



Royal Canadian Mounted Police
Gendarmerie royale du Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS:

F Division
Commissionaire, Front Desk
6101 Dewdney Avenue
Regina, SK S4P 3J7

Fax No. – No de FAX: 306-780-3466

REQUEST FOR STANDING OFFER
DEMANDE D'OFFRE À
COMMANDES

Regional Individual Standing Offer (RISO)
 Offre à commandes individuelle regionale (OCIR)

Proposal to: Royal Canadian Mounted Police.
 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.

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

THIS RFSO CONTAINS A SECURITY REQUIREMENT

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

Telephone No. -
no de téléphone:

Fax No. – No de FAX:

Title-Sujet: Architectural and Engineering Services - Request for Standing Offers, Northwest Territories.		Date 16 May 2014
Solicitation No. - No. de l'invitation M9424-5-0684/A		
Client Reference No. - No. De Référence du Client N/A		
GETS Ref No. - No de r éf. De SEAG PW-14-00636340		
Solicitation Closes -L'invitation prend fin at - à 02:00 PM Central Standard Time on – 03 July 2014		
F.O.B. - F.A.B. Destination	GST - TPS see herein-ci-inclus	Duty - Droits see herein-ci-inclus
Destination of Goods and Services: Destinations des biens et services: Royal Canadian Mounted Police G Division 5010 Veterans Memorial Drive Yellowknife, NWT X1A 2R3		
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies: Refer to Invoicing Instructions, as per Call-up.		
Address Inquiries to: - Adresser toute demande de renseignements: Bonny J. Manz		
Telephone No. - No de téléphone 306-780-3352		Fax No. – No de FAX: 306-780-3466
Name and title of person authorized to sign on behalf of Vendor/Firm - Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur		
_____		_____
Name		Title
_____		_____
Signature		Date



REQUEST FOR STANDING OFFER (RFSO)

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 RFSO is issued by RCMP, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this RFSO, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.



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SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

SI 1 SECURITY REQUIREMENTS

Proponents are hereby informed that call-ups against the Standing Offers will require that the consultants and their personnel possess a Reliability Status (RSS) at a clearance level as determined and issued by the RCMP. Should the successful proponents not have the level of security indicated above, the RCMP shall sponsor the successful proponents so it can initiate procedures for security clearance. The RCMP shall forward documentation to the successful proponents for completion.



GENERAL INSTRUCTIONS TO PROPONENTS (GI)

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GENERAL INSTRUCTIONS TO PROPONENTS

Code of Conduct for Procurement

1. To comply with the Code of Conduct for Procurement, (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) proponents must respond to Request for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFSO and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:
 - (a) payment of a contingency fee by any party to a contract to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) (<http://laws.justice.gc.ca/en/L-12.4/?noCookie>) applies;
 - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the bidding process for contracts for the provision of goods or services.
2. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's Affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
3. Proponents further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's Affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

Section 121 (*Frauds on the government and Contractor subscribing to election fund*), Section 124 (*Selling or Purchasing Office*), Section 380 (*Fraud committed against Her Majesty*) or Section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or Section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Proponent's Affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Proponent that is charged or convicted, as the case may be.
5. Except in the limited circumstances set out in subsection 6 below, the Contracting Authority will declare non-responsive any proposal in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
6. Subsection 5 has no application in the circumstances where a Proponent has pled guilty of an offence contemplated in Section 1, 1. (b) and the Proponent has provided with its proposal an



assurance from the Competition Bureau of Canada indicating that the Proponent has been granted leniency, or in the circumstances where the Proponent provides documentation from the National Parole Board that the Proponent has obtained a criminal pardon in relation to such offence.

7. The Proponent acknowledges and agrees that the certifications contemplated must remain valid during the period of any resulting standing offer arising from this RFSO and any call-up made under the Standing Offer.

GI 1 INTRODUCTION

1. The RCMP is inviting consulting firms with General Architectural Consulting Services/Structural Engineering/Electrical and Mechanical Engineering expertise to submit proposals for Standing Offers. The selected consultants shall provide a range of services as identified in the Required Services (RS) section of this document. All related travel costs for projects occurring in and within a 50 kilometre radius of Yellowknife, Northwest Territories, will not be eligible for travel disbursements. All related travel costs for projects occurring beyond the 50 kilometre radius of Yellowknife will be reimbursed, if applicable, and will be based on travel from Yellowknife, Northwest Territories.
2. Proponents shall be licensed or be eligible to be licensed to practice in the Northwest Territories. Firms should be able to 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 provide 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 up to three (3) Standing Offers, each for a period of one (1) year from the date of issuing the Standing Offers, with an option to extend the term of the Standing Offer for up to two (2) consecutive additional one (1) year terms. The cumulative total dollar value of all Standing Offers is estimated to be \$1,500,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$500,000.00 (GST or HST included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up. The RCMP will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.
4. This procurement is subject to 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), the Canada-Peru Free Trade Agreement (CPFTA), and the Canada-Panama Trade Agreement.

