

## REQUEST FOR A STANDING OFFER (RFSO)

ADDRESS ENQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613)239-5678 ext. 5051 (613)239-5007 fax <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a>	BID DEADLINE:  August 18, 2015 at 3pm 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 # AL1590

**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).	
Consultant's Name & Address    Tel:  Fax:  Email:	Print Name   Signature   Date
ADDENDUM ACKNOWLEDGEMENT: 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 & four (4) 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 Allan Lapensée, Sr Contract Officer, telephone number - 613-239-5678 ext 5051, facsimile number - 613-239-5007 or e-mail address – [allan.lapensee@ncc-ccn.ca](mailto:allan.lapensee@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than fourteen (14) 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 C 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. The minimum pass mark required is 70% for each criterion and then 80 % on the total. 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 100 points and price will account for 60 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)  
STRUCTURAL BUILDING ENGINEERING SERVICES  
NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # AL1590**

- 1.9 It is the intention of the National Capital Commission to award a minimum of four (4) 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 increase 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 **STRUCTURAL BUILDING ENGINEERING 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 332-0018 for engineering services. The NCC will use the index available at that time (i.e. quarterly index available in July 2017 and July 2018) and compare it to the previous year's quarterly index for the adjustment.

CANSIM Table 332-0018

Geography=Canada,

Index related to engineering services (North American Industry Classification System (NAICS) number 54133).

Website: <http://www5.statcan.gc.ca/cansim/pick-choisir?lang=eng&p2=33&id=3320018>

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 \$110,000 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 \$110,000 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 \$1,000,000.00 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 \$1,100,000.00 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.



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Abbreviations, Definitions, and Document Organization

In this Terms of Reference, the following abbreviations will be in effect:

FHBRO	Federal Heritage Building Review Office
NCC	National Capital Commission
OIQ	Ordre des Ingénieurs du Québec
PEO	Professional Engineers of Ontario
PM	Project Manager
pts	points
RFP	Request for Proposal
SOA	NCC Standing Offer Agreement
TOR	Terms of Reference

In this Terms of Reference, the following definitions will be in effect:

- Call-up shall mean a “purchase order” against the overall SOA
- Consultant shall mean “the corporate entity (i.e. firm, joint venture or other) awarded an SOA”
- NCC Project Manager shall mean the NCC staff member assigned to manage a specific call-up
- Proponent shall mean a “corporate entity (i.e. firm, joint venture or other) submitting a proposal in response to this Terms of Reference
- Purchase order shall mean a call-up against the overall SOA
- SOA firm shall mean “the corporate entity (i.e. firm, joint venture or other) awarded an SOA”

# 1. Introduction

## 1.1 *Executive summary:*

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

It is the NCC's intention to award a minimum of four (4) standing offer agreements for work in the province of Ontario and two (2) for work in the province of Québec which will be in effect for a period of four (4) years from the date of award or until total expenditure level is attained whichever comes first. The projects to be addressed under the SOA will be at various locations within the National Capital Region, in the provinces of Ontario and Québec

All proponents identified as successful will be required to enter into a formal NCC Standing Offer Agreement. Once awarded, these SOAs would serve as the contractual instrument against which individual call-ups can be made (on a project by project basis). The NCC reserves the right to amend any provisions contained herein and/or to issue any addenda.

Call-ups made under this SOA for **Consulting Engineering Services in Structural Building Engineering (2015-2019)** will be managed by NCC Design and Construction Division, Engineering Section staff.

The Terms of Reference for Standing Offer Agreement for **Consulting Engineering Services in Structural Building Engineering (2015-2019)**, including its Appendices, will be used as the basis for evaluation of proposals submitted in response to the Request for Proposals (RFP), and shall be thereafter considered as contractual requirements for SOAs awarded.

Further information regarding the NCC can be found at [www.ncc-ccn.gc.ca](http://www.ncc-ccn.gc.ca) .

## **2. Description of the Standing Offer Agreement**

### **2.1 *Number and types of SOA***

The NCC wishes to retain the services of consulting engineering firms to provide services on an "as and when requested" basis under a Standing Offer Agreement (SOA) for **Consulting Engineering Services in Structural Building Engineering (2015-2019)**. It is the NCC's intention to award a minimum of six (6) Standing Offer Agreements (4 for work in Ontario and 2 for work in Québec), but the NCC reserves the right to award more than six (6) Standing Offer Agreements, dependent on the number of qualified proposals and the NCC's projected value of structural-civil engineering work.

### **2.2 *SOA duration and extension(s)***

SOAs will be established for a period of four (4) years from the date of award. SOAs will not be extended.

### **2.3 *Future Adjustment to Fees***

In the third and fourth year of the SOAs an adjustment of the proposed hourly rates will be applied according to formulae utilized by NCC Procurement to incorporate the effect of the Consumer Price Index.

### **2.4 *Replenishment of SOA list***

If any firm holding an SOA has their SOA cancelled, the NCC reserves the right to 'replenish' the list of SOAs by offering an SOA to another firm. Furthermore, if the NCC establishes that the volume of structural-civil engineering work justifies additional firms being added to the list, 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 highest ranked firm(s)' as per rankings established under Section 6.3 of this Terms of Reference;

Firms offered 'replenishment' SOAs more than 2 years after initial award of SOA holders will be offered an adjustment of their hourly rates according to formulae utilized by NCC Procurement to incorporate the effect of the Consumer Price Index.

Firms offered 'replenishment' SOAs within 2 years of initial award of SOAs will be expected to honour the first and second year hourly rates submitted in response to this Terms of Reference.

### **2.5 *SOA expenditure limits (per purchase order, and overall)***

The SOA is intended for use on small and medium scale projects. The maximum all-inclusive amount payable for any one purchase order (call-up) shall

be **\$110,000** 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 SOAs and any firm that qualified technically under this Request for Proposals for any work that may be required, when the initial estimate of the work exceeds \$110,000 CDN all inclusive.

The total dollar limit of consulting work to be awarded per firm for the entire four year Standing Offer Agreement period will be dependent on the number of firms retained and the NCC's estimated volume of structural-civil engineering work for the four year period 2015-2019.

## **2.6 Eligibility for SOAs**

The NCC reserves the right to refuse the submission of any proponent that it finds does not meet NCC's interpretation of eligibility. This section outlines a diverse series of eligibility requirements:

2.6.1 To be eligible firms must, for the duration of the SOA, satisfy the following eligibility requirements:

- a. be registered with the *Ordre des ingénieurs du Québec* (OIQ) and/or Professional Engineers Ontario (PEO),
- b. have Professional Engineering staff that hold a valid certificate of practice for engineering work in the provinces of Québec and/or Ontario,
- c. offer structural-civil engineering consulting services as their principle area of expertise
- d. meet and maintain the requirements outlined in Appendix E: Security, Access and Confidentiality Clauses. The NCC reserves the right to cancel SOAs held by firms that fail to uphold any of the security levels or conditions outlined in Appendix E.

2.6.2 Partnerships and/or joint ventures between Professional Engineers and/or firms shall be considered, provided the resulting corporate entity:

- a. is recognized by the OIQ and/or PEO,
- b. meets the requirements outlined in the previous paragraph
- c. meets the requirements of the NCC legal and procurement directorates.

2.6.3 Occasionally, SOA firms may be expected to provide services within little or no delay. All SOA firms must be in a position, by way of the firm's Core

Team (see Section 2.6), to provide immediate response when called upon, as follows:

- a. be capable of attending meetings or briefings at NCC offices or on site, within 7 working hours of being requested;
- b. when called upon for construction related services, be capable of being on the construction site within 4 working hours of being requested;
- c. be capable of rendering construction review and supervision services on a daily basis if/when called upon by the NCC Project Manager (NCC PM).

**2.7 Roles and Authorities** The NCC will appoint a Project Manager who:

- a. is responsible for managing the Contract, and, on behalf of the NCC, is responsible for the day-to-day management of the Project;
- b. acts as a liaison between the NCC and the Consultant;
- c. is required to be kept informed at all times of the progress of the work and of any problems and / or potential changes in the scope, cost, schedule, quality of work, communications, or risks immediately as they occur; and
- d. is the only one with authorize a change in scope, cost or schedule of the work.

2.7.2 The Consultant shall appoint a Consultant's Project Manager who:

- a. will be the Consultant's principal contact for the duration of the call-up;
- b. has full authority to act on behalf of the NCC on all aspects of the work except scope, cost and schedule changes in the work. (except where explicitly stated elsewhere in this RFP document and additional direction by the NCC PM); and
- c. shall ensure that proposed changes or refinements to the scope of work are communicated to the NCC Project Manager for approval, together with any associated risks, cost implications or changes in schedule and that all issues are properly identified and reported.

