

## REQUEST FOR A STANDING OFFER (RFSO)

ADDRESS ENQUIRIES TO: Nicole Galipeau, Senior Contract Officer Telephone: 613-239-5678 ext. 5191 Fax: 613-239-5007 Email: <a href="mailto:nicole.galipeau@ncc-ccn.ca">nicole.galipeau@ncc-ccn.ca</a>	BID DEADLINE:  August 15, 2014 at 3:00 pm Ottawa time
RETURN TO: Submit your proposal, price envelope and this page signed and return to:	National Capital Commission Procurement Services 40 Elgin Street 3rd Floor Service Centre Ottawa, Ontario K1P 1C7 Reference NCC tender file # NG261

**This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes the General/Supplementary Conditions, and any/all other attachments referred to herein.**

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).	
<b>Consultant's Name and Address</b>     Telephone no. _____ Fax no. _____ Email _____	_____ <p style="text-align: center;">Print Name</p> <hr/> <p style="text-align: center;">Signature <span style="float: right;">Date</span></p>
<b>ADDENDUM ACKNOWLEDGEMENT:</b> I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price:	_____ Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any.

## 1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit one (1) original & three (3) copies of your technical proposal and one (1) price envelope to provide professional services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Terms of Reference document. The following NCC forms must also be submitted with your proposal:
  - a) Page 1 signed, dated, acknowledgement of addendums. This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes the General/Supplementary Conditions, and any/all other attachments referred to herein,
  - b) Appendix C Fee Schedule (sealed envelope B), and
  - c) Appendix G, Supplier - Direct Payment and Tax Information Form
- 1.2 Enquiries regarding this proposal must be submitted in writing to Nicole Galipeau, Senior Contract Officer, telephone number - 613-239-5678 ext 5191, facsimile number - 613-239-5007 or e-mail address – [nicole.galipeau@ncc-ccn.ca](mailto:nicole.galipeau@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than ten (10) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.3 The technical proposal is to include all relevant information as defined in the Terms of Reference.
- 1.4 As a green initiative, the NCC requests that the Consultant's Technical Proposal follow these green practices:
  - use recycled paper products
  - print double sided
  - use a maximum font of 11
  - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
- 1.5 One (1) original of your financial offer (Appendix B Fee Schedule) must be submitted in an envelope separate from your technical proposal.
- 1.6 The technical evaluation is based on a total of 100 points as described in Section 6 of the Terms of Reference. Only the price envelopes of firms that qualify shall be opened.
- 1.7 The selected proposals will be those who obtained the highest best value scores between technical and price. Technical merit will account for 70 points and price will account for 30 points. The price is the total cost on the Fee Schedule.
- 1.8 A debriefing of a Proponent's Technical Proposal will be provided, if requested to the NCC Project Manager identified in the letter of notification of contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.

**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)  
LANDSCAPE ARCHITECTURAL SERVICES  
NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # NG261**

- 1.9 It is the intention of the National Capital Commission to award a minimum of FIVE (5) Standing Offer Agreements as a result of this RFSO. The resulting Standing Offer Agreements will be for a period of four (4) years from the date of award. Hourly rates quoted will remain the same for the first two years. The NCC will allow the successful consultants to adjust their hourly rates by the consumer price index for the third and fourth year (refer to 2.4).
- 1.10 If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish' the list of SOAs, by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next ranked firm(s)' as per rankings established above.
- 1.11 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
- 1.12 The Security Requirements and the General & Supplementary Conditions for Professional & Consulting Services will also form part of the resulting SOA and subsequent call-up purchase order(s).
- 1.13 In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
- 1.14 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.15 Facsimile transmittal of proposals will not be accepted.
- 1.16 Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this RFSO. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
- 1.17 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 1.18 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-consultants or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.19 This RFSO and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this RFSO and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Consultant's response, and the Consultant further agrees not to use them for any purpose other than that for which they are specifically furnished.

- 1.20 The successful Consultant shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Consultant during the term of the resulting SOA and call-up purchase order(s) and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Consultant's other obligations to indemnify and save harmless which are set out in the Commission's General/Supplementary Conditions.

## 2.0 REQUEST FOR STANDING OFFER AGREEMENT

### 2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

The NCC foresees a potential need to retain the services of firms to provide **LANDSCAPE ARCHITECTURAL SERVICES**, as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

## 2.2 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the goods and/or services detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such goods and/or services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 60 days from the closing date of this Request for Standing Offer (RFSO).

## 2.3 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the services of firms on an "as and when requested" basis under a Standing Offer Agreement.

The term proponent, used throughout this document, is defined as the entity submitting a proposal and shall mean a firm, an entity formed through a prime consultant/sub-consultant relationship, a consortium or a joint venture. Proponents shall provide all of the required services enumerated within the terms of reference.

To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture, or as a sub-consulting member of the team.

2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The duration of the SOA is for a period of four (4) years from the date of award. The hourly rates proponents quote on the Fee Schedule form will be applicable for the first two years. For the third and fourth year, the consultant's rates will be adjusted by the rate of inflation for consumer price index CANSIM table 327-0007 for consulting engineering services. The NCC will use the index available at that time (i.e. index available in August 2016 and August 2017) and compare it to the previous year index for the adjustment.