GI 2 PROCUREMENT BUSINESS NUMBER

Canadian Proponents are required to have a Procurement Business Number (PBN) before issuance of a standing offer. Proponents may register for a PBN in the Supplier Registration Information service on the Canada Web site at <https://www.achatsetventes-buyandsell.gc.ca/eng>.

For non-Internet registration, Proponents may contact the nearest Supplier Registration Agent



(<https://www.achatsetventes-buyandsell.gc.ca/sricontacts>).

GI 3 CONTRACTING AUTHORITY

1. The Contracting Authority for this RFSO is:

Royal Canadian Mountain Police (RCMP-GRC)
NWR Procurement and Contracting Branch
5600 – 11th Avenue
Regina, Saskatchewan
S4P 3J7
ATTN: Bonny J. Manz

Telephone: 306-780-3352
Facsimile: 306-780-3466

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 the time of each 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 RFSO 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 Standing Offer does not commit the 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. The RCMP reserves the right to reject or authorize for utilization any proposal in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

GI 7 RESPONSIVE PROPOSALS

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFSO. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal. Proponents that submit non-responsive proposals will be notified.



GI 8 COMMUNICATIONS - SOLICITATION PERIOD

1. Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFSO - Page 1 as early as possible. Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the RFSO. Enquiries received after that time may not be answered.
2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the proposal being declared non-responsive.
3. To ensure consistency and quality of information provided to proponents, significant enquiries received and the replies to such enquiries will be provided simultaneously to proponents to which the RFSO has been sent, without revealing the sources of the enquiries.

GI 9 OVERVIEW OF SELECTION PROCESS

1. The Standing Offer selection process is as follows:
 - a) an RFSO is obtained by proponents through the Government Electronic Tendering Service (GETS);
 - b) in response to the RFSO, 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 10.3 below;
 - c) responsive proposals are reviewed, evaluated and rated by an RCMP Evaluation Board in accordance with the criteria, components and weight factors set out in the RFSO;
 - d) The RCMP may issue Standing Offers to the successful Proponents;
 - e) Proponents are notified of the results within one week after the RCMP has entered into a Standing Offer arrangement with the successful Proponents.

GI 10 SUBMISSION OF PROPOSAL

1. Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with section GI18.
2. It is the Proponent's responsibility to:
 - a) obtain clarification of the requirements contained in the RFSO, if necessary, before submitting a proposal:



- b) submit 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) send its proposal ONLY to the RCMP Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO;
 - d) ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
 - e) provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in the RFSO. *
3. The technical and price components of the proposal must be submitted in separate, easily identifiable 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 2. d) above.
 4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. The 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.
 5. 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 or any proposal will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
 6. The proposal should completely and thoroughly address each element of the requirements as enumerated in the RFSO. It is also essential that the elements contained in the proposal be stated in a clear and concise manner.
 7. Proposal documents and supporting information may be submitted in English or French.

GI 11 NON-ACCEPTANCE OF ELECTRONICALLY TRANSMITTED PROPOSALS

Due to the nature of this solicitation, a complete technical proposal, as well as a price 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 will not be accepted.

GI 12 EVALUATION OF PRICE

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



GI 13 LIMITATION OF SUBMISSIONS

- 1 A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
- 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 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 person or entity 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 or territorial law in the province or territory of the work.
- 2 By virtue of submission of a proposal, the Proponent certifies that the Proponent's consultant team and key personnel are in compliance with the requirements of paragraph 1 above. The Proponent acknowledges that the 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.

GI 15 REJECTION OF PROPOSAL

1. Canada may reject a proposal where any of the following circumstances is present:
 - (a) 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;

- (b) An employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
 - (c) 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 the Proponent, any of its employee, any sub-consultant or any specialist consultant included as part of the proposal;
 - (iii) Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with a Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - (iv) Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality of timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a proposal pursuant to subsection 1.(c), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

GI 16 INSURANCE REQUIREMENTS

- 1 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 RFSO documents.
- 2 No insurance requirement stipulated in the RFSO 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.
- 3 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 17 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - (a) the name of each member of the joint venture;
 - (b) the Procurement Business Number of each member of the joint venture;
 - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - (d) the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

GI 18 LATE SUBMISSIONS

Submissions delivered after the stipulated closing date and time will be returned unopened.