**2.8 SOA Consultant "Core Team"** For this SOA to work most effectively, the NCC requires the SOA firms to have a 'Core Team' able to provide continuity year to year in

servicing the NCC's project work. The Consultant 'Core Team' shall be comprised of persons able to undertake the roles and responsibilities of the following classifications (refer to Appendix D for descriptions of these classification levels):

- a. Engineer level F
- b. Engineer level E
- c. Engineer level D
- d. Technologist level D
- e. Draftsperson / CAD Operator
- f. Construction Supervisor

**Note:** All sub-consultants must meet with NCC approval.

## **2.9 Insurance**

### **2.9.1 Errors and Omissions Insurance**

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.

SOA firms shall maintain professional errors and omissions liability insurance at or above the following coverage levels for the duration of the SOA:

- a. \$ 500,000 per incident / claim
- b. \$1,000,000 per project
- c. \$2,000,000 in aggregate for the term of coverage (normally one year)

### **2.9.2 Liability Insurance**

SOA firms shall maintain an "Occurrence Based" liability insurance policy with the following minimum requirements:

- a. insurance limit shall not be less than \$5,000,000 per occurrence;
- b. shall contain a cross liability clause and severability of interest clause; and
- c. name the NCC as an "additional named insured" by way of an endorsement.

### 2.9.3 Sub-Consultants

SOA firms shall ensure that their sub-consultants have professional errors, omissions, and liability insurance to either:

- a. the aforementioned coverage levels, or
- b. the minimum coverage levels recommended by their professional associations, whichever is more stringent, and that said coverage is in place for the duration of their involvement in the SOA project work.

2.9.4 SOA firm insurance policies shall contain a clause requiring the insurer to inform the NCC in writing thirty (30) days before the policies are cancelled, are altered or expire.

2.9.5 In all cases, said insurance shall cover the SOA firm, its Directors, and all its employees.

### 2.10 ***Safety, security and confidentiality conditions***

See Appendix E for safety, security, and confidentiality conditions in effect for these SOAs

### 2.11 ***Documentation formatting, labelling and handling***

All textual information (i.e. specifications, cost estimates, reports, etc) submitted to the Commission must be in Microsoft Excel or Microsoft Word format.

All drawings and sketches submitted to the Commission must be in AutoCAD 2007 or later version.

Electronic copies of all such documents must be transferred to NCC at completion of projects or information must be made available to the NCC Project Manager for downloading.

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

See Appendix F for NCC's requirements with regards to documentation formatting, labelling and handling for these SOAs.

### 2.12 ***Project Communication***

The Consultant shall represent the NCC's interests to the full extent that communications may be reasonably required between the NCC, the Consultant, and any other party.

Direct communication between the Consultant and other parties is permitted to enable the discussion and prompt resolution of routine technical issues.



Decisions made or directions given by other parties must be documented and sent by the Consultant PM for submission without delay to the NCC PM.

The Consultant PM will provide information and updates as required and, if requested by the NCC, provide members of the Consultant team to participate in media interviews, speak at press conferences or media briefings, review communications material for accuracy, etc., in both official languages.

All communications, other than communications with Consultant team members, shall be copied to the NCC PM within one (1) week of the correspondence being signed or received. The NCC PM shall be permitted access to all Consultant communications and files containing same at all times, however such files and copies of communications will remain in the care, custody and control of the Consultant and shall not be removed at any time.

The Consultant shall ensure that no Consultant's employees or Sub-Consultants communicate project information to the media unless requested to do so in writing by the NCC PM. Should reporters or representatives of the media contact the Consultant, its employees or its sub-consultants, the Consultant shall refer the media to the NCC PM (or designated NCC communications person) and notify the NCC PM immediately.

The Consultant will collaborate with NCC staff and with a joint communications team that includes the stakeholders in a Project, to enable effective public communication and media relations about their portion of the Work within a Project.

### **2.13 Stakeholders**

In addition to the usual contractual relationship between the NCC and the Consultant, other parties who have an interest in certain aspects of the Project may be involved. The Consultant, in carrying out his mandate, may have to interface with the stakeholders as required to ensure that their concerns are adequately dealt with and approvals, when necessary, are obtained. Consultant interface with the stakeholders shall include, but not be limited to, responsibility for the logistics of meetings; organizing, preparing, attending and recording all meetings; and, preparing responses to written inquiries and requests for technical information in a timely manner.

## **3. Conditions & Procedures for Purchase Orders**

### **3.1 Initiating an SOA purchase order**

Once the SOAs are in place, individual requests for structural-civil work will be handled as purchase orders (or call-ups) against the SOA.

The NCC retains the right to award concurrent and/or consecutive purchase orders to other SOA firms (i.e. purchase orders will not necessarily be awarded on a rotational basis). The NCC will evaluate its structural-civil work on a case

by case basis in order to ensure that purchase orders are awarded to SOA firms best positioned to undertake the work, be it for reasons of their specific area of expertise, their availability, their ability to meet specific NCC schedules and objectives, level of security clearance required, and/or other reasons.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. The NCC cannot guarantee the number or cumulative value of purchase orders SOA firms will receive in any given year or for the duration of the SOA. The NCC's objective will be to do the following:

- a. utilize the services of each SOA firm retained when and where possible;
- b. distribute overall call-up value across the list of firms holding SOAs maintaining satisfactory performance ratings.

The procedure for initiating an SOA purchase order (call-up) is as follows:

- 3.1.1 NCC PM will contact the SOA firm to provide reference (TOR) in terms of services, deliverables, and timeline.
  - a. In some cases, the NCC PM will have already prepared a written Terms of Reference for the work request, to which the SOA firm will confirm an offer-of-service.
  - b. In other cases the NCC PM may request that the SOA firm confirm the work request details back to NCC in writing, as part of the SOA firm's offer of services for the call-up.
- 3.1.2 Either procedure is acceptable, provided the NCC ends up with a written description of the call-up, providing (at minimum) the following details:
  - a. detailed description of the scope of work and deliverables,
  - b. list of staff assigned to the project (including the Consultant PM and their direct contact information) and breakdown of time for each (this applies to in-house staff and sub-consultant(s), if applicable),
  - c. timeframe to complete the work,
  - d. fees, expenses and total cost of the call-up.
- 3.1.3 The offer-of-services shall be submitted to the NCC PM for final review and approval, and shall be revisited/edited/resubmitted as necessary until NCC PM finds the submission acceptable in terms of content, clarity, and cost.
- 3.1.4 The Consultant's work cannot proceed until NCC Procurement has issued a purchase order for the call-up.

Unless otherwise approved by the NCC PM, the SOA firm personnel assigned to a call-up must be selected from the NCC-acknowledged Core Team in place for the SOA firm (i.e. the list of individuals evaluated as part of the Standing Offer Agreement proposal submission).

The NCC will not permit the SOA firm to re-assign a call-up or purchase order to any other firm.

The NCC reserves the right to:

- a. request SOA firms to seek sub-consultants / specialists other than those suggested by the SOA firm (and as required, consider offer-of-services from sub-consultants / specialists named by NCC);
- b. request a proposal from more than one SOA firm for the same call-up;
- c. cancel any portions of the work and assign subsequent portions to another company;
- d. award work to firms not on the SOA.

There will be no compensation for the preparation of written offers-of-service, proposals or quotations, whether or not they are accepted or rejected, or if the project is cancelled prior to initiation of an SOA purchase order.

### **3.2 *Establishing the costs and cash flow on an SOA purchase order***

If no extra work is authorised by the NCC PM, the written quotation shall constitute the upset amount payable for the purchase order.

In most instances the proponent's fee will be derived by multiplying the total time to be spent by each Core Team member assigned to the project by that individual's respective hourly rate, plus applicable taxes. Note:

- a. Expenses associated with the work must be included in the hourly rates of Core Team members (described at Section 5.2.3).
- b. Offers of service for individual call-ups must recognize that where a SOA firm plans on using staff for more than one staff classification, the hourly rate applied to tasks will be determined by the task being undertaken (i.e. if the SOA firm chooses to use a Senior Engineer to do Construction Supervisor tasks, the hourly rate payable for these tasks shall be that of the Construction Supervisor).

When SOA firms are required to act as Prime Consultant, contracting with and organizing/coordinating sub-consultants, their offers-of-service for call-ups shall include the following as separate line items:

- a. the time and costs for SOA 'Core Team' staff members responsible for engaging, coordinating and managing the sub-consultants for that call-up, and
- b. details regarding the scope, nature and cost of all sub-contracted services for that call-up in the same manner and level of detail as the fees of the SOA Consultant.

Notes:

- a. SOA firms and their sub-consultants shall maintain a detailed record (e.g. using timesheets) of all time spent on each purchase order to enable the NCC to verify (if & when needed) the time-cost of the SOA firm's work;
- b. The NCC reserves the right to award purchase orders as 'lump sum' contracts.
- c. The NCC reserves the right to request cash flow projections on individual call-ups to facilitate reporting of quarterly accruals and projected costs-to-year-end.
- d. The contract amounts shown for any purchase order will be adjusted and reduced to reflect any de-scoping in the work requested by the NCC. Adjustments will be confirmed in writing by the NCC PM (change order).

### **3.3 Billing the NCC**

By mail or via [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca), itemised invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to procedures approved by the NCC PM managing the call-up (e.g. monthly billing, proportion of work, or billings at completion of each phase of the project, or as directed by the NCC PM).