Table 327-0007 vector search parameters:  
Geography=Canada,  
Field of specialization=Total engineering,  
Price index, components=Total price.

Website:

<http://www5.statcan.gc.ca/cansim/a05?lang=eng&id=3270007&pattern=3270007&searchTypeByValue=1&p2=35>

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the firm name and address, Purchase Order number, delivery date required, delivery location, description of goods or services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

2.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$200,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations from all firms who obtained SOA's and any firm that qualified technically under this Request for Proposal for any work that may be required, when the initial estimate of the work exceeds \$200,000 CDN all inclusive.

The NCC reserves the right to on occasion:

- request SOA firms to seek offer-of-services from sub-consultants / specialists other than those proposed by the SOA firms, and
- as required, consider offer-of-services from sub-consultants / specialists named by NCC.
- may be requested to use sub-consultant firms already on SOA with the NCC at which time, the sub-consultant is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-consultant team does not meet NCC project manager requirements.

Once the SOAs are in place, individual project requests for work will be handled as *purchase orders* (or *call-ups*) against the SOA. Quotations provided must be detailed, showing the name of the proponent,

their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately.

The NCC retains the right to award concurrent and/or consecutive purchase orders to firms (i.e. purchase orders will not necessarily be awarded on a rotational basis). Projects are evaluated on a case by case basis in order to ensure that purchase orders are awarded to firms best positioned to undertake the work, be it for reasons of their specific area of expertise, their availability, their ability to meet specific project schedules and objectives, the level of security clearance required (as and when required) and/or other reasons. The NCC will do its best to ensure that the estimated expenditure of any SOA is not exceeded.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. Although the NCC cannot guarantee the number of purchase orders SOA firms will receive in any given year, the NCC's objective will be:

- to utilize the services of each SOA firm retained when and where possible
- to distribute overall call-up value across the list of firms holding SOAs.

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up.

If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

## 2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements is \$ 1,600,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure by 10% but in no circumstance will the total estimated expenditure for all SOAs be more than \$ 1,760,000.00 including taxes.

The NCC reserves the right to terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-consultants / specialists.

2.8 INVOICING:

Send the original and two (2) copies of the invoice directly to:  
National Capital Commission  
Accounts Payable  
202, 40 Elgin St., 3<sup>rd</sup> Floor  
Ottawa, Ontario, K1P 1C7

Or, in an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) . For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format.

To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown on the Purchase Order and clearly indicate the Purchase Order number.

Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to a schedule approved by the NCC Project Manager managing the call-up (e.g. monthly billing, billings at completion of each phase of the project, or other). Total fees (including expenses) will remain within the maximum authorized by each purchase order.

Any extras or charges above the original written quotation (offer of services) must be discussed with the NCC Project Manager and authorized by the NCC *in advance of the execution of the work*. The NCC cannot guarantee there will be compensation for extra work undertaken without prior written authorization.

For each invoice/billing submitted to NCC, SOA firms shall:

- Supply a current accounting of time-costs resulting from the SOA firm's work on the call-up, as well as all approved related project costs and sub-consultant costs;
- Clearly identify all applicable taxes, stated as separate line items on the invoice
- Clearly identify the 'call-up' contract amount, and the fee billed to date against that contract amount;
- Clearly identify the call-up number on their invoices

To ensure good project communication, it is recommended that SOA firms advise the NCC Project Manager when 75% of the purchase order costs have been incurred.

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.



**Standing Offer Agreement  
for  
Landscape Architecture Services (2014-2018)**

**TERM OF REFERENCE**

National Capital Commission

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## 1. INTRODUCTION

The National Capital Commission (NCC) wishes to retain the services of Landscape Architectural consulting firms to provide professional services on an "as and when requested" basis under a Standing Offer Agreement (SOA). All projects are located in the provinces of Ontario and Quebec within the National Capital Region.

It is the NCC's intention to award a minimum of **five (5)** Standing Offer Agreements for a period of four (4) years from the date of award. Hourly/unit rates quoted will remain fixed for the first two (2) years. The NCC will allow the successful consulting firms to increase their hourly rates by the consumer price index (all items for Ottawa-Gatineau) for the final two years as indicated in section 2.4 of the document Request for a Standing Offer Agreement.

To ensure equal opportunities for all participants, and to eliminate risk of conflict of interest, all proponents are advised that the NCC will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture, or as a sub-consulting member of the team.

Successful proponents will be required to attend site visits, meet with project managers and NCC staff on a regular basis and provide professional services to ensure the successful completion and implementation of selected projects and initiatives undertaken by the NCC Landscape Architecture and Urban Design Section.

Proponents are expected to provide services on a purchase order basis with little or no delay. All proponents must be in a position to provide an immediate response when called upon and must have the capability to attend meetings, at NCC offices or on site, within 8 working hours of being advised (normal NCC working hours are from 8 am to 5 pm).

The consultant's key personnel are to be named in the Proposal, and members of the consultant's team must remain in their designated roles for the duration of the SOA. Both the NCC Project Manager and the NCC Contracting Authority must be promptly informed if any of the personnel named in the Proposal submission have left the consultant's employment. In this regard, the consultant shall submit a resume of all proposed replacement personnel to the NCC Project Manager and the NCC Contracting Authority. If the consultant assigns replacement personnel who are considered in any respect unsatisfactory they shall be removed and replaced by the consultant upon five (5) days' notice of dissatisfaction from the NCC Project Manager and the Contracting Authority. Failure to honor this requirement may result in default of the contract.

