Purchasing Office: - Bureau des achats :

Procurement & Contracting Services Bid Receiving Unit VISITOR'S CENTRE 73 Leikin Drive Ottawa, Ontario K1A 0R2 Attention: Sonya Dupont

Tel: 613-843-3798

Services d'acquisitions et des marchés Module de réception des soumissions CENTRE DES VISITEURS 73 promenade Leikin Ottawa (Ontario) K1A 0R2 Attention: Sonya Dupont

Tel: 613-843-3798

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

r								
Title – Sujet Campus Master F	Plan Update		Date August 23, 2013					
Solicitation No. – № de l'invitation 201402493								
Solicitation Close	s – L'invitation pro	end fin						
At /à : 2:00 F	PM		astern Daylight Saving Time) eure avancée de l'Est)					
On / le : Octob	er 7, 2013							
F.O.B. – F.A.B Destination	GST – TPS See herein — V présentes	/oir aux						
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes								
Instructions See herein — Vo	ir aux présentes							
Address Inquiries Adresser toute de anna.rozanski@r	mande de renseig	jnements	s à					
Telephone No. – N 613-843-6972	lo. de téléphone	Facsimile No. – No. de télécopieur 613-825-0082						
Delivery Required Livraison exigée See herein — Vo			y Offered – on proposée					
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:								

Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name, Address and Re adresse et représentant du fourniss	•
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur
Name and title of person authorized (type or print) – Nom et titre de la pe du fournisseur/de l'entrepreneur (ta d'imprimerie)	ersonne autorisée à signer au nom
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Security Requirements Checklist, and any other annexes.

2. Summary

The Royal Canadian Mounted Police (RCMP) National Headquarters Assets Management requires a multi-disciplinary team to provide real property service. The team will be required to update the 2005 Campus Master Plan for the RCMP's Technical Protective Operations Facility (TPOF). The team will be led by an Urban Planner/Designer and the members will be comprised of a Transportation Engineer/Planner, a Civil Engineer and an Environmental Professional. Their primary tasks will be to update the inventory of site conditions to reflect existing development, review the design principles, explore land use options, consult stakeholder groups including the National Capital Commission and refresh the 2005 TPOF Campus Master Plan.

This solicitation is intended to result in the award of one contract.

The period of the resulting Contract will be from date of Contract award to March 31, 2014 inclusive, with the irrevocable option to extend the term of the Contract by up to twelve (12) months under the same terms and conditions.

There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security Requirements, and Part 7 - Resulting Contract Clauses.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), North American Free Trade Agreement (NAFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Columbia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 - Code of Conduct and Certification - Bid of 2003 referenced above is amended as follows:

Delete subsection 1.4 and 1.5 in their entirety.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days Insert: 180 days

2. Submission of Bids

Bids must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to RCMP will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (four hard copies)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy)

Section IV: Additional Information (one hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process <u>Policy on Green Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

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

The technical bid consists of the following:

- (a) Completed and signed page 1 of the solicitation.
- (b) Résumés for Proposed Resources: The technical bid must include résumés for the resources identified in the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
 - i. No more than one résumé may be submitted per required Category of Personnel.
 - ii. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. For educational requirements for a particular degree, designation or certificate, RCMP will only consider



educational programs that were successfully completed by the resource by the time of bid closing.

- iii. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
- iv. For any requirements that specify a particular time period (e.g., 2 years) of work experience, RCMP will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).
- v. For work experience to be considered by RCMP, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (c) Any other information the Bidder considers relevant.
- (d) Completed Annex D.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with Annex "F" Financial Presentation Sheet (Basis of Payment). The total amount of Applicable Taxes must be shown separately, if applicable.

1.2 Exchange Rate Fluctuation

C3011T (2013-04-25), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.



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1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex C.

1.2 Financial Evaluation

- (a) The price of the bid will be evaluated in Canadian dollars as per the Calculation of Bid Evaluated Price section below. Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- (b) Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- (c) Calculation of Bid Evaluated Price

The figures below are strictly for evaluation purposes only and not a commitment on the part of the RCMP.