Call-up purchase orders will be invoiced according to the hourly basis fee schedule to an upset limit in accordance with the amount negotiated in each call-up TOR/consultant proposal. Hourly rates and other fees must be in accordance with those quoted in the firm's SOA proposal or in the case of sub-consultant work, amounts based on sub-consultant proposals and pre-approved by the NCC PM. Total fees (including expenses) must remain within the maximum amount authorised by each purchase order.

Any extras or charges to the original scope and cost of purchase order work must be discussed with the NCC PM and authorised in writing by the NCC before the execution of the work. The NCC will not compensate the Consultant for extra work undertaken without the prior written authorisation of the NCC PM.

For each invoice/billing submitted to NCC, SOA firms shall clearly identify the following on each invoice billing submitted to the NCC:

- a. SOA number;
- b. call-up and/or PO number;
- c. original call-up contract amount and any confirmed changes to the contract amount;
- d. value remaining on the SOA before the call-up;
- e. fee(s) already billed to date against that call-up;
- f. a current accounting of time and costs resulting from the SOA firm's 'Core Team' work on the call-up, as well as all NCC PM approved project costs and sub-consultant costs; and
- g. all applicable taxes each in separate line items on the invoice.

To ensure good project communication, it is recommended that SOA firms advise the NCC PM when 50% and 75% of approved costs have been incurred for a given call-up (or, if so requested by NCC PM, when 50% and 75% of each phase's approved costs have been expended).

Advisement of status of billable hours does not constitute amendment to the purchase order.

## 4. Scope of Work

### 4.1 Introduction

The structural building work has been separated into five areas consisting of general services, studies, design development, consultant services during and after construction, and Resident Engineering services.

Structural consultants will work as a member of a multi-disciplinary team (architecture, landscape architecture, electrical, mechanical and geotechnical engineering, industrial design, etc.).

**Note:** Reports, presentation material and tender documents, including design drawings and specifications, are required in both official languages unless otherwise indicated by the PM. 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 errors and/or corrections. The NCC may request that the Consultant replace the firm or individuals providing this service should translation errors persist.

The type of existing or/and new structures could include buildings and temporary structures or shoring (for construction or special events). Existing structures to be altered may vary in age and be constructed of concrete, steel, wood, masonry or stone. Many of the structures will have heritage value. Design details could go as far as the anti-graffiti coatings to be applied to vertical concrete surfaces.

Some of the work will involve the rehabilitation and/or restoration of buildings and/or of Official Residences which may have heritage designation or value. The latter will require a security level for access for their personnel.

**The consultant shall be familiar with the workings of the Federal Heritage Buildings Review Office (FHBRO), the Federal Land Use and Design transaction Approval (FLUDA) process, and the implications of their work with respect to the Canadian Environmental Protection Act.**

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## **4.2 General Services**

Schedules: The Consultant shall provide a baseline schedule for project implementation and include it with the proposal submitted for a given call-up. Once a proposal and fee for a given call-up has been agreed upon with the NCC PM, the Consultant shall update this schedule on a regular basis and advise the NCC PM of any deviations without delay. All tasks shall be indicated, linked and critical activities highlighted. The schedule baseline and updates shall be presented by the Consultant PM (at least monthly) and reviewed and approved by the NCC PM. The Consultant shall be responsible to provide adequate resources to adhere to the approved baseline schedule and approved variations to the schedule.

Quality Management: The Consultant shall use their quality management system to ensure a clear, concise, traceable quality control implementation so to provide the best services quality and the best deliveries quality to be reviewed by NCC PM.

Reports and Meetings: Progress meetings shall be held between NCC and Consultants on a regular basis, and these meetings shall be organized by the Consultant in agreement with the NCC PM. On request of the NCC PM, the Consultant PM shall submit, in advance, a progress report (and/or cash flow projection) to the NCC in preparation for meetings. The Consultant shall prepare agendas and minutes, issue progress reports, provide briefings, obtain advice and guidance on issues such as the study process, assumptions, methodologies, deliverables, and public consultation process, as required. Meetings will normally be held at NCC offices.

## **4.3 Investigation and Studies**

SOA call-ups may involve investigation, studies, and associated research and analysis. The activities will vary by project and could include (but are not limited to) the following:

- Identification of requirements and issues
- Study and recommendation regarding structural stability, impact of proposed work or structural interventions
- Data collection

- Options identification, analysis, elaboration, and preferred option recommendation
- Cost/benefit analysis and value for money assessment
- Participate in multidisciplinary review and co-ordination meetings
- Field work to determine design parameters, and site conditions and constraints
- Materials sampling and testing
- Establishing design criteria
- Interpreting design criteria for other consultants and/or contractors engaged by NCC for the Project
- Preparing recommendations and report

#### **4.4 *Design Development***

SOA call-ups may involve professional advice, technical assistance, and complete design services, as required, to NCC and its consultants in support of preliminary designs, final designs, and preparation of working drawings, specifications, and other documents related to requests for tenders.

Consultant will be provided with Terms of Reference defining project background, objectives, and preliminary/tentative scope of work for each individual project to be developed/implemented.

Activities could include, but are not limited to, the following:

- Undertaking investigations and field work to determine existing site conditions and constraints
- Establishing the location of existing underground works which may be affected.
- measurements of existing structural components, particularly when as-built drawings are not available
- Materials sampling and testing
- Collaborating with geotechnical consulting firms and interpreting/analysing/integrating geotechnical results into designs
- Developing working drawings and providing design details including design calculations
- Submitting preliminary and detailed designs including calculations (design assumptions, loads and factors, output from software analysis, calculation

methods and notes, standards, etc) for review, and incorporating changes as directed NCC

- Preparing preliminary design reports (or assisting others in their preparation, as applicable), including analysis and comparison of design alternatives
- Preparing technical specifications in accordance with the NCC's standard specifications format
- Preparing quantity estimates (preliminary for options and detailed for preferred option)
- Preparing cost estimates (preliminary for options and detailed for preferred option)
- Preparing other documents related to requests for tenders
- Reviewing and approving shop drawings
- Coordinating and integrating design components from all disciplines into a coherent design
- Participating to multidisciplinary design review and co-ordination meetings
- Scheduling and attending meetings, and preparing agendas and minutes

#### **4.5 Services During and After Construction**

The NCC has in-house procurement and construction management staff to manage the tendering, audit, award, and implementation of construction contracts. Consultant Services During and After Construction (CSDAC) shall be provided when requested, as determined by and under the direction of the NCC PM (or NCC Construction Manager). The objective of CSDAC is to ensure that the construction work conforms to the intent of the contract documents.

CSDAC activities will vary project to project, and may include (but not limited to):

- During tender period, advice to NCC on questions posed by prospective tenderers
- During tender period, preparing addendum's, reviewing tenders received, cost analysis, and if/when requested by NCC, providing recommendation for contract award
- Comparing construction work to contract requirements in relation to workmanship, material, and schedule



- Discussing and reviewing construction procedures to be used by the Contractor
- Advising in respect to alternatives of construction methods or material proposed by the Contractor
- Reviewing and checking shoring, bracing and formwork drawings and proposed construction methods as warranted to ensure compliance of Contractor's work with design requirements and best safety practices and regulations
- Modifying designs and contract documents, as required, to provide for unexpected field conditions
- Visiting site to evaluate work progress and their compliance to construction contract
- Reviewing and/or processing progress and final payment certificates
- Attending and participating to project meetings including preparing and distributing minutes of meeting
- Preparing and submitting work progress reports at least at every two weeks
- Report cost and schedule deviations to original budget and schedule, and propose solutions to remediate as to adhere to original budget and schedule
- Advising in respect to alternatives of construction methods or material proposed by the Contractor
- Modifying design as required to provide for unexpected field conditions
- Preparing and/or processing change notices and change orders
- Reviewing and approving shop drawings
- Material sampling, testing, and evaluation including:
  - Quality control during concrete pours with slump tests, concrete test cylinders, mortar, grout and masonry testing
  - Asphalt testing and inspection
- Certifying substantial and/or final completion in accordance with the Construction Lien Act
- Preparing "as built" drawings using latest version of "AutoCAD"

- Review of all operation and maintenance manuals with the assistance of resident engineer
- Advising the NCC PM and NCC Construction Manager as to whether the product or work complies with direction provided and good practices, and whether it is “fit for purpose”
- Acceptance and commissioning support

#### **4.6 Resident Engineering Services**

The complexity of certain projects and the availability of NCC engineering and construction management resources may dictate the requirement to engage a Resident Engineer. The duties of the Resident Engineer may include but are not limited to:

- Ensuring contractor abides by the term of their contract, and relevant codes and legislation
- Ensuring that the construction Contractor has all the permits required
- Liaising with external organisations, for work co-ordination
- Approving the installation of the warning signs pertaining to the construction and to traffic safety
- Approving the installation of the structural elements
- Verifying vertical and horizontal alignments as laid out by Contractor
- Comparing construction work to contract requirements in relation to workmanship and schedule
- Arranging, preparing, and shipping for testing materials supplied by the Contractor
- Carrying out on-site tests to verify acceptability and prepare reports containing test results
- Approving materials received as to quantity and quality
- Approval of traffic detour/signage/signalization plans
- Compiling quantity survey notes, diaries, records and reports substantiating payment certificates
- Keep a daily log on temperature, labour, equipment, progress of work performed, requests for guidelines, site instructions, site inspections, tests, significant developments, visitors, security and safety incidents, etc.