## 2. SECURITY REQUIREMENTS

The NCC complies with Treasury Board's Policy on Government Security and consequently, it will require that the contractor's personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Site Access**.

The supplier shall appoint a Company Security Representative who will act as liaison with the NCC Corporate Security to ensure coordination of the screening process.

The NCC shall process the clearances once the individuals have been identified.

### **3. SCOPE OF WORK**

Although the range of services and the scope of work will vary from project to project, the possible areas of involvement include:

#### **3.1. Landscape Architecture Services :**

- open space/corridor/urban and rural planning;
- site planning;
- park design;
- vegetation management;
- heritage landscape conservation;
- irrigation design;
- recreational pathway planning and design;
- public grounds design/rehabilitation;
- shoreline stabilization and bio-engineering;
- environmental and ecosystem planning/design and assessment;
- floral design (perennial and annual bed design);
- furniture and layout design.
- urban design analysis for integration of development proposals into the urban fabric;
- the development of urban design guidelines, concepts, principles, criteria and strategies;
- the conceptualization, definition, and detail designs in the urban context;
- civic and urban public space design;
- urban boulevards and streetscape design, including Confederation Boulevard and the urban parkways;

#### **3.2. Project Management:**

The undertaking of project management tasks and activities will vary by project and could include:

- project management and design management assistance;
- liaison with NCC staff and clients;
- sub-consultant management;
- coordination of other disciplines;
- preparation of written terms of reference;

- preparing and making presentations to NCC committees and/or during public consultations;
- preparing schedules, critical paths, time estimates;
- quality and risk assessment and management;
- arranging and co-ordinating meetings including minutes and agendas;
- costing and quantity surveying.

### **3.3. Pre Design, Research and Analysis:**

The undertaking of pre design, research and analysis tasks and activities will vary by project and could include:

- establishing design criteria, principles and guidelines;
- user needs analysis;
- design and product research;
- analysing, generating and reviewing options;
- free hand sketching to illustrate proposed ideas;
- cost/benefit analysis and value for money assessment;
- feasibility analysis and pre design evaluation reports.

### **3.4. Investigations & Studies:**

The undertaking of investigations and studies could range from simple on-site consultations to more complex reports. The activities will vary by project and could include:

- cultural, physical and environmental resource assessments;
- undertaking site investigations to determine existing site conditions which could be affected by the design;
- site analysis and inventory;
- data gathering;
- providing recommendations and options for decision making;
- problem and issue identification;
- development of financial budget estimates;
- compiling information and recommendations into various reports/formats;
- “life cycle management” assessment requirements for site assets.

### **3.5. Design**

The undertaking and development of concepts, preliminary and final designs could involve new or existing facilities, some sites requiring heritage conservation and archaeological considerations. The activities will vary by project and could include:

- creative problem solving, ideation, concept design;
- preparing preliminary design documents including analysis of design alternatives;
- free hand sketching to illustrate proposed concept;
- development of detailed designs;
- final design development;

- preparation of graphics and presentation drawings, 3D modelling and material (various media);
- assistance with presentations.

### **3.6. Technical Assistance:**

NCC Project and Design Managers may require assistance in the delivery of a project. The activities under this component will vary by project and could include:

- scheduling and attending meetings and keeping written records;
- assistance with and development of bilingual tender / contract documents (technical drawings & specifications);
- preparing technical specifications (in accordance with the National Master Specifications - 2007 version);
- quantity surveying;
- preparing commissioning reports;
- preparing detailed cost estimates;
- preparing 'as built' drawings.

**The knowledge and use of 'AutoCAD' is required.** All drawings must be produced using an AutoCAD software version compatible with AutoCAD version 2011 and must be transferable electronically to the NCC at the completion of any and all projects.

All AutoCAD drawings must be completed using NCC CADD Standards in accordance with the document titled NCC CADD Standards: Design and Construction Division (January 2007) that will be given to winning bidders. The NCC also requires that consultants use the Design and Construction layering template for the production of drawings. The drawing template will be provided in DWG format.

### **3.7. Construction Related Services :**

Services prior to and during construction may be requested by the NCC's Project Manager. The services include administrative services and/or construction supervisory services in accordance with NCC standard procedures to ensure that the work conforms with the intent of the contract documents.

The activities will vary by project and could include:

- responding to technical queries from prospective contractors and preparing addendums during tender period;
- discussing and reviewing construction procedures to be used by the contractor;
- reviewing the construction work schedule proposed by the contractor;
- identifying or receiving notification of need for design changes and contacting Project Manager;
- clarifying design intent through discussions with Project Manager;
- attending site meetings; recording and distributing minutes;
- preparing sketches or drawings to depict design variations;
- comparing construction work to contract requirements in relation to workmanship, material and schedule;
- reviewing and approval shop drawings;

- evaluating materials received as to quantity and quality for approval by Project Manager;
- monitoring quantities as per contract items;
- preparing site inspection reports as required;
- listing and overseeing deficiencies and corrective measures;
- maintaining records of "as built" conditions and preparing as-built drawings;
- liaison with external organizations for work co-ordination;
- reviewing operation and maintenance manuals prepared by contractors;
- issuing and overseeing final inspections;
- organizing/participating in commissioning of project;
- participating in 'post-construction' evaluation and assisting in report preparation;
- keeping photographic records of construction stages and procedures.