GI 19 LEGAL CAPACITY

The Proponent is the person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal. The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

GI 20 DEBRIEFING

A debriefing will be provided, on request, only following entry by the RCMP into a Standing Offer with the successful Proponent. Should a Proponent desire a debriefing, the Proponent should contact the person



identified on the front page of the RFSO within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

GI 21 FINANCIAL STATEMENTS

1. 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.
2. Should the Proponent provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.
3. 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.

GI 22 REVISION OF PROPOSAL

None allowed.

GI 23 PERFORMANCE EVALUATION

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation may include some or all of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form PWGSC-TPSGC 2913-1, SELECT - Consultant Performance Evaluation Report (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>), is used to record the performance.

GI 24 PROPOSAL COSTS

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFSO. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

GI 25 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, proponents are advised that



Canada may reject a proposal in the following circumstances:

- (a) if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
 3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI 26 LIMITATION OF LIABILITY

Except as expressly and specifically permitted in this RFSO, no Proponent or potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFSO, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.



STANDING OFFER PARTICULARS (SP)

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

SP 1 GENERAL

- 1 The Consultant acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
- 2 The Consultant offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
- 3 The Consultant understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d) the Standing Offer cannot be assigned or transferred in whole or in part;
 - e) the Standing Offer may be set aside by Canada at any time.

SP 2 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. The thirty (30) day period will start upon receipt of the notification by the Contracting Authority and the withdrawal will be effective on the expiry of that period. Notwithstanding the notice of withdrawal, the Consultant must complete the work of any and all call-ups which were made before the expiry of the period.



The period of the Standing Offer may only be extended, or its usage increased, by the Contracting Authority issuing a revision to the Standing Offer in writing.

SP 3 PERIOD OF THE STANDING OFFER

1. The period for placing call-ups against the Standing Offer shall be for one year commencing from the start date identified on the Standing Offer.
2. The Consultant grants to Canada the irrevocable option to extend the term of the Standing Offer for two (2) additional one (1) year terms under the same terms and conditions. The Consultant agrees that, during the extended period, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
 - a) Canada may exercise this option at any time by sending a written notice to the Consultant at least thirty (30) calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Standing Offer amendment.

SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$100,000.00 (GST or 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:
 - a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 45% of the business for the top ranked consultant, 35% for the 2nd ranked consultant, and 20% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non distributed \%}} \times 100$$

The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.



- b) The Consultant will be provided the scope of services and 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.
 - c) 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 in writing 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:
 - a) RCMP Call-up 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 + GST/HST = Total
Total previous invoices	(2)	Fees+GST/HST= Total
Total invoiced to date	(1+2) =(3)	Fees+GST/HST= Total
Agreed fees	(4)	Fees+GST/HST= Total
Amount to complete (4-3) =(5)		Fees+GST/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.



TERMS AND CONDITIONS

0220DA General Conditions (GC)
0000DA Supplementary Conditions (SC)
9998DA Terms of Payment (TP)
9999DA Consultant Services (CS)
2000DA Calculation of Fees (CF)

0220DA GENERAL CONDITIONS

GC 1 Definitions
GC 2 Interpretations
GC 3 Successors and Assigns
GC 4 Assignment
GC 5 Indemnification
GC 6 Notices
GC 7 Suspension
GC 8 Termination
GC 9 Taking the Services Out of the Consultant's Hands
GC 10 Time and Cost Records to be Kept by the Consultant
GC 11 National or Departmental Security
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GC 13 Conflict of Interest and Values and Ethics Codes for the Public Service
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GC 18 Amendments
GC 19 Entire Agreement
GC 20 Contingency Fees
GC 21 Harassment in the Workplace
GC 22 Taxes
GC 23 Changes in the Consultant Team
GC 24 Joint and Several Liability
GC 25 International Sanctions
GC 26 Code of Conduct for Procurement



GC 1 Definitions

Average Bank Rate means the simple arithmetic mean of the *Bank Rate* in effect at 4:00 p.m. Eastern 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 amendments, 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;

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*;

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 Canada. **
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*.