- Arranging and leading meetings, and issuing records of discussion
- Keeping photographic record of various phases of construction
- Reviewing and/or preparing progress and final payment certificates
- Investigating, reporting and advising on unusual circumstances which may arise
- Observing, recording, and overseeing correction of deficiencies
- Carrying out inspections after the contractor has achieved levels of completion and submitting reports at conclusion of construction, at end of maintenance period, and as part of acceptance programme
- Participating and advising during commissioning process
- Creating and maintaining a record of “as built” conditions
- Review and coordination of all operation and maintenance manuals with the assistance of original designer

## **5. The Proposal**

The NCC:

- will not assume responsibility for incomplete proposals and is not required to request missing information;
- reserves the right to request clarification of information submitted by any or all proponents it deems necessary in order to assess proposal(s) to its satisfaction
- reserves the right to amend any provision contained herein and/or to issue any addenda; and
- retains the right to accept or reject any proposal.

### **5.1 Contents**

Proponents are required to submit their proposal in two sealed envelopes:

Envelope A shall contain:

- a. One (1) signed original of the forms indicated in the RFP document; and,
- b. Five (5) hardcopies (i.e. printed copies) of the Technical Proposal developed in response to this Terms of Reference.

Envelope B shall contain:

- a. One (1) signed original of Appendix C: Fee Schedule.

Note that:

- a. Envelope B should not be inserted into envelope A; and,
- b. Envelope B will be opened only for those proposals which qualify technically as detailed in Chapter 6: Proposal Evaluation of this Terms of Reference.

## **5.2 The Technical Proposal (Envelope A)**

### **5.2.1 Format and quantities**

- a. Technical Proposals must not exceed:
  - 100 single-faced sheets of 8.5"x11" size, or
  - 50 double-faced sheets of 8.5"x11" size, or
  - 50 single-faced sheets of 11"x17" size, or
  - 25 double-faced sheets of 11"x17" size.

Any Technical Proposals exceeding these limits will have as many pages as required removed from the end of the proposal to cut the Technical Proposal back to the stated page-count limits. Note that:

- b. The proposal's cover sheet will not count in the page count, provided it is composed of titles and/or graphics only;
- c. 'Letters of introduction', CVs and Table of Contents included in the Technical Proposal will count in the page count;
- d. Blank sheets, clear transparencies, and/or tab sheets used as separators will not count in the page count;
- e. The NCC's forms required for inclusion in Envelope A will not count in the page count;
- f. Individual CVs are limited to no more than 5pp each;
- g. a combination of page sizes is permitted, for example one printed of 11 x 17 counts for 2 sides of 8 ½ x 11

Proponents are asked to make their submissions clear and legible. Widespread use of fonts at 9pt and less risk having the submission deemed illegible, and therefore ineligible.

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

Pages in the proposal are to be numbered.

Proposals must provide a table of contents, including page number information.

Technical Proposals will not be returned to proponents following evaluations; they will either be kept on file at the NCC, or shredded.

#### 5.2.2 Information Regarding Proponent Firm (Part 1)

Part 1 of the Technical Proposal lays out basic information regarding the firm. Proponents should ensure that they cover at minimum the following information within Part 1 of their Technical Proposals:

##### **Criterion 1.1** Firm's Experience and Expertise:

- a. Basic information about the firm
  - Provide the firm's corporate name and address;
  - Provide the firm's corporate status/structure, including date established;
- b. **Information about the firm's expertise and ability to undertake the type of work identified in Section 4.** Note: where project work is being referenced, it is important that proponents state the year of completion of these services.
  - Indicate the firm's recent experience and expertise with similar work. This shall be indicated by means of detailed project descriptions, costs, timelines and personnel used by the firm that would best depict the firm's expertise and depth of recent experience. Three to five different relevant projects that have been completed within the last three years should be described;
  - In addition, provide a list of relevant projects (max.25) executed over the past five years (identify date of completion), or that are in progress (identify projected date of completion) and provide the client name only as a reference. For each of the first three to five projects, for reference provide the following: the client organization and the name and contact information of a person within the client organization who was associated with the project;

- Include at least one reference name and contact information for each of the projects listed in this section;
- Information regarding the firm's overall structure, and how the Core Team and its members fit within the structure;
- Information regarding in-house resources and support available to the Core Team.

**Criterion 1.2** Firm's Ability to Respond Promptly to NCC Work Requests

- a. Explain how the proponent's in-house Core Team will provide prompt response to NCC call ups, and describe the firm's strategy to ensure compliance with response times outlined in Section 2.5.

**Criterion 1.3** Firm's Ability to Provide Bilingual Service to the NCC

- a. Describe the firm's capability to work day-to-day with NCC staff and others in both official languages, and firm's ability/strategy to produce documentation in both official languages;
- b. If the firm usually relies on sub-consulting translation firms, provide information about the translation firms and their experience with translating construction / technical documentation for government and/or institutional clients;
- c. Provide specifics about the firm's strategy for quality assurance on translations.

5.2.3 Qualifications and Experience of Personnel (Part 2)

Part 2 of the Technical Proposal focuses on the qualifications and experience of the proposed 'Core Team'. Proponents should ensure that they cover at minimum the following information within Part 2 of their Technical Proposals:

**Criterion 2.1** Qualifications and Experience of 'Core Team' members

- a. The 'Core Team' shall have as a minimum the staff complement described at Article 2.6.
- b. Résumés shall be provided for each team member, including academic background, years of relevant experience, membership in professional associations, examples of their relevant past projects and their specific role in these projects;
- c. Describe the classification level, and role and responsibility of each team member as it pertains to providing services to NCC;

- d. Provide an organizational chart, outlining the relationship between team members within the Firm's organization;
- e. Confirmation, **by providing individual membership Registration numbers**, that Engineering staff in the Core Team are in good standing with the PEO and/or OIQ and have the right to practice their profession in Ontario and/or Québec;
- f. Confirmation of how long each Core Team member has been working with the firm and/or other members of the Core Team;

### **5.3 The Fee Proposal (Envelope B)**

The fee proposal is to be submitted in a separate sealed envelope, as per instructions provided under the RFP.

#### 5.3.1 Fee Schedule

**The fee proposal shall include one (1) signed original of the Fee Schedule (Appendix C).** Failure to include an appropriate rate for each of the staff categories will lead to disqualification of the proposal.

#### 5.3.2 Hourly Rates

The fee proposal shall include an hourly rate for each SOA staff category, namely:

- a. Engineer Level F
- b. Engineer Level E
- c. Engineer Level D
- d. Engineer Level C
- e. Engineer Level B
- f. Engineer Level A
- g. Technologist Level D
- h. Technologist Level C
- i. Technologist Level B
- j. Technologist Level A
- k. Draftsman/CAD Operator
- l. Construction Supervisor

Hourly rates must be stated in Canadian funds, and must not include taxes.

### 5.3.3 Disbursements Included in Hourly Rates

The following costs shall be included in the hourly rates, and shall not be reimbursed separately:

- a. Travel and travel related expenses within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
  - travel time
  - travel fare
  - mileage
  - parking fees
  - taxi charges
- b. Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the Terms of Reference;
- c. 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;
- d. Courier and delivery charges for deliverables specified in the Terms of Reference;
- e. In-house computer work station;
- f. Plotting charges;
- g. Presentation materials;
- h. Rental of office space.

### 5.3.4 Disbursements not included in Hourly Rates

The following disbursements are not to be included in the hourly rates. When pre-approved by the NCC PM they will be reimbursed to the consultant at actual cost or as described below:

- a. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
- b. Extraordinary transportation costs for material samples and models additional to that specified in the Terms of Reference;
- c. Fees for approvals and permits to conduct field investigations and material testing;



- d. Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy;
- e. Other extraordinary disbursements provided they are:
  - reasonably incurred by the Consultant
  - related to the services required for a call-up

In all such cases, extraordinary requirements should be described and estimated in the Terms of Reference for the call-up, or, if their need is only identified during the call-up, formalized and approved in writing in advance by the NCC PM.

## **6. Proposal Evaluation**

### **6.1 Evaluation Process**

The evaluation process will involve up to four steps:

- a. Step 1: Evaluation of technical proposals;
- b. Step 2: Evaluation of fee proposals;
- c. Step 3: Proponent score (combination of the technical and fee proposal scores);
- d. Step 4: Determination of firms to be offered an SOA.

### **6.2 Step 1: Technical proposal evaluation**

All technical proposals will be reviewed for basic eligibility by NCC Procurement. All proposals deemed eligible will then be evaluated by NCC's Technical Evaluation Committee, according to the criteria described in Sub-section 5.1.2 Content Requirements.