**Presentation material, specifications and drawing text are to be completed in both official languages unless otherwise determined by the Project Manager.** The successful Proponents and sub-consultants shall be responsible for all errors and omissions related to the translation provided. The NCC shall not pay for any costs associated with translations corrections. The NCC may request that the Consultant replace the firm or individuals providing this service should translation errors persist.

#### **4. PROPOSAL REQUIREMENT**

The detailed proposal may be submitted in French or English, and must include a technical proposal in four (4) copies (1 original and 3 copies) and one (1) financial proposal in Canadian dollars.

As a green initiative, the NCC requests that the Consultants Proposals follow these green practices:

- use recycled paper products
- print double sided
- use a maximum font of 11
- no binders and/or plastics.

Proposals shall be bound or stapled, and all accompanying graphics, photographs, company profiles shall be included within each copy of the proposal document.

All proposals are to be provided with a table of contents and all corresponding pages in the proposal are to be numbered accordingly.

After evaluation the proposal will not be returned to proponents.

##### **4.1. Technical proposal**

###### **4.1.1. Capabilities of the Firm**

- a) Indicate the firm's expertise, ability and capability to undertake work in the areas of work identified in Section 3 - Scope of Work.

- b) Proponents must be registered with, and recognized by, the Ontario Association of Landscape Architects (OALA) or l'Association des Architectes paysagistes du Québec (AAPQ) on the date of submission and must be a professional office offering a full range of Landscape Architectural services and demonstrating strong independent leadership by a senior landscape architect of a team of landscape architect if part of a multi-disciplinary firm.
- c) Provide confirmation as to the proponent's capability, by way of the firm's in-house staff, to provide a quick response to NCC call ups as well as the firm's proposed strategy to ensure that response times and on site/construction review work requirements are satisfied in accordance with the specific requirements and limitations outlined in Section 1.
- d) Provide a brief description of your facilities and relevant equipment (i.e. software, printing capabilities, FTP site).

#### **4.1.2. Qualifications and Experience of Proposed Personnel including Sub-contractors**

- a) Provide the names and resume of proposed staff that would be assigned to NCC work.
- b) Highlight staff experience over the last five (5) years.
- c) Highlight, for each of the proposed staff their position, the number of years of employment with the firm.
- d) Landscape Architects associated with the firm and assigned to NCC related work shall be members, in good standing, of the Canadian Society of Landscape Architects through full membership in either the Ontario Association of Landscape Architects (OALA) or l'Association des Architectes Paysagistes du Québec (AAPQ).

Include the names and resume of sub-consultants you propose to team up with, if required, on some typical NCC assignments.

In particular, provide names of all staff or sub-consultants to be assigned to NCC works within the following areas of expertise:

- heritage landscape conservation;
- urban design;
- biological services, life science inventories;
- irrigation system design.

#### **4.1.3. Project Examples**

Provide descriptions and graphic examples of **four (4) projects completed by the firm within the last five (5) years.**

The following criteria will be evaluated for each of the projects submitted and shall be illustrated and / or described:

- relevancy of the project within the NCC mandate;
- scale of the project;
- complexity of the project;
- quality of design;



- design innovation;
- layout and graphic presentation.

Diversity of the projects submitted will be evaluated by the NCC. The proponent must demonstrate that he has varied experience by demonstrating different nature of projects he completed. NCC will evaluate the diversity of the projects according to the nature of the projects that the consultant may be ask to work on. Refer to section 3 for a description of the different types of NCC projects.

Provide the names of each member of the project design team for projects presented. Provide the name(s) of sub-consultant(s) if applicable. Indicate the initial project cost, the final project cost and the project design and implementation dates or schedule. Ensure contact information is accurate and current. The NCC also reserves the right to self-assess.

#### **4.1.4. Client Reference**

For each project submitted, provide the name and contact information of a client representative that the NCC will contact to obtain a reference. The NCC will evaluate a minimum of two reference provided by the proponent.

**It is the responsibility of the bidder to ensure that the details of the contact person is accurate and current.**

Note: References will not be checked when the results of evaluation will not affect the qualification of an applicant.

## **4.2. Fee Proposal**

The financial proposal shall be presented using the form provided in *Appendix B – Fee Schedule* and be submitted in a separate sealed envelope –not with the other proposal documents. All pricing shall be provided in Canadian funds.

An hourly/unit rate is required for each classification. Failure to provide a rate, the amount shall be considered as being \$0.

For evaluation purposes, the rates will be combined into one cost by applying a level of effort for each classification as indicated in appendix B. The estimated level of effort is for a typical study or project for the sole purpose of evaluating financial proposals.

Hourly/unit rates are all-inclusive amounts including travel costs if applicable, excluding taxes. No travel expenses will be paid over and above the hourly rate.

The NCC shall pay the applicable federal and provincial taxes. These taxes shall therefore be written separately.