GC 5 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 6 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 7 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* will, 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 CS 3 of clause 9999DA, *Consultant Services*. **
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 Canada to the *Consultant*, in accordance with the terms of GC 8.
4. Suspension costs related to this clause are as outlined in TP 8 of clause 9998DA, *Terms of*



Payment.

GC 8 Termination

Canada may terminate any Call-up at any time in its sole discretion, and the fees paid to the *Consultant* will be in accordance with the relevant provisions in TP 9 of clause 9998DA, Terms of Payment.

GC 9 Taking the Services Out of the Consultant's Hands

1. Canada 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 Canada'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 9.1(b), the *Departmental Representative* will 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 notice the default is not corrected or corrective action is not initiated to correct such fault, Canada 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* will 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 9.4, *Canada* will 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 9.1(b) and GC 9.3, the amount referred to in GC 9.5 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 10 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 to the *Departmental Representative* who may make copies and take extracts therefrom.
- 3 The *Consultant* shall afford facilities for audit and inspection upon request 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 10.2.
- 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 by Canada, the *Consultant* agrees to repay any overpayment immediately upon demand. **

GC 11 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 12, 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 12 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*;

"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 contract by Canada or the *Consultant*, such as internal financial or management information, unless it is a deliverable under the terms of the contract.

2. Identification and Disclosure of Foreground

The *Consultant* shall:

- (a) promptly report and fully disclose to Canada all Foreground that could be Inventions, and shall report and fully disclose to Canada all other Foreground not later than the time of completion of the *Services* or such earlier time as Canada or the contract 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*, Canada shall have the right to examine all records and supporting data of the *Consultant* which Canada reasonably decides is pertinent to the identification of the Foreground.

3. IP Rights Vest with *Consultant*

Subject to articles GC 12.10 and GC 12.11 and the provisions of GC 11 National or Departmental



Security, and without affecting any IP Rights or interests therein that have come into being prior to the contract or that relate to information or data supplied by *Canada* for the purposes of the contract, 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. License to Foreground

Without limiting any implied licenses that may otherwise vest in *Canada*, and in consideration of *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 license to exercise all IP Rights in the Foreground that vest in the *Consultant* pursuant to article GC 12.3, 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. License to Foreground for Other Projects

The *Consultant* hereby grants to *Canada* a non-exclusive, perpetual, world-wide, irrevocable license to exercise all IP Rights that vest in the *Consultant* pursuant to paragraph GC 12.3 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 12.5 as it relates to such other project. In the event that *Canada* exercises such IP Rights in any 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 license of any of the IP Rights that vest in the *Consultant* under the contract, 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. License to Background

Without limiting any implied licenses 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 12.5 and GC 12.6;
- (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 12.5 and GC 12.6;

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 12.5, GC 12.6 and GC 12.7. The *Consultant* agrees that *Canada's* license 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 Background by any contractor or consultant engaged by *Canada* for the purpose of carrying out such a contract

9. *Consultant's* Right to Grant License

- (a) The *Consultant* represents and warrants that the *Consultant* has, or the *Consultant* shall obtain without delay, the right to grant to *Canada* the license to exercise the IP Rights in the Foreground and the Background as required by the contract.
- (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 license from that *Sub-Consultant* that permits compliance with articles GC 12.5, GC 12.6 and GC 12.7 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 *Canada* 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 the 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 GC 12.3 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 contract 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 contract, or at such earlier time as *Canada* may require.
- (b) If the *Consultant* wishes to make use of any *Canada* supplied information that was supplied for purposes of the contract, for the commercial exploitation or further development of any of the Foreground, then the *Consultant* may make a written request for a license to exercise the required IP Rights in that *Canada* supplied information, to *Canada*. The *Consultant* shall give *Canada* an explanation as to why such a license is required. Should *Canada* agree to grant such a license, 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 *Canada* takes the *Services* out of the *Consultant's* hands in accordance with GC 9 of the General Conditions, in whole or in part, or if the *Consultant* fails to disclose any Foreground in accordance with article GC 12.2, *Canada* 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 license fees.
- (b) In the event of the issuance by *Canada* 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 *Canada* 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 12.2, and subject to the provisions of GC 11 National or Departmental Security, the *Consultant* shall not, without the prior written permission of Canada, 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 license of IP Rights in Foreground by the *Consultant* except a sale or license 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 contract 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 13 Conflict of Interest and Values and Ethics Codes for the Public Service

- 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 The *Consultant* acknowledges that no individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Services, or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Standing Offer or subsequent Call-ups.