The Technical Evaluation Committee will be comprised of not fewer than three engineers currently working with the federal government in the design and construction domain.

Technical evaluation of the proposal will be completed in accordance with the clauses contained in the RFP document and evaluated based on the following criteria chart:

<b>Rated Requirements</b>	<b>Maximum Points</b>
1.1 Firm's experience & expertise	40
1.2 Firm's ability to respond promptly to NCC work requests	10
1.3 Firm's ability to provide bilingual service to NCC	5
2.1 Qualification and Experience of 'Core Team' members	45
Total	100

<b>EVALUATION CRITERIA</b>	
Excellent	Exceeds requirements (90%-100% of the weighted factor)
Very Good	A sound response. Fully satisfies all requirements (80%-89% of the weighted factor)
Good	Fully satisfies most requirements (70%-79% of the weighted factor)
Fair	Satisfies some requirements but falls short of minimum expectations (50% of the weighted factor)
Poor	It's a response but doesn't address needs (25% of the weighted factor)
Non-compliant	The response is completely unacceptable or the information is missing altogether (0% of the weighted factor)

### **6.3 Step 2: Fee proposal evaluation**

Following the technical evaluation, fee proposal envelopes will be opened for proponents that meet or exceed the minimum 70% score in each criterion of the technical evaluation and a cumulative score of no less than 80% overall.

Hourly rates shall be submitted using "Appendix C: Fee Schedule". There must be an hourly rate stated for each staff classification. Proponents must ensure that the information is clear and legible, and that one of the principals of the firm has signed and dated the completed Appendix C: Fee Schedule submitted to NCC.

In order to evaluate the proposals, hourly rates and translation cost submitted by proponents on "Appendix C: Fee Schedule" are multiplied by the specified number of hours (for each staff category) or specified number of pages/words (translation item). The total of these will be used as the basis of comparison between submissions.

Note that proponents may assign the same individual to carry out the duties of more than one staff classification i.e. Consultant's employees may be billed out at lower rates if they are fulfilling those duties (but not at rates higher than their actual classification). In any case the Consultant's proposals and invoicing shall reflect the classification-specific hourly rates applicable to the work and that are the most cost effective for NCC.

The lowest overall fee will receive 60 points, the maximum score a proponent can achieve under the Fee Proposal evaluation. Other overall fee proposals will be awarded points on a proportional basis. For example, if the lowest overall fee proposed by an SOA firm is \$50 and another proponent's fee submission is \$60 (or 20% higher), the \$60 fee proposal would be awarded 48 points (or 20% fewer points than the lowest overall fee proposal).

#### **6.4 Step 3: Proponent Score**

The Proponent Score will be arrived at by adding the proponent's Technical Proposal score (out of maximum 100pts) to that proponent's score for Fee Proposal (out of maximum 60 pts).

Price evaluation is a pro-rated formula: lowest total offer / your offer x 60 pts.

Qualified firms will be ranked in terms of highest score to lowest score.

Basis of award calculation - example:

Bidder A obtained technical score of 75 pts and offered \$60, and Bidder B obtained technical score of 70 pts and offered \$50.

Bidder A: 75 pts (technical) + ( $\$50 / \$60 \times 60$  pts = 50 pts (price)) = 125 pts best value score

Bidder B: 70 pts (technical) + ( $\$50 / \$50 \times 60$  pts = 60 pts (price)) = 130 pts best value score

#### **6.5 Step 4: Determination of firms to be offered an SOA**

Following Step 3, the NCC will select at minimum the six (6) highest-ranked firms whom, subject to an NCC Procurement review, will be offered an SOA.

## **Appendix A**

### **General Conditions – Professional and Consulting Services**

## Appendix D: Job Classification Levels

The following job classification guides categorize and detail the level of skill required of Consultant's professional staff and technologist staff when charging fees at hourly rates for the Project as the result of approved changes in the Work provided by the Consultant.

All staff levels proposed by the Consultant shall be approved by the NCC Project Manager. The Consultant shall submit to the NCC Project Manager, the following information in support of the Consultant's proposed staff classification level:

- **résumés, not included with the original proposal, for each staff member, including education levels and years of experience related to the type of work being undertaken;**
- **each staff member's role in the Work; and,**
- the Consultant's organization chart, providing each staff member's supervisory role in the Consultant's organization.

### Engineer - Level A:

Summary	For training and development in various phases of work, in office, sales, plant, field or laboratory, perform various assigned tasks of comparatively low complexity, normally assisting other professionals.
Duties	Perform a variety of tasks such as the preparation of simple plans, designs, calculations, costs and bills of material, catalogues, in accordance with established codes, standards, drawings, or other specifications.
Recommendations, Decisions and Commitments	Normally decisions that are made will be of a routine nature invariably having ample precedent or in line with clearly defined procedures.
Supervision Received	Work under supervision where the work is reviewed for accuracy, adequacy, and conformance with prescribed procedures.
Leadership Authority	May give work assignments and check work of 1 to 5 technologists or helpers
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study, with little or no practical experience.

### Engineer - Level B:

Summary	Assist in the development of new or revised products, equipment, installations, or processes, based on established principles to meet functional requirements or performance specifications. Using a variety of standard methods and techniques will usually design problems of moderate complexity or assist more senior professionals to solve difficult problems.
Duties	Receive assignments of limited scope and complexity, usually minor phases of broader assignments, which may include one or more of: <ul style="list-style-type: none"> <li>- <i>The design of components within his particular branch of expertise of a larger project.</i></li> <li>- The modification of tooling, plant equipment, imported designs or prototypes of new developments, to permit economical manufacturing, or to meet performance specifications and requirements of serviceability.</li> <li>- The design of ancillary parts, not within his particular branch of expertise, of equipment pertaining to his branch.</li> <li>- Confer with personnel while gathering information, seldom outside the company.</li> <li>- May prepare reports within the scope of his work.</li> </ul>
Recommendations, Decisions and Commitments	Recommendations are limited to the solution of the problems rather than the end results. Work requires accuracy in calculations, completeness of data and adherence to prescribed testing, analysis, design or computation methods.
Supervision Received	Tasks and duties are assigned in detail and work is under close review by

	more senior professionals.
Leadership Authority	May check the work of one or two junior professionals or technologists.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study, with three years working experience related to the type of work from the graduation level.

**Engineer - Level C:**

Summary	Develop the plans of complicated components in a specialized field of experience. Develop plans for the modification or extension of existing facilities.
Duties	Make independent studies, analysis, interpretations and conclusions within the scope of various assigned projects. Based on knowledge of site conditions, methods and materials available, time factors, and costs, develop analyses to achieve the desired end, recommending optimum solutions. Prepares reports, cost estimates, specifications. Consult with and provide specialized instruction for drafting department in respect of design notes and sketches. Confer with more senior professionals as one of a design Project Team and with people in his own company, as necessary, to exchange information. Confer with senior members of Consultant's organization and with contractors and suppliers.
Recommendations, Decisions and Commitments	Assignments are responsible and varied. Within the scope of an assignment, his work is relied upon as sound and authoritative. Recommendations and decisions are usually based on precedent. Difficult, complex, or unusual decisions are usually referred to more senior authority. Errors of judgement might cause serious losses.
Supervision Received	Work is not generally supervised in detail and the amount of supervision varies with the assignment. Usually more senior supervision is available to review work programmes and to give guidance.
Leadership Authority	May guide the work of several more junior professionals or technologists when they are employed on the same projects.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study, with five years working experience related to the type of work from the graduation level.

**Engineer - Level D:**

Summary	Supervise a group of up to about 10 professional and/or non-professional technical people performing a variety of duties, normally in a single field of expertise.
Duties	Plan detailed methods of solving assigned problems. Delegate components to his staff and see the work through to meet schedules, and coordinate assignments with other groups. Prepare or have prepared design notes, drawings, specifications and occasionally prototypes or models. Prepare or have prepared cost estimates, studies and reports as required. Responsible for the maintenance of project related office files, equipment and procedures. Confer as required with senior professionals and management of his own company, occasionally with contractors, sub-consultants, and suppliers.
Recommendations, Decisions and Commitments	Recommendations will normally relate to alternatives to achieve the same purpose and are subject to review to ensure accordance with overall plans and company policies. Modify existing criteria as occasion demands by devising new approaches to the solution of problems. Errors could cause delays, possibly extending into areas where expenditures might be involved.
Supervision Received	Work under general direction and guidance following instructions relating to objectives, relative priorities and necessary co-operation with other units.

Leadership Authority	Make recommendations concerning selection and termination, and be responsible for the training, rating and discipline of his staff. Outline and assign work, and review it for technical adequacy.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study with eight years experience related to the type of work from the graduation level.