Note: The total level of effort will be prorated on a total of 100 days overall.

Table 1a

Resource	Bid Level of Effort	Pro-rated Level of Effort
Urban Planner/Designer	210 days	50 days - 50%
Transportation Engineer/Planner	60 days	14.29 days - 14.29%
Civil Engineer	40 days	9.52 days - 9.52%
Environmental Professional	110 days	26.19 days - 26.19%
Total	420 days	100 days or 100%

Table 1b

Resource	Firm Per Diem Rate (Bidder Financial Proposal)	Pro-rated Level of Effort	Sub-Total
Urban Planner/Designer	\$500.00	50 days	\$25,000.00
Transportation Engineer/Planner	\$400.00	14.29 days	\$5,716.00
Civil Engineer	\$450.00	9.52 days	\$4,284.00
Environmental Professional	\$300.00	26.19 days	\$7,857.00
Bid Evaluated Price	\$42,857.00		

2. Basis of Selection

- 2.1 To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and



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- (c) obtain the required minimum points specified for each resource for the technical evaluation. The rating is performed on a scale of 300 points.
- 2.2 Bids not meeting a), b), and c) will be declared non-responsive.
- 2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30% for the price.
- 2.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 2.8 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 300 and the lowest evaluated price is \$42,857.00.

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)							
		Bidder 1	Bidder 2	Bidder 3			
Overall Techn	ical Score	180/300	250/300	200/300			
Bid Evaluated	l Price	\$55,000.00	\$55,000.00 \$50,000.00 \$42,857.				
Calculations	Technical Merit Score	180/300 x 70 = 42	250/300 x 70 = 58.33	200/300 x 70 = 46.67			
	Pricing Score	42,857/55,000 x 30 = 23.38	42,857/50,000 x 30 = 25.71	42,857/42,857 x 30 = 30.00			
Combined Ra	ting	65.38	84.04	76.67			
Overall Rating	3	3rd	1st	2nd			

- 2.9 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. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- 2.10 If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

PART 5 - CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award



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1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in the Code of Conduct and Certifications clause of the Standard Instructions as identified in this solicitation. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Former Public Servant Certification

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated:
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.



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•	
Former Public Servant in Receipt of a Pensi	ion
As per the above definitions, is the Bidder a FF	S in receipt of a pension? Yes () No ()
If so, the Bidder must provide the following info	rmation, for all FPS in receipt of a pension, as applicable:
a) name of former public servant;b) date of termination of employment or re	etirement from the Public Service.
servant in receipt of a pension, will be reported	at the successful Bidder's status, with respect to being a former public on departmental websites as part of the published proactive disclosure Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contract
Work Force Adjustment Directive	
Is the Bidder a FPS who received a lump sum (payment pursuant to the terms of the Work Force Adjustment Directive?
If so, the Bidder must provide the following info	rmation:
For all contracts awarded during the lump sum received a lump sum payment is \$5,000, include	payment period, the total amount of fees that may be paid to a FPS who ling Applicable Taxes.
2.2 Status and Availability of Resources	3
SACC Manual clause A3005T (2010-08-16) Sta	atus and Availability of Resources
2.3 Education and Experience	
SACC Manual clause A3010T (2010-08-16) Ec	lucation and Experience
The Bidder hereby certifies compliance to the r	equired certifications, as listed above.
Name:	Title:
Signature:	Date:

PART 6 - SECURITY REQUIREMENT

1. Security Requirement

1.1 Before award of a contract, the following conditions must be met:



- a) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
- the Bidder must provide personal data including the full name, date of birth, present address and other data of all individuals who will require access to classified or protected information, assets or sensitive work sites -Fingerprinting may be required;
- c) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
- d) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 Section IV Additional Information.
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

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

2. Standard Clauses and Conditions

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

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

2.1 General Conditions

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 41 Code of Conduct and Certifications – Contract of 2035 referenced above is amended as follows:

Delete subsection 41.4 in its entirety.

3. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

- a) The Contractor is required to be security cleared at the levels of RCMP Facility Access or RCMP Reliability Status or RCMP Secret as verified by the Personnel Security Unit (PSU) of the Royal Canadian Mounted Police (RCMP).
 - i. RCMP Facility Access clearance is required for personnel assisting in information gathering on site where there in no access to Protected Information.
 - ii. RCMP Reliability Status clearance is required for personnel exposed to Protected Information.
 - iii. RCMP Secret clearance is required for personnel who will synthesize Protected Information.



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- b) The Contractor must ensure that its personnel are made aware of and comply with the Security Requirement.
- c) The Contractor must comply with the provisions of the Security Requirements Check List in Annex B.

3.1 Information and Communications Technology Security

The following preliminary Information and Communications Technology Security requirements apply and form part of the Contract.

- a) All work must be performed on an RCMP-issued computer, which will be returned to the care and control of the RCMP once the contract has been fully executed and completed.
- b) Use of portable electronic storage media (e.g. external hard drive, USB memory stick, etc.) by the Contractor is prohibited for this Contract. This clause shall apply to any notes, reports, deliverables and other documents produced within the scope of this Contract.
- c) Should any RCMP-owned IT assets leave RCMP premises, a site visit/assessment by the appropriate RCMP IT Security authorities must be done concurrently with the Physical Security assessment.

3.2 Physical Security

Any site outside RCMP space will be visited by the appropriate RCMP Physical Security authorities and approved for the storage of Protected "A" and "B" material.

Operations Zone - At a minimum, a fully enclosed lockable room that is reserved to the RCMP cleared personnel is required. Also a cabinet or locked container in the room for the paper files is required.

Site specific recommendations can be expected, as necessary, following the site visit.

3.3 Contractor's Site or Premises Requiring Safeguard Measures (To be provided by Bidder)

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country



4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2014 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional three-month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least seven calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anna Rozanski

Title: Senior Procurement Officer

Royal Canadian Mounted Police, HQ Procurement and Contracting

Address: 73 Leikin Drive, Mailstop # 15, Ottawa, Ontario K1A 0R2 Canada

Telephone: 613-843-6972 Facsimile: 613-825-0082

E-mail address: anna.rozanski@rcmp-grc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: (To be specified at award of contract)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (To be provided by Bidder)

6. Proactive Disclosure of Contracts with Former Public Servants (To be included in the contract if applicable)

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service</u> <u>Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.



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7. Payment

7.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in the contract for a cost of \$ ______ (To be specified at award of contract). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Method of Payment – Milestone Payments

- 7.2.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:
 - a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
 - b) all such documents have been verified by Canada;
 - c) the total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- 7.2.2 The Schedule of Milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No. Description		Cost Breakdown	Due Date	
6.1	Update the Inventory of Existing Conditions	10%	TBD	
6.2	Preliminary Stakeholder Consultation	10%	TBD	
6.3	Review and Update Planning and Design Principles	10%	TBD	
6.4	Speculate on Development Plan Options	10%	TBD	
6.5	Presentation of Development Plan Option to Stakeholders	10%	TBD	
6.6	Initial NCC ACPDR Presentation	10%	TBD	
6.7	Final Stakeholder Presentation	10%	TBD	
6.8	Final NCC ACPDR presentation	10%	TBD	
6.9	TPOF Campus Master Plan compilation and FLUA submission	10%	March 31, 2014	
7.0	Final Acceptance – Completion and Delivery of All Work	10%	TBD	

NOTE: Milestones based on Annex "A" Statement of Work. Cost Breakdown based on Contractor Firm All-Inclusive Price.

7.2.3 The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final invoice for the payment is submitted.

8. Invoicing Instructions



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- 8.2 Invoices must be distributed as follows:
 - a) The original and one copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
 - b) One copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

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

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the general conditions 2035 (2013-06-27) General Conditions Higher Complexity Services;
- c) Annex A, Statement of Work;
- d) Annex B, Security Requirements Check List;
- e) Annex C, Non-disclosure Agreement;
- f) the Contractor's bid dated (To be specified at award of contract).