GC 14 Status of Consultant

The Consultant is an independent contractor engaged by Canada to perform the *Services*. Nothing in the Standing Offer through a Call-up is intended to create a partnership, a joint venture or an agency between Canada and the other party or parties. The Consultant must not represent itself as an agent or representative of Canada to anyone. Neither the Consultant nor any of its personnel is engaged as an employee or agent of Canada. The Consultant is responsible for all deductions and remittances required by law in relation to its employees.

GC 15 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 licenses 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 16 Insurance Requirements

1. General

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the consultant and the members of the consultant team and shall maintain all required insurance policies as specified 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 coverage 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 RCMP 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 and before making any adverse material changes."

GC 17 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:
 - (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 17.3 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 Canada, 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 18 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 the Consultant and the Contracting Authority.

GC 19 Entire Agreement

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

GC 20 Contingency Fees

The Consultant certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the contract to any person, other than an employee of the Consultant acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

GC 21 Harassment in the Workplace

1. The Consultant acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy, the Policy on the Prevention and Resolution of Harassment in the Workplace, which is also applicable to the Consultant, is available on the Treasury Board Web site.
2. The Consultant must not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-consultants, harass, abuse, threaten, discriminate against or intimidate any employee, consultant or other individual employed by, or under contract with Canada. The Consultant will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

GC 22 Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the invoice submission. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable



Taxes do not apply, must be identified as such on all invoices. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

3. The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Agreement (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Consultant to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is not a resident of Canada, unless the Consultant obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada. **GC 23**

GC 23 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 Canada, 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 24 Joint and Several Liability

If at any time there is more than one legal entity constituting the *Consultant*, their covenants under the contract 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 contract, whether or not that entity ceases to be a member of the partnership, joint venture or its successor.

GC 25 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 (<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>).
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 terms and conditions of the contract.

GC 26 Code of Conduct for Procurement

The *Consultant* certifies that it has read the Code of Conduct for Procurement (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.



0000DA SUPPLEMENTARY CONDITIONS

SC 1 Security Requirements

- 1) Ensure that all persons working on the project hold a valid RRS issued by RCMP Departmental Security.

9998DA TERMS OF PAYMENT

TP 1 Fees

- 1 Subject to the terms and conditions of the 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 an acceptable invoice.
2. An acceptable 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 acceptance 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 an acceptable invoice, together with the Statutory Declaration in accordance with TP 2.5.

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.
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 determined by the Departmental Representative, acting reasonably, subject to these Terms of Payment.
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 by *Canada*.

TP 8 Suspension Costs

- 1 During a period of suspension of the *Services* pursuant to GC 7 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.

TP 9 Termination Costs

1. In the event of termination of any Call-up pursuant to GC 8 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 and any reasonable costs and expenses incurred to terminate the contract.
2. Within fourteen (14) *days* of notice of such termination, the *Consultant* shall submit to the *Departmental Representative* a schedule of costs and expenses reasonably incurred. The Consultant must ensure that it has mitigated its costs to the best of its ability.
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.
4. The Consultant has no claim for damages, compensation, loss of profit, loss of opportunity, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by *Canada* under GC8 Termination.



9999DA CONSULTANT SERVICES

CS 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.

CS 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.

CS 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*.

CS 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*.

CS 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.



CS 6 Codes, By-Laws, Licenses, 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, licenses and permits required for the project may be applied for and obtained.

CS 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.

CS 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 CS 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*.

CS 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, be fully responsible for revising the Project scope and quality as required to 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 Canada.

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*.



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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 CS 9.3, in clause 9999DA, Consultant Services and Departmental Responsibilities, have been met.



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. Facility Equipment Evaluation and Recommendations Report;
7. Telecommunications Requirements Report;
8. Environmental Clean-up Report;
9. Decommissioning Report; and / or
10. 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 territories in which the work will take place, 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 m².

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>

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;
- 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
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 Facility Equipment Evaluation & Recommendations Report



1.6.1 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.

1.6.2 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.

1.6.3 Deliverables

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

RS 1.7 Telecommunications Requirements Reports

1.7.1 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.

1.7.2 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.

1.7.3 Deliverables

Submit 1.7.2(1) & 1.7.2(2) in a report for review.
Revise as required.
Resubmit for final approval.

RS 1.8 Environmental Clean-up Reports

1.8.1 Intent

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

1.8.2 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 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.