No travel time will be paid for proponents travelling to/from the NCR including travel to/from NCC office and project sites from/to their place of business.

Travel and travel related expenses (i.e. travel time, airfare, mileage, parking etc.) within Gatineau - Ottawa are to be included in the applicable hourly rates. .

The following costs shall be included in the fees to deliver the required services and shall not be reimbursed separately:

- a) Reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentations specified in the Terms of Reference.
- b) Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members offices.
- c) Courier and delivery charges for deliverables specified in the Terms of Reference.
- d) In-house computer work station
- e) Plotting charges
- f) Presentation materials
- g) Parking fees
- h) Taxi charges
- i) Travel time.
- j) Rental of office space
- k) And any other expense identified in the terms of reference that the Commission will not pay for.

The following disbursements, reasonable incurred by the Consultant, that are related to the Services and that are approved by the project manager, shall be reimbursed to the consultant at actual cost

- a) Reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation additional to that specified in the Terms of Reference.
- b) Transportation costs for material samples and models additional to that specified in the Terms of Reference.
- c) Project related travel and accommodation additional to that specified in the Terms of Reference shall be reimbursed in accordance with the current Treasury Board Travel Policy,
- d) Other disbursements made with the prior approval and authorization of the project manager.

All payable disbursements must be itemized and supported by receipts where possible.

## **5. DEFINITION OF TITLES / CLASSIFICATIONS**

In reference to hourly rate, for the purposes of this Standing Offer Agreement the titles and necessary minimum qualifications of proposed personnel shall be defined as follows:

### **5.1. Senior Landscape Architect:**

- Minimum 12 years landscape architecture, project management/design management experience, experience managing complex projects.
- Experience managing design teams. Ability to work effectively on multi-

- disciplinary project teams.
- Demonstrated ability to provide reliable cost and time estimates, track projects, manage time and control cost.
- Experience managing sub-consultants.
- Graduation with a degree in Landscape Architecture from a recognized university.
- Ability to co-ordinate a number of simultaneous management and design activities in tight time frames and to meet critical deadlines.
- Extensive experience with a wide range of projects similar in scope to the areas of involvement outlined in Section 3 (Scope of Work).
- Full member, in good standing, of the Canadian Society of Landscape Architects through full membership in either the Ontario Association of Landscape Architects (OALA) or l'Association des Architectes Paysagistes du Québec (AAPQ).

#### **5.2. Landscape Architect:**

- Minimum 6 years landscape architecture and design management experience.
- Ability to work effectively on multi-disciplinary project teams.
- Demonstrated ability to provide reliable cost and time estimates.
- Experience working with sub-consultants.
- Graduation with a degree in Landscape Architecture from a recognized university.
- Ability to co-ordinate a number of simultaneous design activities in tight time frames and to meet critical deadlines.
- Experience with a wide range of projects similar in scope to the areas of involvement outlined in Section 3 (Scope of Work).
- Fluent with AutoCAD version 2011, Adobe Photoshop, Illustrator, InDesign, SketchUp.
- Full member, in good standing, of the Canadian Society of Landscape Architects through full membership in either the Ontario Association of Landscape Architects (OALA) or L'Association des Architectes Paysagistes du Québec (AAPQ).

#### **5.3. Technician/Draftsman/CAD operator:**

- Minimum 4 years of relevant experience in landscape architecture.
- Ability to work effectively on multi-disciplinary project teams.
- Ability to produce bilingual contract documents and technical specifications.
- Graduation with a diploma from a recognized institution.
- Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
- Experience with projects similar in scope to the areas of involvement outlined in Section 3 (Scope of Work).
- Fluent with AutoCAD version 2011.
- Knowledge of Adobe Photoshop CS4, Adobe Illustrator CS4, Adobe InDesign CS4, SketchUp or other software related to the preparation of study reports and presentation documents would be a definite asset.

#### **5.4. Construction Supervisor:**

- Minimum 6 years construction supervision experience for landscape architecture projects.
- Ability to work effectively on multi-disciplinary project and construction teams.
- Demonstrated knowledge of construction procedures, materials and techniques.
- Experience working directly with contractors and demonstrated knowledge of construction contract requirements, procedures and reporting formats.
- Demonstrated ability to monitor and control construction schedules, costs and quality.
- Experience in preparation of construction progress reports, commissioning documents and post construction evaluations.
- Experience with a wide range of construction projects similar in scope to the areas of involvement outlined in Section 3 (Scope of Work).

Note that the same individual can be identified in the proposal as performing the functions related to more than one staff classification. In such a case, the proposal must clearly identify the various functions to be performed by the individual and separate hourly rates must be identified in Appendix B for each staff classification.

## **6. EVALUATION AND BASIS OF AWARD**

The evaluation process will involve two stages. The first stage is an assessment by the NCC of the capabilities and qualifications of the proponent and proposed personnel including project examples and client references. The second stage will consist of an assessment of the proponent's fee proposal.

All proposals shall be evaluated and rated according to the rated requirements described in Appendix A.

Contract award for this service will be based on the evaluation criteria set out in Appendix A of this request for proposal. The technical evaluation is based on a total of 400 points. The minimum required is 320 points (80%). The score will then be carried 100 (i.e.  $\text{score} \times 100 / 400$ ) Only the price envelopes of those firms that qualify (i.e. 80 points or over), shall be opened.