12. Foreign Nationals (Canadian Contractor) OR Foreign Nationals (Foreign Contractor) (To be specified at award of contract)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) OR

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

13. Insurance

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



14. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "C", and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

15. SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

B6802C (2007-11-30) Government Property

B9028C (2007-05-25) Access to Facilities and Equipment



ANNEX A

STATEMENT OF WORK

1.0 Requirement

The RCMP National Headquarters Asset Management (NHQ Assets Mgmt.) requires the services of a multi-disciplinary team to update the 2005 Campus Master Plan for the RCMP's Technical Protective Operations Facility (TPOF). The multi-disciplinary team will be led by an Urban Planner/Designer and also include a Transportation Engineer/Planner, a Civil Engineer and an Environmental Professional.

2.0 Objective

Update the TPOF Campus Master Plan to ensure that it not only captures campus development over the past 8 years but adequately reflects current operational program pressures.

3.0 Background

The TPOF Campus Master Plan was completed in 2005. This initiative involved numerous stakeholder consultations and two presentations to the National Capital Commission's Advisory Committee on Planning Design and Realty (NCC ACPDR). As a result of these efforts, Federal Land Use Approval (FLUA) was obtained on 16 November 2005. This Campus Master Plan was founded on a series of assumptions, principles and speculative plans, the sum of which has guided development at the TPOF campus since its approval.

4.0 Scope

The consulting consortium must provide a multi-disciplinary team composed of an Urban Planner/Designer, a Transportation Engineer/Planner, a Civil Engineer and an Environmental Professional. The multi-disciplinary team will be tasked with updating the inventory of site conditions to reflect existing development, review the design principles, explore land use options, consult stakeholder groups including the NCC and refresh the 2005 TPOF Campus Master Plan.

5.0 Tasks

The tasks of the multi-disciplinary team will include but are not limited to the following:

- 5.1 The Urban Planner/Designer will lead the team and be responsible for:
 - 5.1.1 Updating the inventory of existing conditions;
 - 5.1.2 Consulting with RCMP stakeholder groups in order to baseline development demand, verify their understanding of same and test acceptance of development plans;
 - 5.1.3 Reviewing and updating the planning and design principles:
 - 5.1.4 Speculating on development plan options:
 - 5.1.5 Collaborating with NHQ Assets Mgmt. to present the TPOF Campus Master Plan Update to the NCC ACPDR;
 - 5.1.6 Preparing the TPOF Campus Master Plan Update and all supporting documentation; and
 - 5.1.7 Providing regular verbal reports to the RCMP Project Authority at an agreed upon frequency.
- The Transportation Engineer/Planner will assess the adequacy of the existing internal road network as well as the main points of ingress and egress to the campus and forecast upgrades by development threshold.
- 5.3 The Civil Engineer will identify piped services deficiencies and forecast investments in upgrades by development threshold.
- 5.4 The Environmental Professional will undertake a strategic environmental assessment to determine the impact of the short and medium/long term development plan.



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6.0 Milestones:

The team will perform the activities in the following milestones:

- update the inventory of existing conditions;
- · preliminary stakeholder consultation;
- review and update planning and design principles;
- speculate on development plan options;
- presentation of development plan options to stakeholders;
- initial NCC ACPDR presentation;
- final stakeholder presentation;
- final NCC ACPDR presentation; and
- TPOF Campus Master Plan and supporting document compilation.
- **6.1 Update the Inventory of Existing Conditions** the Urban Planner/Designer must update all of the relevant existing conditions information on the site and in particular those that may have a bearing on development potential. This includes but is not limited to the following:
 - (a) identifying changes to the site boundaries and confirm the site size;
 - (b) identify material changes to infrastructure capacity;
 - (c) base mapping data (i.e., add or remove building and infrastructure information);
 - (d) environmental (e.g., vegetative changes, species at risk inventory, etc.);
 - (e) land planning (NCC's Plan for Canada's Capital, NCC's Greenbelt Master Plan, City of Ottawa Official Plan, and City of Ottawa Zoning By-law); and
 - (f) provide draft Campus Master Plan section summarizing the above items.
- **Preliminary Stakeholder Consultation** the Urban Planner/Designer will lead a workshop designed to identify the forecasted program pressures that require accommodation in the updated TPOF Campus Master Plan. The proceedings of this workshop are to be summarized to inform next steps. Follow-up meetings with individual stakeholders may be necessary to elaborate on program requirements.
- **Review and Update Planning and Design Principles** the Urban Planner/Designer will take the existing conditions information and marry this with the workshop proceedings to review and update the planning and design principles to govern future development at TPOF.
- 6.4 Speculate on Development Plan Options the Urban Planner/Designer will translate the identified program pressures into a gap analysis to identify what needs to be accommodated over the next 25 years. Such gap analysis will manifest itself in speculative development options for the short and medium/long term. Such development options must balance the prevailing policy and design principles with program pressures and infrastructure as well as environmental constraints. These development options will be vetted by the Project Team (i.e., consulting consortium, Project Authority and RCMP Project Manager) prior to sharing with the stakeholder group.
- **Presentation of Development Plan Option to Stakeholders** this step will allow the Urban Planner/Designer to elicit feedback from stakeholders on the proposed development plan options. Such exercise will not only confirm the speculative visions of the Project Team but harvest feedback from stakeholders sufficient to refine the options prior to presentation to the NCC ACPDR.
- 6.6 Initial NCC ACPDR Presentation to introduce the TPOF Campus Master Plan update in general as well as preliminary directions insofar as development principles and options are concerned. This step is designed to trigger direction from ACPDR that will inform refinements to the development principles and options. The initial presentation to ACPDR will be the responsibility of Urban Planner/Designer with the support of the Project Team.
- **6.7 Final Stakeholder Presentation** this presentation will fuse the initial input from the NCC's ACPDR with the previously articulated planning and design principles and options. The upshot of this stage is a preferred development option that will require phasing over the short and medium/long term. In addition, this is the



document on which the strategic environmental assessment will be based.

- **Final NCC ACPDR presentation** this presentation will respond to the NCC's ACPDR direction following the initial presentation to this body. Such response will focus on a singular vision for TPOF campus development while articulating a phasing plan over the short and medium/long term.
- **TPOF Campus Master Plan compilation and FLUA submission** this phase will require the preparation of the camera ready version of the TPOF Campus Master Plan and all supporting documents for submission to the NCC for the purposes of obtaining the FLUA.

7.0 Deliverables

- 7.1 The team lead must submit all deliverables specified herein to the Project Authority. Drafts of the deliverables must be forwarded to the Project Authority for review and comment. Deliverables must include:
 - (a) draft Existing Conditions Section of the TPOF Campus Master Plan;
 - (b) a Stakeholder Workshop with proceedings;
 - (c) two stakeholder presentations in Powerpoint format;
 - (d) two NCC ACPDR presentations in Powerpoint format; and
 - (e) a camera ready version of the updated TPOF Campus Master Plan and all companion reports. The RCMP will be responsible for the printing of the final version of the TPOF Campus Master Plan.
- 7.2 Protected B documents must include one hard copy and one copy in electronic format (on CD or DVD) and must be hand delivered to the RCMP Project Authority; unclassified documents can be delivered as e-mail attachments.
- 7.3 The Transportation Engineer/Planner, Civil Engineer and Environmental Professional must submit assessment reports to the Urban Planner/Designer on an as-and-when-requested basis.

8.0 Location of Work

- 8.1 The work will be conducted at RCMP facilities located within the National Capital Region and the contractor's premises.
- 8.2 Interaction with the ACPDR will be performed at the NCC's offices at 40 Elgin St., Ottawa.

9.0 Language of Work and Deliverables

The Contractor shall provide services in the English language.