1.8.3 Deliverables

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

RS 1.9 Decommissioning Reports

1.9.1 Intent

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

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 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

1.9.3 Deliverables

Submit 1.9.2(1) & (2) in a report for review.

Revise as required.

Resubmit for final approval.

RS 1.10 Order of Magnitude "Class D" (Indicative) Cost Reports

1.10.1 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

1.10.2 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.

1.10.3 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 “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

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. Facility Equipment Evaluation and Recommendations Report;
7. Telecommunications Requirements Report;
8. Environmental Clean-up Report;
9. Decommissioning Report; and / or
10. 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 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/m².

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.

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 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 CEEA;
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 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;
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, 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;
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;
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

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 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 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.

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.

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

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



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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 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)



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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.

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
- SRE 2 Proposal Requirements
- SRE 3 Submission Requirements and Evaluation
- SRE 4 Price of Services
- SRE 5 Total Score
- SRE 6 Submission Requirements – Checklist

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Reference to the Selection Procedure

An 'overview of the selection procedure' can be found in General Instructions (GI 9).

1.2 Submission of Proposals

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

1.3 Calculation of Total Score

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

$$\text{Technical Rating x 80\% (Points)} = \text{Technical Score}$$

$$\text{Price Rating x 20\%} = \text{Price Score (Points)}$$

$$\text{Total Score} = \text{Max. 100 Points}$$

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 four (4) 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



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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 of the RFSO SRE 3 section.

2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is thirty-five (35) pages.

The following are not part of the page limitation mentioned above;

- Covering letter
- Declaration Form (Appendix A)
- Front page of the RFSO document
- Front page of revision(s) to the RFSO document
- Price Proposal Form (Appendix B)

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the RCMP Evaluation Board members for evaluation.

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 authorized to provide engineering and architectural services and must be licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional



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services to the full extent that may be required by territorial law in the Northwest Territories.

You must indicate current license or how you intend to meet the provincial licensing requirements.

3.2 RATED REQUIREMENTS

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

3.2.1 Comprehension of the Scope of Services

1. *What we are looking for:* A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.
2. *What the Proponent should provide:*
 - (a) scope of services - detailed list of services;
 - (b) summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort;
 - (c) broader goals (federal image, sustainable development, sensitivities);
 - (d) risk management strategy;
 - (e) project management approach to working with the RCMP (understanding of the RCMP management structure, Client environment, Standing Offer process, working with the government in general);

3.2.2 Team Approach / Management of Services

1. *What we are looking for:* How the team will be organized in its approach and methodology in the delivery of the Required Services.
2. *What the Proponent should provide:* A description of:
 - (a) Roles and responsibilities of key personnel;
 - (b) Assignment of the resources and availability of back-up personnel;
 - (c) Management and organization (reporting structure);
 - (d) Description of the firm's approach to responding to the individual call-ups which will arise as a result of this standing offer;
 - (e) Quality control techniques;
 - (f) Demonstration of how the team intends to meet the 'Project Response Time Requirements';
 - (g) Conflict resolution.



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3.2.3 Past Experience

1. *What we are looking for:* The Proponent must demonstrate that over at least the past five (5) years, it or its senior personnel has participated in a range projects requiring a full scope of services in accordance with the Required Services (RS) section. The firm's participation in these projects must have involved the scope of services listed in the Required Services (RS) section.

2. *What the Proponent should provide:*
 - (a) A brief description of a maximum of four (4) significant projects completed over the last five (5) years by the firm, or its senior personnel;
 - (b) 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, as well as the scope, and budget per discipline;
 - (c) Indicate the dates the services were provided for the listed projects;
 - (d) Scope of services rendered, project objectives, constraints and deliverables; and
 - (e) Client references - name, address, phone and fax of client contact at working level. Reference checks may be completed if deemed necessary.

3. Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved firms in each project.

3.2.4 Senior Personnel Expertise and Experience

1. *What we are looking for:* A demonstration that the Proponent has senior 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: (approximately two (2) pages per senior personnel)*
 - (a) submit a maximum of two (2) c.v.'s of senior personnel. Each curriculum vitae must clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and
 - (b) Identify the personnel's years of experience, the number of years with the firm; and
 - (c) professional accreditation; and
 - (d) accomplishments/achievements/awards.

3.2.5 Project Personnel Expertise and Experience

- 1 *What we are looking for:* A demonstration that the Proponent has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section.