The lowest overall fee will receive 30 points, the maximum score a proponent can achieve under the Fee Proposal evaluation. Other overall fee proposal will be awarded points on a proportional basis. The proposals obtaining the highest points will be awarded an SOA (minimum of 5). This will be determined by a weight factor of 70 percent for the technical component and 30 percent for the price.

## **7. ADDITIONAL CONDITIONS**

The NCC reserves the right to request any clarification or information from any or all proponents it deems necessary in order to assess, to its satisfaction, the proposal. However, it shall not be required to request missing information from the proposals that may cause the proposal to be considered incomplete.

The NCC will not permit assignment of any project or purchase order to any other firm.

All sub-consultants must meet with NCC approval.

The NCC reserves the right to cancel any portions of the work and assign subsequent portions to another company.

The National Capital Commission retains copyright and ownership of all concepts, designs, documents, drawings, sketches, specifications, models and samples, and copies thereof generated as a result of any project undertaken under this Standing Offer Agreement.

The consultants shall be liable for, and must assume all risks and liabilities associated with any errors or omissions in the design and contract documents.

The successful proponent will, upon notification of acceptance of proposal, provide proof of liability and E&O insurance. The policies shall meet the following requirements:

- contain a clause requiring the insurer to inform the NCC in writing thirty (30) days before the policies are cancelled, are altered or expire

Liability insurance:

- shall be "occurrence based" policies - the insurance limit shall not be less than five million dollars (\$5,000,000.00) per occurrence;
- shall contain a cross liability clause and severability of interests clause;
- name the NCC as a "additional named insured" by way of an endorsement

Errors and Omission insurance:

- The limit of insurance shall not be less than five hundred thousand (\$500,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate annually.

The Commission's prior approval in writing will be required before any aspect of the work resulting from any purchase order under the Standing Offer Agreement is communicated to the mass media, or any articles, illustrations, reports or documents are submitted for publication or professional awards. No consultant is authorized to make representations to the media without prior approval of the NCC Project Manager.

The consultants will be required to maintain a detailed record (timesheets) of all time spent on each purchase order to enable the NCC to ascertain the value of the work against fees. Such information shall be provided by the proponent in support of each invoice submitted to the NCC for payment.

All textual information (i.e. specifications, cost estimates, reports, etc) submitted to the NCC must be in Microsoft Excel or Microsoft Word 2010 format. Digital copies of all such documents must be transferred to NCC at completion of projects.

All software used in the production of documents must be a recent version of PC platform.

**APPENDIX A**

**RATED REQUIREMENTS & EVALUATION CRITERIA**

All proposals will be evaluated technically against a predetermined set of evaluation criteria and associated weights.

<b>EVALUATION CRITERIA</b>
Excellent. Exceeds all of our requirements (100% of the weighted factor)
A sound response. Fully meets most of our requirements (80% of the weighted factor)
Acceptable, minimum level. Meets our basic requirements (60% of the weighted factor)
Falls short of meeting basic expectations (40% of the weighted factor)
It's a response but doesn't address our needs (20% of the weighted factor)
The response is completely unacceptable or the information is missing altogether (0% of the weighted factor)

**RATED REQUIREMENTS**

<b>Capabilities of the Proponent</b>		<b>80 pts</b>
<ul style="list-style-type: none"> <li>Firm's experience, expertise and capability to undertake projects in the areas outlined in Sections 3</li> </ul>		20
<ul style="list-style-type: none"> <li>Landscape architecture team with a strong independent leadership by Senior Landscape Architect and member of the OLAA and/or AAPQ</li> </ul>		40
<ul style="list-style-type: none"> <li>Firm's capabilities and strategy to provide an immediate response to NCC call ups</li> </ul>		10
<ul style="list-style-type: none"> <li>Facilities, capabilities and relevant production equipment</li> </ul>		10
<b>Qualifications and experience of proposed personnel</b>		<b>60 pts</b>
<ul style="list-style-type: none"> <li>Professional qualifications and experience of proposed staff (refer to areas of expertise required as identified in Section 10.0), academic background, years of relevant experience, degree of specialty, membership in relevant professional associations, past performance including years with the firm</li> </ul>		40
<ul style="list-style-type: none"> <li>Experience of proposed staff, in the last 5 years, pertinent to the scope of work outline in Section 2.0.</li> </ul>		20
<b>Project Examples</b>	<b>35 pts per project</b>	<b>140 pts</b>
<ul style="list-style-type: none"> <li>Relevance to NCC type projects;</li> </ul>		20
<ul style="list-style-type: none"> <li>Quality of designs</li> </ul>		40
<ul style="list-style-type: none"> <li>Innovation of design</li> </ul>		40
<ul style="list-style-type: none"> <li>Layout and graphic presentation</li> </ul>		20
<ul style="list-style-type: none"> <li>Diversity of projects</li> </ul>		20

<b>Client Reference</b>		<b>120 pts</b>
• Ability of the firm to meet deadlines		40
• Good quality and cost control		40
• Communication with client and timely response to question and/or client requirement		40