**Engineer - Level E:**

Summary	Supervise and direct a department of about 35 professional and non-professional staff or a small group of highly qualified professionals engaged in complex technical applications. Responsible for the planning and co-ordination of assigned projects
Duties	Participate in planning pertaining to project budget requirements. Conferring with clients, sub-consultants, contractors, or suppliers where co-ordination is important. Participate in preparation of various studies and reports. Assign work to his staff and see it through to meet schedules. Responsible for investigations and reports such as cost estimates, technical studies and unusual trouble analysis. Responsible for proper maintenance of project related office files, equipment and procedures.
Recommendations, Decisions and Commitments	Responsible for adequate analysis, sound interpretations and practical conclusions in project matters. Make responsible decisions on all matters under his jurisdiction. Errors in judgement could result in significant losses and might affect adversely relationships with clients.
Supervision Received	Work is generally assigned in terms of broad objective. Work is reviewed for accomplishment, policy, soundness of approach and general effectiveness.
Leadership Authority	Responsible for selection, termination, training and discipline of staff. Plan work, outlining more difficult problems and methods of approach.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study, with twelve years experience related to the type of work from the graduation level usually including knowledge of more than one field of expertise or a high degree of specialization in one field.

**Engineer - Level F:**

Summary	Manage a large staff, administering and coordinating several professional, sub-professional and/or trades functions.
Duties	Work independently on broad general assignments with responsibility for planning associated activities, limited only by company policy. Devise ways of reaching project objectives in the most economical manner and of meeting any unusual conditions affecting work progress. Conduct the normal administrative functions of his activity. Act as professional consultant and adviser to the organization. Develop and maintain top-level contacts inside and outside the company.
Recommendations, Decisions and Commitments	Make responsible decisions without reference to his superiors. Implement approved major programs involving expenditures of large sums of money. Errors in judgement could cause grave losses.
Supervision Received	Work is reviewed for accomplishment, adherence to company policy, and co-ordination with other phases of company's operations.
Leadership Authority	Make decisions regarding the selection, development, rating, discipline and termination of staff. Review and evaluate technical work to ensure quality standards of organization are met. Select, schedule, and co-ordinate to attain program objectives.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study with a minimum of eighteen years professional experience related to the type of work, including responsible administrative duties.

**Technologist - Level A:**

Summary	An entrance level. Work at this level is normally performed by a recent graduate and is used to provide initial training under the supervision of a more senior specialist or professional. A variety of selected tasks are performed in order to develop knowledge and skill in the practices of the professional field of expertise.
Duties	Make simple arithmetic calculations (i.e., percentages, ratio, averages), performs examination of materials, instruments, equipment or items to be tested, observes obvious deviations in data and checks to ascertain cause. Is responsible for operation of instruments and controls during tests, makes simple adjustments and records data, may provide simple design suggestions or sketches for approval, assists in the design of new equipment, models, installations or processes, using a variety of standard methods and techniques. Assists in the preparation of specifications and in obtaining cost estimates. Normally concerned with small components of larger projects. Is expected to assist more experienced technical personnel with specific aspects of more complex tasks.
Recommendations, Decisions and Commitments	No decisions called for, exercises little independent judgement due to straightforward nature of work
Supervision Received	Works under supervision. Work is subject to regular verification for accuracy, adequacy and conformance with prescribed procedures
Leadership Authority	None
Guide to Entrance Qualifications	A technical college graduate in applicable field of study or an equivalent combination of academic training and related experience.

**Technologist - Level B:**

Summary	A junior working level and normally regarded as a continuing training and development working level. Under the supervision of a more senior specialist or professional, performs varied tasks and studies of limited scope requiring application of prescribed methods. Accuracy in making observations and completeness in the presentation of data is required.
Duties	Examines assignment objectives and instructions, follows standard procedures and techniques to effect solution of a problem, interprets the creative ideas of professionals and scientists. Is responsible to prepare estimates of time, quantities, materials and labour required for activities related to testing, installation, manufacture, design or construction and participates in long-range planning. May act as coordinator on small projects, prepares specifications for complex equipment processes, etc. Performs design and constructs models, prototypes of processes or equipment. Is expected to collect and extract data from a variety of sources, including journals, catalogues, handbooks, precedent designs or studies, suppliers and other references, compiles and evaluates data. Makes recommendations and prepares reports on assignments based on specified operational plans and well-established practices. Will assist in updating specifications, manuals.
Recommendations, Decisions and Commitments	Makes decisions within established procedures and well defined standard practices, exercises judgement in selecting which methods are applicable in any given situation.
Supervision Received	Works under supervision, results are normally reviewed in detail. Technical guidance is usually available.
Leadership Authority	None.
Guide to Entrance Qualifications	A technical college graduate in applicable field of study and three years of progressively more responsible and related experience, or an equivalent combination of academic training and related experience.



**Technologist - Level C:**

Summary	A fully qualified working level. This level involves planning and carrying out non-routine assignments of substantial variety and complexity. An understanding of related professional or scientific principles and practices, plus training and diversified experience in the field of activity is required.
Duties	Assists in preparation of bid evaluations. Evaluates assignments, determines the objectives, defines problems and determines methods to effect solutions, plans and executes assignments, schedules work to meet objectives, interfaces with material and equipment suppliers, clients and other departmental staff. Is expected to select from alternatives and develop designs or specifications that will satisfy requirements. May act as coordinator on a wide range of projects. Is responsible for obtaining detailed estimates of time, quantities, labour and material costs for wide range of assignments. Performs design and construction of models, prototypes of processes or equipment, compiles and evaluates data, makes recommendations and prepares reports. Required to deal directly with clients, will also check the work of more junior technologists.
Recommendations, Decisions and Commitments	Makes decisions and recommendations within established guidelines and procedures, exercises initiative in completing recurring assignments independently and judgement in determining which of many methods are applicable in any given situation.
Supervision Received	Works under general supervision. Recommendations are reviewed for soundness of judgement and application of standards and policies, finished work is reviewed for attainment of objectives and adherence to deadlines, and supervisor is available to assist in problem situation.
Leadership Authority	Supervision over other staff is normally a continuing responsibility; guidance is given to technologists when assigned to a project. Checks work of assigned staff, suppliers and contractors for accuracy and conformance with quality and quantity standards.
Guide to Entrance Qualifications	A technical college graduate in applicable field of study with eight years of related experience, or a university graduate in technology with two years of related experience, or an equivalent combination of studies and related experience. Knowledge of computer applications for field of expertise.

**Technologist - Level D:**

Summary	Work at this level requires a high degree of autonomy, a wide professional experience and a thorough knowledge of various activities. May involve responsibility for varied and complex technical projects, specialization in a particular field or responsibility for the supervision of a team in one or many disciplines of a project.
Duties	Plans, organizes, and coordinates part of a project, writes documents and prepares drawings from design studies. Finds practical and economical solution to various problems requiring originality and ingenuity, participates in the development and implementation of work criteria, standards, procedures and methods, reviews and updates diagrams and calculations. Is expected to act as a fully operating specialist in all conventional aspects of the functional area of assignment.
Recommendations, Decisions and Commitments	Makes decisions and recommendations governed by general policy, exercises independent judgement, in the planning, organization and completion of assignments. Exercises initiative in adapting and applying procedures to address unusual problem situations and resolve most conflicts.
Supervision Received	Works under direction, receives general instructions including assignment deadlines and priorities. Recommendations are regarded as technically sound, but are reviewed for adherence to standards and policies. Finished work is reviewed for attainment of objectives and effectiveness of results. Supervisor is involved in problems of major impact only.

Leadership Authority	As required, supervises a team, assigns and defines work, checks and controls all documents prepared by self or others, insures that all objectives related to quality, quantity, cost and schedules are met.
Guide to Entrance Qualifications	A technical college graduate in applicable field of study with twelve years of related experience or a university graduate in technology with five years of related experience, or an equivalent combination of studies and related experience. Knowledge of computer applications for field of expertise.

**Technologist - Level E:**

Summary	The first level of continuing supervision or continuing specialization. As an area coordinator and under direction, plans and conducts work, or coordinates and supervises a project and related work performed by contractors or by subordinate professional and technical support staff. As a specialist, plans and performs applied research and development work in a particular field or responsibility, carries out experiments and tests, and investigates unusual and difficult problems, determines causes of failure, devises effective solutions
Duties	As an Area Coordinator: Develops, approves and coordinates work schedules to ensure that objectives of cost, quality and time are met. Develops and recommends improvements in design standards to lower costs, improve work quality and facilitate maintenance. Investigates, analyses and solves unusual design and field problems by devising new approaches or applying existing criteria in novel ways. Develops guidelines and initiates investigations by subordinates. Requires effective working relationships with colleagues, officials and associates for the purpose of discussing design problems, explaining design features and specifications and other project control criteria. Is required to have knowledge of personnel, financial and other administrative procedures and knowledge of related fields of expertise. Establishes and maintains client contacts to seek or provide technical information related to the immediate project. As a Specialist: Analyses problems, organizes investigations and experiments. Requires initiative and judgement to recognize the implications of experimental results on other problems and to devise new approaches. Discusses projects and problems with senior specialists and colleagues to determine relative priorities and implications on work of others. Makes recommendations for increased resources and special equipment. Recommends delay or discontinuance of an experiment or investigation. Is required to have knowledge of related fields of expertise.
Recommendations, Decisions and Commitments	Makes decisions and recommendations on highly technical and complex issues, exercises considerable judgement and initiative in interpreting policy in the planning and organization of major projects and work assignments.
Supervision Received	Work is assigned in terms of project initiatives and definitions and budget limitations, advice is available on critical areas that have implications on the work of others. Completed work is normally accepted as accurate and plans and recommendations are reviewed only for feasibility, soundness of judgement and conformance with assigned objectives.
Leadership Authority	As an Area Coordinator. Is responsible for continuing supervision. Assigns work and gives instructions, advice and guidance to junior professionals and senior technologists. Reviews work in progress of own staff and sub-consultants. On completion, work is assessed for accuracy, achievement of objectives and conformance with accepted practices. As a Specialist: Is responsible for a relatively small group of professional and technical support staff.
Guide to Entrance Qualifications	A technical college graduate in applicable field of study with eighteen years of related experience, or a university graduate in technology with twelve years of related experience, or an equivalent combination of studies and related experience. Knowledge of computer applications for field of expertise.