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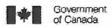
ANNEX B

SECURITY REQUIREMENTS CHECK LIST

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Gouvernement du Canada Contract Number / Numéro du contrat

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Security Classification / Classification de sécurité

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Gouvernement du Canada

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ANNEX C

NON-DISCLOSURE AGREEMENT

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



ANNEX D

EVALUATION CRITERIA

Proposed Resources

Category	Name
Urban Planner/Designer	
Transportation Engineer/Planner	
Civil Engineer	
Environmental Professional	

1.0 Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

1.1 Urban Planner/Designer

Numb er	Mandatory Criteria	Met/Not Met	Substantiation
UM1	The proposed resource must have a minimum of 15 years demonstrated experience in urban planning/designing		
UM2	The proposed resource must have a minimum of 15 years demonstrated experience working on master planning projects where there is a significant urban design component Significant is defined as projects similar in size and scope to the work required in Annex "A" Statement of Work.		
UM3	The proposed resource must have a minimum of 15 years demonstrated experience consulting with and presenting development plan options to stakeholder groups		
UM4	The proposed resource must have a minimum of five years demonstrated experience working with the public sector (municipal, provincial, regional or federal) or private campuses A campus must be a collection of 6 or more		
	standalone buildings (on federally/provincially/regionally/municipal owned land).		



1.2 Transportation Engineer/Planner

Num ber	Mandatory Criteria	Met/Not Met	Substantiation
TM1	The proposed resource must possess an Engineering Degree from a recognized Canadian university; or, if the Degree is from an institution outside of Canada, the bidder must provide proof of the Canadian equivalency of the Degree evaluated by a recognized third party. The list of recognized organizations can be found under the Canadian Information Center for International Credential Website at: http://www.cicic.ca		
	The proposed resource must be a certified transportation planner by the Canadian Institute of Planners (Copy of certificate to be provided with the Bidder's proposal)		
TM2	The proposed resource must have a minimum of three years demonstrated experience as an Engineer		
TM3	The proposed resource must have a minimum of three years demonstrated experience assessing road networks and points of ingress and egress		

1.3 Civil Engineer

Num ber	Mandatory Criteria	Met/Not Met	Substantiation
CM1	The proposed resource must possess an Engineering Degree from a recognized Canadian university; or, if the Degree is from an institution outside of Canada, the bidder must provide proof of the Canadian equivalency of the Degree evaluated by a recognized third party. The list of recognized organizations can be found under the Canadian Information Center for International Credential Website at: http://www.cicic.ca (Copy of certificate to be provided with the Bidder's proposal)		



CM2	The proposed resource must have a minimum of three years demonstrated experience as an Engineer	
CM3	The proposed resource must have a minimum of five years demonstrated experience identifying piped services deficiencies.	

1.4 Environmental Professional

Num ber	Mandatory Criteria	Met/Not Met	Substantiation
EM1	Must be certified environmental professional by an accredited Environmental Professional program		
	OR		
	Must have a university degree from a recognized Canadian university; or, if the Degree is from an institution outside of Canada, the bidder must provide proof of the Canadian equivalency of the Degree evaluated by a recognized third party. The list of recognized organizations can be found under the Canadian Information Center for International Credential Website at: http://www.cicic.ca (Copy of certificate to be provided with the Bidder's proposal)		
EM2	Must have a minimum of three years demonstrated experience as an Environment Professional		
EM3	Must have a minimum of five years demonstrated experience in producing strategic environmental assessments		

2.0 Point Rated Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

2.1 Urban Planner/Designer

Number Point Rated Criteria Points Allocation	Max Available Points	Substantiation or Cross Reference to Proposal
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UR1	The proposed resource's demonstrated experience in urban planning/designing above and beyond what was stated in UM1	5 points for every year	25	
UR2	The proposed resource's demonstrated experience working on master planning projects where there is a significant urban design component above and beyond what was stated in UM2 Significant is defined as projects similar in size and scope to the work required in Annex "A" Statement of Work.	5 points for every year	25	
UR3	The proposed resource's demonstrated experience consulting with and presenting development plan options to stakeholder groups above and beyond what was stated in UM3	5 points for every year	25	
UR4	The proposed resource's demonstrated experience working with public sector (municipal, provincial, regional or federal) or private campuses, above what was stated in UM4. A campus must be a collection of 6 or more standalone buildings (on federally/provincially/region ally/municipal owned land).	5 points for every year	25	
UR5	The proposed resource's demonstrated experience working with policing organisations on master planning projects	5 points for every year	25	
UR6	The proposed resource's demonstrated experience working with the National Capital Commission	5 points for every two projects	25	
		Total Points	150	



