4. CADD Technologist</b>	<b>600</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>5. Clerical/Administrative Support</b>	<b>250</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>6. Disbursements</b>	<b>1</b>	<b>N/A</b>	<b>\$ _____</b>
<b>7. Total (YEAR ONE)</b>			<b>\$ _____</b>

**Pricing Table for *Option Year ONE***  
**(Period of August 1, 2014 up to and including July 31, 2015)**

<b>Category of Personnel For Architectural/Engineering &amp; Support Staff (OPTION YEAR 1)</b>	<b>Estimated Quantity (A) (Hours)</b>	<b>Fixed Hourly Rate (B)</b>	<b>Total (AxB)</b>
<b>1. Senior Engineer/Architect</b>	<b>200</b>	\$ _____	\$ _____
<b>2. Intermediate Engineer/Architect</b>	<b>800</b>	\$ _____	\$ _____
<b>3. Technologist</b>	<b>1100</b>	\$ _____	\$ _____
<b>4. CADD Technologist</b>	<b>600</b>	\$ _____	\$ _____
<b>5. Clerical/Administrative Support</b>	<b>250</b>	\$ _____	\$ _____
<b>6. Disbursements</b>	<b>1</b>	<b>N/A</b>	\$ _____
<b>7. Total (OPTION YEAR 1)</b>			\$ _____