Total / 400 carried on 100

**APPENDIX B**

**FEE SCHEDULE  
(in Canadian dollars)**

- Provide a rate for each classification. Failure to provide a rate, the amount shall be considered as being \$0
- Hourly/unit rates are all-inclusive amounts including travel costs if applicable, excluding taxes.
- Translation: The NCC shall pay the unit rate quoted per word for translation whether translation is done by in-house or by a sub-contractor.
- Sign and submit in a separate sealed envelope

<b>CLASSIFICATION</b>	<b>HOURLY / UNIT RATE</b>	<b>ESTIMATED LEVEL OF EFFORT</b>	<b>AMOUNT</b>
Senior Landscape Architect	\$ _____ / hr	20 hours	
Landscape Architect	\$ _____ / hr	40 hours	
Technician / Draftsman/ CAD Operator	\$ _____ / hr	50 hours	
Construction Supervisor	\$ _____ / hr	20 hours	
Translation	\$ _____ / word	5,000 words	
<b>Sub-total</b>			
<b>13% OHST</b>			
<b>TOTAL</b>			

**Name of firm:** \_\_\_\_\_

**Signature of authorized person:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**GC1 Interpretation**

## 1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;
- 1.1.2 “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
- 1.1.3 “Contractor” means the person contracting with the NCC to provide or furnish all requirements for the execution of the Work under the Contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations in accordance with the Contract;
- 1.1.5 “NCC” means the National Capital Commission
- 1.1.6 “NCC Representative” means the person designated in the Contract, or by written notice to the Contractor, to act as the Representative of the NCC for the purposes of the Contract and includes a person, designated and authorized in writing by the NCC Representative to the Contractor.
- 1.1.7 “prototypes” includes models, patterns and samples;
- 1.1.8 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

**GC2 Successors and Assigns**

- 2.1 The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC3 Assignment**

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the NCC. Any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon the NCC.

**GC4 Time of the Essence**

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor’s obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not

have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and exceptional weather conditions of extreme violence or intensity.

- 4.3 The Contractor shall give notice to the NCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the NCC Representative(s), the Contractor shall deliver a description, which is satisfactory to the NCC Representative of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the NCC Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4. Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the NCC may exercise the right of termination contained in GC8.

**GC5 Indemnification**

- 5.1 The Contractor shall indemnify and save harmless the NCC from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify the NCC from all costs, charges and expenses whatsoever that the NCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the NCC of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the NCC under the contract shall not affect or prejudice the NCC from exercising any other rights under law.

**GC6 Notices**

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile or electronic mail, addressed to the party for whom it is intended at the address mentioned in the contract. Any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by facsimile or electronic mail 24 hours after was

transmitted. The address of either party may be changed by notice in the manner set out in this provision.

#### **GC7 Canadian Labour and Materials**

- 7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

#### **GC8 Termination or Suspension**

- 8.1 The NCC may, by giving written notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the NCC before the giving of such notice shall be paid for by the NCC in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The NCC shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that they are established to the satisfaction of the NCC Representative, that the costs and expenses were actually incurred by the Contractor, that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC under the provisions of GC8 except as expressly provided therein.

#### **GC9 Termination due to Default of Contractor**

- 9.1 The NCC may, by written notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

- (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the NCC's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that the NCC terminates the work in whole or in part under GC9.1, the NCC may arrange, upon such terms and conditions and in such manner as the NCC deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the NCC for any excess costs relating to the completion of the work.
  - 9.3 Upon termination of the work under GC9.1, the NCC may require the Contractor to deliver and transfer title to the NCC, in the manner and to the extent directed by the NCC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.  
  
The NCC shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the NCC Representative, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in process delivered to the NCC pursuant to such direction. The NCC may withhold from the amounts due to the Contractor such sums as the NCC determines to be necessary to protect the NCC against excess costs for the completion of the work.
  - 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
  - 9.5 If, after the NCC issues a notice of termination under GC9.1, it is determined by the NCC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

**GC10 Records to be kept by Contractor**

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the NCC who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the NCC with such information it may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the NCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of three years following completion of the work.

**GC11 Ownership of Intellectual and Other Property including Copyright**

- 11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the NCC, and the

Contractor shall account fully to the NCC in respect of the foregoing in such manner as the NCC shall direct.

- 11.2 Technical documentation shall contain the following copyright notice:  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA (YEAR)  
as represented by the National Capital Commission
- 11.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the NCC. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the NCC any articles or things embodying such technical information and inventions.
- 11.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the NCC for the purpose of registering the NCC's right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the NCC pursuant to this section, to sign a release form in a form satisfactory to the NCC, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the NCC's use, or modification of the work.

#### **GC12 Conflict of Interest**

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the NCC Representative(s).

#### **GC13 Contractor Status**

- 13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of the NCC. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

#### **GC14 Warranty by Contractor**

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

#### **GC15 Amendments**

- 15.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**GC16 Entire Agreement**

- 16.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

**GC1 Hours and Place of Work**

- 1.1 When the Work is to be carried out in the NCC's offices, the Contractor shall, in the interests of co-ordination, adopt the same hours of work as the NCC's employees.

**GC2 No Additional Remuneration**

- 2.1 It is understood and agreed that the Contractor shall act as an independent Contractor and that he shall not be entitled to any payment or remuneration other than that provided for in clause 3.1 of the contract and set out in greater detail in the Terms of Payment of the present contract.