**Technologist - Level F:**

Summary	The first level of project coordination of two or more related fields. As a Project Coordinator, under direction, plans, organizes and coordinates work on a number of projects in two or more related fields of expertise performed by contractors or by own staff. The work is assigned in terms of objectives to be achieved and the financial limitations and administrative requirements involved. As a Specialist, plans and conducts development work in a professional specialty. Investigates and advises on unusual and difficult problems encountered.
Duties	As a Project Coordinator: Plans, organizes and coordinates projects in two or more related fields. Makes recommendations on organization requirements related to projects. Assesses need for change and recommends development of standards. Approves significant changes in specifications and plans, work techniques and materials. Assesses work against standards, objectives and specifications. Establishes effective working relations with colleagues, associates and officials in government and other associations. Is required to have a good knowledge of departmental organization, directives, programs, standards and administrative procedures. Establishes and maintains client contacts on technical and project matters. As a Specialist: Uses initiative and judgement in analysing problems, selecting critical factors for investigation, deciding on the most effective approach, organizing and conducting investigations and devising experiments to provide data or other information. Informs professionals in government and industry and advises on the development of new professional methods. Makes recommendations on the practical application of theories and data derived from research. Provides expert advice on design, manufacturing processes or construction methods. Is required to have knowledge of and to implement departmental directives and administrative procedures in solving problems. Is required to establish effective working relations with others to investigate problems and explain practical applications of experimental results.
Recommendations, Decisions and Commitments	Makes responsible decisions on all matters, including the establishment of policies and expenditure of large sums of money.
Supervision Received	Decisions are not normally subject to review. Recommendations involving long range plans or significant resources are usually referred to a senior authority for approval.
Leadership Authority	Assigns projects to other technical and supporting staff. Assesses the performance of subordinates and makes recommendations on selection, training, rating, discipline and promotion of senior technical staff.
Guide to Entrance Qualifications	A technical college graduate in applicable field of study with over twenty years of related experience or a university graduate in technology with over fifteen years of related experience, or an equivalent combination of studies and related experience. Knowledge of computer applications for field of expertise.

**Draftsperson and/or CAD Operator:**

Summary	Works effectively in multi-disciplinary project teams to produce technical drawings. Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines. Experience with the types of projects and services outlined in Chapter 4 of this RFP. Fluent with recent versions of AutoCAD and Microsoft office suite (at minimum MS Excel, Word & PowerPoint).
Duties	Responsible for preparing technical drawings.
Recommendations, Decisions and Commitments	No decisions called for, exercises little independent judgement due to straightforward nature of work.
Supervision Received	Works under supervision. Work is subject to regular verification for accuracy,

	adequacy and conformance with prescribed procedures
Leadership Authority	None
Guide to Entrance Qualifications	Post-secondary diploma in a technical field and at least five (5) years of experience as draftsperson or CAD Operator.

**Construction Supervisor:**

Summary	Works effectively in multi-disciplinary project and construction teams. Demonstrated knowledge of construction procedures, materials and techniques for northern climates. 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 of the type outlined in this RFP. Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
Duties	Responsible for monitoring and controlling construction schedules, costs and quality.
Recommendations, Decisions and Commitments	Makes decisions and recommendations within established guidelines and procedures, exercises initiative in determining which of many methods are applicable in any given situation.
Supervision Received	Works under direction, receives general instructions including assignment deadlines and priorities. Recommendations are regarded as technically sound, but are reviewed for adherence to standards and policies.
Leadership Authority	None
Guide to Entrance Qualifications	Post-secondary diploma or degree in a technical field and minimum five (5) years construction supervision experience.

## Appendix E: Security, access and confidentiality clauses

### 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.

*Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening \_ PSU 917.*

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 **(Reliability-Site Access-Secret)\***

***\*For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Confidential, Secret or Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.***

### Additional information

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

The NCC reserves the right to impose additional security measures with respect to this contract as the need arises.

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

### Company Security Representative

The contractor shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees).

Selection criteria for the CSR and the alternate are the following:

- They must be employees of the contractor's firm;
- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that employees/subcontractors, upon notification of having been granted a Security status (**Reliability-Site Access-Secret**), sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

### **Access to site**

Unless otherwise indicated, all visits to "secure" sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

### **References**

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

### **Confidentiality and Safeguarding:**

Utmost care must be exercised by the Contractor/ Professional Services Company to ensure the safeguarding of any material prepared or received in handling SOA projects. The SOA firm must ensure that all employees and sub-contractor employees given access to project information and materials by the Contractor/ Professional Services Company. They must at all times treat the project information, records and materials as sensitive information held in trust for the NCC.

Without the prior written permission of NCC, the SOA firm shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) subject to clause 5.3 immediately below.

The SOA firm shall not distribute, reproduce, or disclose any documents, photographs, site plans, maps or information related to projects unless such distribution/reproduction/disclosure:

- Is reasonably required to obtain necessary permits and approvals to perform the work;
- Is reasonably required to facilitate the contracting and performance of sub-contractors, consultants and other parties involved in completing the contracted work, or;
- Is required by law.

Furthermore;

- When requested by the NCC, the SOA firm shall provide the names and date of birth of all parties that have or will receive such material or information, and:
- If advised by the NCC, the SOA firm shall not disclose such material or information to third parties identified by the NCC;

- When requested by the NCC, the SOA firm shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to third parties by the SOA firm.

### **Sub-contractor Work and Services**

6.1 Note that all the above restrictions shall apply to all sub-contracts for work and services related to SOA project work.

## Appendix F: Document formatting, labelling and handling

The following is an overview of the NCC's requirements for document formatting, labelling and handling. The standards described in this Appendix are general standards and, in the context of specific projects, specific instructions can be added or modified.

Note: All SOA work must be completed using acceptable document standards, for formatting, labelling and handling. The NCC seeks to uphold CADD Standards in accordance with the document titled NCC CADD Standards (January 2007).

- o The complete document is available upon request;
- o Upon award of SOA, a template (.dwt) file containing titleblocks in various sizes, standard layers, dimension and text styles as well as the NCC's .ctb plot file will be provided to the consultant.

### 1.0 Introduction

1.1 NCC's Design and Construction Division includes three sections of CADD users; Architecture, Engineering and Landscape Architecture. Design and Construction has adopted CADD Standard to establish practice standards which will facilitate and maximize the use of drawing files. In addition, the NCC seeks archive uniformity. NCC's CADD Standard is based on the Public Works and Government Services Canada (PWGSC) National CADD Standard. The NCC recognizes PWGSC support for allowing it to use integral parts of their document.

1.2 The NCC uses an NCC-specific 'Major Construction - General Conditions' for the 'front-end' of major construction tender documents for SOA work. These 'Major Construction - General Conditions' are similar to, but not identical to, those used by federal government departments.

### 2.0 General information regarding formatting and handling of drawings and specifications

#### 2.1 Drawing File Format

The NCC requires all files to be compatible with Microsoft Operating Systems. The CADD drawing format required for drawings is the AutoCAD native format DWG file, i.e. they may not be uniquely submitted in Adobe PDF, Autodesk DWF or other subsequent simplified formats. Unless it is specified in the articles of agreement for a call-up against this SOA, the NCC will not supply or accept formats that are no longer supported by Autodesk.

#### 2.2 Template Drawing

The template drawing provided by the NCC is set for the default metric units, text styles and dimension styles. Recognizing the differences between engineering drawings and architectural drawings, the templates are provided with dimension styles, and lettering in respect to the multiple disciplines represented.

#### 2.3 Standard drawing sheet sizes used by NCC:

Sheet designation	Overall size (mm)
B1	707x1000mm
A0	841x1189
A1	594x841
A2	420x594
A3 (11x17 Tabloid)	297x420
A4 (Letter)	297x210



## **2.4 External references (XREF)**

Externally referenced blocks (XREFs) may be used during the working stages of the drawing. However, upon completion, XREFs must be converted to blocks (Do not BIND XREFs, instead use BIND INSERT). In no circumstances, shall the drawing reference symbols. They must be inserted as Blocks.