- 2 *What the Proponent should provide:*
 - (a) submit a maximum of two (2) c.v.'s of project personnel which will perform the majority of the work resulting from the individual Call-ups. Each curriculum vitae must clearly



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- indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;
- (b) Identify the personnel's years of experience, the number of years with the firm;
- (c) professional accreditation; and
- (d) accomplishments/achievements/awards.

3.2.6 Hypothetical Projects

1. What we are looking for: Describe the approach and methodology that you would employ to deliver the project in a general written response only.

The clarity of the report writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

2. *What the Proponent should provide for each hypothetical project :*

- (a) description of the approach and methodology that you would employ to solve the problem;
- (b) summary of your proposed work breakdown structure, i.e. scope of work, resources assigned, time schedule, level of effort in terms of number of hours of all identified resources;
- (c) appropriateness of assigned resources;
- (d) level of effort;
- (e) project management approach to working with the RCMP (understanding of the RCMP management structure, CSU/Client environment, Standing Offer process, working with the government in general)
- (f) problem-solving methodology (client involvement, RCMP involvement, other government agency involvement, creative approaches to solving problems).

Calculation of a fee for the provision of these services is not required.

3. *The Facts:* When responding to the following hypothetical fact situations, be advised that the hypothetical is to be used for evaluation purposes only. Areas and details in the hypothetical are provided only to give the Proponent sufficient material from which to develop an outline of their approach and methodology to the resolution of the issues.

PROJECT 1

1960 single story building. One half of the attached masonry double garage is currently re-purposed as the detachment cold storage space. Aluminum wiring identified in mechanical/electrical service room which is directly off the garage. Service room also houses a backup generator but it is unknown which



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building circuits are actually backed up. The detachment staff suspect the generator will fail “in a few years” and find the required maintenance schedule to be cumbersome. Consultant team asked to convert the entire attached double masonry garage into office space.

PROJECT 2

1970 Detachment with the original oil fired boilers. There are reports of cold spots in the detachment each winter and the pneumatic controls sound like they are leaking. Detachment staff suspect that the boilers are undersized. The compressor and a day tank are located in the basement mechanical room together with the boilers and it is extremely loud when the compressor runs. Some of the oil piping appears rusted and there are leaks in some of the pipe fittings. It is currently winter at the detachment. Consultant team asked to coordinate a study of the heating building system.

PROJECT 3

Mold is discovered in one of the detachment's exterior walls and there are a lot of bugs in the building. The lighting lenses are consistently filled with dead flies. It is a wood frame building constructed in 1985. Flashing and siding problems are suspected. Some destructive investigation has been performed by the detachment staff but there is no report to be circulated. Ceiling tiles show substantial water staining though no active leaks are apparent. Detachment staff have also requested that the carpet be replaced where the walls have been opened though the carpet appears functional. Consultant team asked to investigate the mold issue and recommend remedial work.

3.3 EVALUATION AND RATING

- Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the RFSO) will be reviewed, evaluated and rated by an RCMP Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Services	1.0	0 – 10	0 - 10
Team Approach / Management of Services	1.5	0 – 10	0 - 15
Past Experience	1.5	0 – 10	0 - 15
Senior Personnel Expertise and Experience	1.5	0 – 10	0 - 15
Project Personnel Expertise and Experience	2.0	0 – 10	0 - 20
Hypothetical Projects	2.5	0 – 10	0 - 25
Total	10.0		0 - 100

To be considered further, proponents **must** achieve a minimum weighted rating of fifty (50) out of the



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hundred (100) points available for the rated technical criteria as specified above.

No further consideration will be given to Proponents not achieving the pass mark of fifty (50) points.

SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the pass mark of fifty (50) points are opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and will receive no further consideration.

The remaining price proposals are rated as follows:

- 1 The lowest price proposal receives a Price Rating of 100
- 2 The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.
- 3 On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

SRE 5 TOTAL SCORE

Total scores will be established in accordance with the following :

	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	80	0 – 80
Price Rating	0 - 100	20	0 - 20

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus price). The Proponents submitting the highest ranked proposals will be recommended for issuance of a Standing Offer. In the case of a tie, the Proponent submitting the lower price for the services will be selected. Canada reserves the right to issue up to three (3) Standing Offers.



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SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in "Submission of Proposals", General Instructions (GI 10).