Minimum passing mark is 90 points or 60%

2.2 Transportation Engineer/Planner

Number	Point Rated Criteria	Points Allocation	Max Available Points	Substantiation or Cross Reference to Proposal
TR1	The proposed resource's demonstrated experience as an Engineer above and beyond what was stated in TM2	5 points for every three years	25	
TR2	The proposed resource's demonstrated experience assessing road networks and points of ingress and egress above and beyond what was stated in TM3	5 points for every three years	25	
		Total Points	50	
	Minimum passing m	ark is 30 points or 60%		

2.3 Civil Engineer

Number	Point Rated Criteria	Points Allocation	Max Available Points	Substantiation or Cross Reference to Proposal
CR1	The proposed resource's demonstrated experience as an Engineer above and beyond what was stated in CM2	5 points for every three years	25	
CR2	The proposed resource's demonstrated experience assessing road networks and point of ingress and egress above and beyond what was stated in CM3		25	
		50		
	Minimum passing m		,	

2.4 Environmental Professional

Number	Point Rated Criteria	Points Allocation	Max Available Points	Substantiation or Cross Reference to Proposal
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ER1	The proposed resource's demonstrated experience as an Environmental Professional above and beyond what was stated in EM2	5 points for every three years	25	
ER2	ER2 The proposed resource's demonstrated experience in producing strategic environmental assessments above and beyond what was stated in EM3			
		50		
	Minimum passing m			

Bidder's Overall Score

Rated Criteria	Maximum Points	Bidder's Score
Urban Planner/Designer	150	
Transportation Engineer/Planner	50	
Civil Engineer	50	
Environmental Professional	50	
Bidder's Overall Score	50	



ANNEX E

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.



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- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX F

FINANCIAL PRESENTATION SHEET (BASIS OF PAYMENT)

Name of Firm: _							
Address: _							
_							
Contact Person:_							
Phone number: ()	-		Fax number: ()	-	
Email:			_@				

The financial proposal shall be a Firm All-Inclusive Price reasonably and properly incurred in the performance of the Work, determined in accordance with the table detailed below. Harmonized Sales Tax is extra, if applicable.

Period	Proposed Resource	Bid Level of Effort	Firm All-Inclusive Per Diem Rate	Sub-total
Contract award to March 31 st , 2014	Urban Planner/Designer	TBD	\$ TBD	\$ TBD
	Transportation Engineer/Planner	TBD	\$ TBD	\$ TBD
	Civil Engineer	TBD	\$ TBD	\$ TBD
	Environmental Professional	TBD	\$ TBD	\$ TBD
		Total Bid Level of Effort		\$ (Firm All-Inclusive Price)

Option Periods

Period	Proposed Resource	Firm All-Inclusive Per Diem Rate	
Option 1 (3 months) Option 2 (3 months) Option 3 (3 months)	Urban Planner/Designer	\$TBD	
Option 4 (3 months)	Transportation Engineer/Planner	\$ TBD	



Civil Engineer	\$ TBD
Environmental Professional	\$ TBD

NOTE: The rates specified in the Option Periods will not be part of the calculation of bid evaluated price.

Disbursements:

The all-inclusive firm rates specified are inclusive of overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, other operating costs and any time spent traveling to locations. Accordingly, separate billing of any items related to the routine cost of doing business or time spent traveling shall not be permitted under any resulting contract.

Travel

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

GST/HST

- 1. All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- 2. The estimated GST or HST of <to be indicated at contract award> is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