## **2.5 Raster images**

When separate raster images are included in a drawing, all related files containing images and images info; Coordinates, Rotation angles, Scale, etc (TFW, JGW, SID, Etc.) are to be provided. These files are essential for their georeferencing.

## **2.6 Submittals**

Final delivery of project work must include the following elements, or as otherwise agreed in writing with NCC Project Manager:

- An original hard copy or electronic copy of project deliverables (drawings, specifications etc), with Consultant logo(s) and professional stamp(s) and signature(s).
- PDF version of the .DWG files, with consultant logo(s) and professional stamp(s) and signature(s).
- .DWG format files of drawings
- Note: At Consultant's discretion, Consultant's logo and professional stamp may be removed from the 'archive' copies of drawings, provided that the NCC has received an original stamped and signed of the drawings
- .CTB File associated with the project, where applicable;
- Digital files of all Sketch-up or other-software 3D modelling work in their original file format and in pdf format

## **2.7 File delivery**

File transfers must adhere to the following rules:

- Submission and transfer of drawing files may, on arrangement with NCC Project Manager, be sent via E-mail.
- If the file size exceeds the limit of E-mail, files can be posted to the NCC's Design and Construction FTP site or placed on a compact disks (CD) delivered to the designated contact person.
- All Drawing files regarding Official Residences must be submitted by secure means (e.g security bonded courier service). Delivery by electronic mail is prohibited.

## **3.0 NCC Computer Aided Drafting Standards**

### **3.1 File Presentation**

The files presented must be in conformity with the following rules :

- A drawing must be purged of all definitions that are not used such as: layer names, text styles, dimension styles, layer filters, blocks, etc.
- A drawing must not contain any object definitions without geometry. For example; an empty text or blocks without objects.
- No object must be found on layer "0" or DEFPOINTS except for objects contained in a block definition and the dimensions.
- A drawing must not contain any detectable error using the Audit Command.

All presented files must also adhere to the following rules of best practice.

- When the type of drawing lends itself to it, the lines must be drawn in an orthogonal mode.

- All vectors must be drawn with closed corners.
- The drawing must be saved such as to be printed without any page setup. The main layout must be active and all the viewports adjusted and locked to the correct scale.

### 3.2 Drawing co-ordinates

DRAWINGS BASED UPON SITE PLAN OR SURVEY INFORMATION PROVIDED BY THE NCC SURVEY DEPARTEMENT SHALL NOT BE SCALED, MOVED, ROTATED OR OTHERWISE DISPLACED FROM THE ORIGINAL CO-ORDINATES.

### 3.3 Layering Standards

Layering of CADD information must adhere to the NCC's Layering Naming Convention. The layer is the basic tool for organizing and managing graphic information. Layers are used to sort graphic objects into groupings of related data. PWGSC has developed a modular, alphanumeric layer nomenclature format that is designed to sort this data in a specific manner. The layer name structure consists of 5 fields separated by hyphens. The first 3 fields, consisting of the discipline, group and single layer fields, are mandatory while the last 2 are optional fields allowing a more precise identification where necessary.

## 4 Convention for naming electronic documents / media:

Electronic documents/media submitted to NCC under this SOA must be named according to the following conventions:

Site	(e.g. Rideau Hall)
Year	(e.g. 2003)
Project Name	(e.g. Verandah rehabilitation)
Object	(e.g. Plan A1 )
Author	(e.g. XYZ Architects Inc),
Software type	(e.g. .dwg )

Note: the aforementioned example would thus appear as:

***Rideau Hall 2003 Verandah rehabilitation PlanA1 XYZ Architects.dwg***

SOA firms shall on a project-by-project basis confirm with NCC Project Manager the titling conventions to be used on their project(s)

## 5 Digital photographs:

- Digital photographs related to SOA project work shall be submitted to NCC in electronic format (.tif or .jpg files) on CD-ROM, according to a schedule established by NCC Project Manager
- Where there are multiple photos of same subject, NCC may in instances accept bulk naming of digital photographs

**Appendix G: Supplier - Direct payment and Tax Information Form**

**Refer to separate attachments**

## **Appendix B**

### **Supplementary General Conditions – Professional and Consulting Services**

## Appendix C : Fee Schedule

See Sections 2.8, 5.2 and 5.3, for information providing details about what is (and isn't) included in the hourly rates. Refer to Appendix D for description of job classification levels. See Sections 2.3 and 2.4 regarding potential future adjustments to fees.

**For the purposes of Fee Proposal evaluation, proponents must provide hourly/unit rates that will apply for first and second year for the following:**

Engineer Level F	_____ \$ per hour x 2 hrs	=\$ _____
Engineer Level E	_____ \$ per hour x 5 hrs	=\$ _____
Engineer Level D	_____ \$ per hour x 15 hrs	=\$ _____
Engineer Level C	_____ \$ per hour x 10 hrs	=\$ _____
Engineer Level B	_____ \$ per hour x 5 hrs	=\$ _____
Engineer Level A	_____ \$ per hour x 1 hrs	=\$ _____
Technologist Level D	_____ \$ per hour x 10 hrs	=\$ _____
Technologist Level C	_____ \$ per hour x 5 hrs	=\$ _____
Technologist Level B	_____ \$ per hour x 5 hrs	=\$ _____
Technologist Level A	_____ \$ per hour x 1 hrs	=\$ _____
Draftsman and/or CAD Operator	_____ \$ per hour x 10 hrs	=\$ _____
Construction Supervisor	_____ \$ per hour x 10 hrs	=\$ _____
Translation	_____ \$ per word x 3000 words	= \$ _____

Total                    \$ \_\_\_\_\_

**Notes :**

- Hourly/unit rates must be stated in Canadian funds excluding taxes.
- **Failure to include an appropriate rate for each classification outlined above including a unit rate for translation will result in the disqualification of the proposal.**
- **Translation:** The NCC will pay the unit rate per word for translation whether it is sub-contracted or done by the Consultant's personnel. If translation is done by Consultant's personnel, time to translate must not be included in the other classifications' levels of effort. When National Master Specifications (NMS) are used, only modified words shall be charged.
- The following costs shall be included in the hourly rates, and shall not be reimbursed separately:
  - Travel and travel related expenses within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
    - travel time
    - travel fare
    - mileage
    - parking fees
    - taxi charges
  - Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the Terms of Reference;
  - 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;
  - Courier and delivery charges for deliverables specified in the Terms of Reference;
  - In-house computer work station;
  - Plotting charges;

- Presentation materials;
- Rental of office space.
- And any other expense identified in the terms of reference that the Commission will not pay for.
- The following disbursements are not to be included in the hourly rates. When pre-approved by the NCC PM they will be reimbursed to the consultant at actual cost or as described below:
  - Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
  - Extraordinary transportation costs for material samples and models additional to that specified in the Terms of Reference;
  - Fees for approvals and permits to conduct field investigations and material testing;
  - Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy;
  - Other extraordinary disbursements provided they are:
    - reasonably incurred by the Consultant
    - related to the services required for a call-up
  - In all such cases, extraordinary requirements should be described and estimated in the Terms of Reference for the call-up, or, if their need is only identified during the call-up, formalized and approved in writing in advance by the NCC PM.
- All payable disbursements must be itemized and supported by receipts where possible.

**Failure to include an appropriate rate (hourly) for each staff classification including translation (unit) outlined above will lead to the disqualification of the proposal**

**Firm Name** \_\_\_\_\_

**Submitted by** \_\_\_\_\_

**Signature and/ date** \_\_\_\_\_

(Note: by signing this form, this individual confirms they have the authority to legally bind the firm)

**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

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## SECURITY REQUIREMENTS

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### 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.

*Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening \_ PSU 917.*

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 **(Reliability-Site Access-Secret)\***

***\*For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Confidential, Secret or Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.***

### Additional information

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

The NCC reserves the right to impose additional security measures with respect to this contract as the need arises.

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

### Company Security Representative

The contractor shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees).

Selection criteria for the CSR and the alternate are the following:

- They must be employees of the contractor's firm;

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## SECURITY REQUIREMENTS

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- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that employees/subcontractors, upon notification of having been granted a Security status (**Reliability-Site Access-Secret**), sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

### Access to site

Unless otherwise indicated, all visits to "secure" sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)



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	Business No. (BN) / N° de l'entreprise (NE)		
GST/HST / TPS et TVH			QST / TVQ (Québec)			
Number / Numéro :			Number / Numéro :			
Not registered / non inscrit			Not registered / non inscrit			
Type of contract / Genre de contrat						
Contract for services only Contrat de services seulement		Contract for mixed goods & services / Contrat de biens et services		Contract for goods only / Contrat de biens seulement		
<input type="checkbox"/>		<input type="checkbox"/>		<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: Sylvie Monette, Accounts Payable and Receivable Officer – (613) 239-5678 ext. 5156 or [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@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 : Sylvie Monette, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678 poste 5156 ou [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@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.