- Declaration / Certification Form - COMPLETED AND SIGNED FORM(S) PROVIDED IN APPENDIX A
- Proposal - ONE (1) SIGNED ORIGINAL + FOUR (4) COPIES
- Front page of RFSO - COMPLETED AND SIGNED
- Front page of Amendments to the RFSO- COMPLETED AND SIGNED

IN A SEPARATE ENVELOPE:

- Price Proposal Form - ONE (1) COMPLETED AND SUBMITTED IN A SEPARATE ENVELOPE



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**APPENDIX A
DECLARATION FORM**

Request for Standing Offer (RFSO) Declaration Form (page 1 of 4)

Project Title: _____

Name of Proponent: _____

Street Address:

Mailing Address :
(if different than street address)

City: _____

City: _____

Prov./Terr./State: _____

Prov./Terr./State: _____

Postal/ZIP Code: _____

Postal/ZIP Code: _____

Telephone Number: ()

Fax Number: ()

E-Mail:

Procurement Business Number: _____

<p>Type of Organization:</p> <p>_____ Sole Proprietorship</p> <p>_____ Partnership</p> <p>_____ Corporation</p> <p>_____ Joint Venture</p>	<p>Size of Organization :</p> <p>Number of Employees _____</p> <p>Graduate Architects/Professional Engineers _____</p> <p>Other Professionals _____</p> <p>Technical Support _____</p> <p>Other _____</p>
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Request for Standing Offer (RFSO) Declaration Form (page 2 of 4)

Former Public Servant – Competitive Requirements

Contracts with 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, offerors must provide the information required below.

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



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Request for Standing Offer (RFSO) Declaration Form (page 3 of 4)

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.



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Request for Standing Offer (RFSO) Declaration Form (page 4 of 4)

Name of Proponent:

This Declaration forms part of the proposal. 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 Canada 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 Canada disclose untrue statements, Canada 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: () _____

E-mail: _____

Date: _____

During proposal evaluation period, the RCMP contact will be with the above named person.



APPENDIX B Price Proposal Form

INSTRUCTIONS

- 1 Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
- 2 Price proposals are not to include GST/HST and will be evaluated in Canadian Dollars.
- 3 Proponents are not to alter or add information to the form.
- 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: Proponents 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 proposal non-responsive.**
- 5 The hourly rates identified will be for the duration of the Standing Offer.
- 6 Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of Edmonton are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative), if applicable, in accordance with current Treasury Board Policy.
- 7 Fixed hourly rates for each category are to be provided in column B and are then multiplied by the weight factor in column A (provided for evaluation purpose only).



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

Government of Canada Gouvernement du Canada **Solicitation No. / No de l'invitation:** M9424-5-0684/A

APPENDIX B - PRICE PROPOSAL

Name of Proponent : _____

Address : _____

Category of Personnel	Weight Factor (A)	Fixed Hourly Hourly Rate (B)	Total (A x B)
Partners or principals of the firms	5	\$	\$
Senior Personnel	25	\$	\$
Intermediate Personnel	40	\$	\$
Junior Personnel	25	\$	\$
Administrative Support	5	\$	\$
Total	100		\$

Signature of Consultant or Joint Venture Consultants.

signature

signature

capacity

capacity

signature

signature

capacity

capacity

END OF PRICE PROPOSAL FORM



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

Government
of Canada

Gouvernement
du Canada

Solicitation No. / No de l'invitation: M9424-5-0684/A

APPENDIX C DOING BUSINESS

"Documentation Standards" attached separately.



APPENDIX D SECURITY REQUIREMENTS CHECKLIST

Guidelines and Documents To Be Completed By Persons Who Do Not Have A Current Valid
RCMP Reliability Status Clearance Issued by RCMP Departmental Security Unit:

1. RCMP Security Clearance Requirements (Law Enforcement Checks) – Guidelines (to be reviewed)
2. Contractor Consultant Information Sheet (**to be completed**)
3. TBS 330-23E – Personnel Screening Consent and Authorization Form (**to be completed**)
4. TBS 330-23E – Residence (Additional Information) Form (**to be completed if required**)
5. TBS 330-60E – Security Screening Form (**to be completed**)
6. Additional Instructions for Completing TBS 330-23E (to be reviewed)
7. Additional Instructions for Completing TBS 330-60E (to be reviewed)
8. Sample Document of Completed TBS 330-23E – Personnel Screening Consent and Authorization Form (to be reviewed)
9. Sample Document of Completed TBS 330-60E – Security Screening Form (to be reviewed)
10. Security/Reliability Interview Pre-Interview Questionnaire (**to be completed**)