**GC3 Compliance with Legal Requirements**

- 3.1 The Contractor himself shall be solely responsible for complying with all federal and provincial laws and municipal by-laws applicable within the context of the services provided by him under the present contract.

**GC4 Responsibility of the NCC**

- 4.1 The NCC Representative shall provide the support, counsel, directives, instructions, acceptances, decisions and information that he shall consider necessary or appropriate in connection with this contract.

**GC5 Ownership of Documents**

- 5.1 All documents submitted or prepared by the Contractor under the terms of the contract shall become the property of the NCC, which shall become the owner of the copyright.
- 5.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than the NCC, unless expressly authorized by the NCC. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.
- 5.3 As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.
- 5.4 The NCC shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

**GC6 Copyright**

- 6.1 In accordance with section 12 of the Copyright Act, copyrights for all reports or documents prepared by the Contractor shall belong to the NCC from the date of its first publication, during the remainder of that calendar year and for a period of fifty (50) years from the end of that calendar year.

**GC7 Ownership of Inventions**

- 7.1 Pursuant to paragraph GC11.3 of the general conditions, the Contractor shall have no other claim than that which may be granted to him by the NCC, and he may not apply for a patent in connection with any inventions unless he has the written consent of the NCC.

#### **GC8 Managers, Employees, Agents and Sub-contractors**

- 8.1 The Contractor shall take all reasonable measures and precautions to ensure that his managers, employees, agents and sub-contractors comply with the terms of the present Contract. Without limiting the general nature of the above, contractors shall include in all subcontracts arising from this contract, clauses which are similar to the general conditions and to these supplementary conditions, such clauses to be formulated in terms that are not less favorable to the NCC than their counterparts in the said general and supplementary conditions. The Contractor shall comply with these conditions and take any other actions required by the NCC in order to fulfill the terms of the present clause.

#### **GC 9 Use of NCC Geometrics' Database**

- 9.1 The Contractor may request through the NCC Representative the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc, for the purposes of this Contract.
- 9.2 The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments.
- 9.3 The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in clause 9.2.
- 9.4 The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.
- 9.5 The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.
- 9.6 The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database.
- 9.7 Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material including any derived works to the NCC, or provide proof to the NCC that all copies of the database and related material have been destroyed



New supplier / Nouveau fournisseur  Update / Mise à jour

Supplier No. / N° du fournisseur

**SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM  
FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

**PART 'A' - IDENTIFICATION / PARTIE 'A' - IDENTIFICATION**

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
<b>Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP</b>			
<input type="checkbox"/> Yes / Oui			<input type="checkbox"/> No / Non
<b>An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.</b>			
<input type="checkbox"/> Yes / Oui			<input type="checkbox"/> No / Non
Address / Adresse	Telephone No. / N° de téléphone :	Fax No. / N° de télécopieur :	
Postal code / Code postal	( )	( )	

**PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR**

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	SIN - mandatory for (1) & (2) / NAS - obligatoire pour (1) & (2)	Corporation / Société <input type="checkbox"/>		Business No. (BN) / N° de l'entreprise (NE)
GST/HST / TPS et TVH		QST / TVQ (Québec)		
Number / Numéro : _____		Number / Numéro : _____		
Not registered / non inscrit <input type="checkbox"/>		Not registered / non inscrit <input type="checkbox"/>		
Type of contract / Genre de contrat				
Contract for services only / Contrat de services seulement <input type="checkbox"/>		Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>
Type of goods and/or services offered / Genre de biens et/ou services rendus :				

**PART 'C' - FINANCIAL INSTITUTION / PARTIE 'C' - RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE**

**Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire**

Branch Number / N° de la succursale _____	Institution No. / N° de l'institution : _____	Account No. / N° de compte : _____
Institution name / Nom de l'institution : _____		Address / Adresse : _____
Postal Code / Code postal : _____		

**PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT**

E-mail address / Adresse courriel : \_\_\_\_\_

**PART 'E' - CERTIFICATION / PARTIE 'E' - CERTIFICATION**

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
_____ Name of authorized person / Nom de la personne autorisée	_____ Title / Titre	_____ Signature	_____ Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ( )			

**IMPORTANT**

**Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).**

**Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).**

Mail or fax to: Procurement Assistant, Procurement Services  
National Capital Commission  
202-40 Elgin Street  
Ottawa, ON K1P 1C7 Fax: (613) 239-5007

Poster ou télécopier à : Assistant à l'approvisionnement  
Services de l'approvisionnement  
Commission de la capitale nationale  
40, rue Elgin, pièce 202  
Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

**SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

**Supplier Tax Information**

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Marcel Sanscartier, Manager, Accounts Payable and Receivable – (613) 239-5678 ext. 5241 or [marcel.sanscartier@ncc-ccn.ca](mailto:marcel.sanscartier@ncc-ccn.ca)

**Direct deposit payment information**

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

**The advantages of direct deposit payment**

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

**Renseignements sur les fournisseurs aux fins de l'impôt**

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – (613) 239-5678 poste 5241 ou [marcel.sanscartier@ncc-ccn.ca](mailto:marcel.sanscartier@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt direct**

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

**Avantages du paiement par dépôt direct**

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.